TOWN OF PARADISE – AGREEMENT FOR PROFESSIONAL SERVICES

Dokken Engineering, Inc.
Consultant

ON-CALL PROFESSIONAL ENGINEERING SERVICES – PENTZ ROAD CORRIDOR

Varies
Budget Account Number

ARTICLE I INTRODUCTION

This AGREEMENT is between Town of Paradise and the following named, hereinafter referred to as, CONSULTANT:

The name of the "CONSULTANT" is as follows:

DOKKEN ENGINEEING, INC.

Incorporated in the State of CALIFORNIA

The Project Manager for the "CONSULTANT" will be BRIAN STEPHENSON

The name of the "LOCAL AGENCY" is as follows: TOWN OF PARADISE

The Contract Administrator for the Town of Paradise will be Marc Mattox, Public Works Director/Town Engineer.

A. Consultant shall perform the work under this AGREEMENT described in Article III Statement of Work and the approved CONSULTANT's Cost Proposal dated July 20, 2023. The approved CONSULTANT's Cost Proposal is attached hereto (Exhibit B) and incorporated by reference. If there is any conflict between the approved Cost Proposal and this AGREEMENT, this AGREEMENT shall take precedence.

B. **INDEMNITY AND DEFENSE**

1. Indemnity

   To the fullest extent permitted by law, CONSULTANT shall indemnify and hold harmless Town and any and all of its officials, employees and agents as well as any other entities specified by Town ("Indemnified Parties") from and against any and all losses, liabilities, damages, costs and expenses, including legal counsel's fees and costs, that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the Consultant , its officers, agents, employees or subconsultants (or any agency or individual that CONSULTANT shall bear the legal liability thereof) in the performance of services under this AGREEMENT. CONSULTANT's duty to indemnify and hold harmless TOWN OF PARADISE shall not extend to the TOWN OF PARADISE's sole or active negligence and shall not extend beyond the Consultant's percentage of fault.

2. Duty to Defend

In the event the TOWN OF PARADISE, its officers, employees, agents and/or volunteers are made a party to any action, lawsuit, or other adversarial proceeding arising from the performance of the services encompassed by this AGREEMENT, and upon demand by TOWN OF PARADISE, CONSULTANT shall defend the TOWN OF PARADISE at CONSULTANT's cost or at TOWN OF PARADISE's option, to reimburse TOWN OF PARADISE for its costs of defense, including reasonable attorney's fees and costs incurred in the defense of such matters to the extent the matters arise from, relate to or are caused by CONSULTANT's negligent acts, errors or omissions. Payment by TOWN OF PARADISE is not a condition precedent to enforcement of this indemnity. In the event of any dispute between CONSULTANT and TOWN OF PARADISE, as to whether liability arises from the sole or active negligence of the TOWN OF PARADISE or its officers, employees, or agents, CONSULTANT will be obligated to pay for TOWN OF PARADISE's defense until such time as a final judgment has been entered adjudicating the TOWN OF PARADISE as solely or actively negligent. CONSULTANT will not be entitled in the absence of such a determination to any reimbursement of defense costs including but not limited to attorney's fees, expert fees and costs of litigation.

C. Consultant shall perform the work under this AGREEMENT described in Article III Statement of Work and the approved CONSULTANT's Cost Proposal dated July 20, 2023. The approved CONSULTANT's Cost Proposal is attached hereto (Exhibit B) and incorporated by reference. If there is any conflict between the approved Cost Proposal and this AGREEMENT, this AGREEMENT shall take precedence.

D. CONSULTANT in the performance of this AGREEMENT, shall act in an independent capacity. It is understood and agreed that CONSULTANT (including CONSULTANT's employees) is an independent contractor and that no relationship of employer-employee exists between the Parties hereto. CONSULTANT's assigned personnel shall not be entitled to any benefits payable to employees of TOWN OF PARADISE.

E. TOWN OF PARADISE is not required to make any deductions or withholdings from the compensation payable to CONSULTANT under the provisions of the AGREEMENT, and is not required to issue W-2 Forms for income and employment tax purposes for any of CONSULTANT's assigned personnel. CONSULTANT, in the performance of its obligation hereunder, is only subject to the control or direction of the TOWN OF PARADISE as to the designation of tasks to be performed and the results to be accomplished.

F. Any third party employed by CONSULTANT shall be entirely and exclusively under the direction, supervision, and control of CONSULTANT. CONSULTANT hereby indemnifies and holds TOWN OF PARADISE harmless from any and all claims that may be made against the Town based upon any contention by any third party that an employer-employee relationship exists by reason of this AGREEMENT.

G. Except as expressly authorized herein, CONSULTANT's obligations under this AGREEMENT are not assignable or transferable, and CONSULTANT shall not subcontract any work, without the prior written approval of the TOWN OF PARADISE. However, claims for money due or which become due to CONSULTANT from Town under this AGREEMENT may be assigned to a financial institution or to a trustee in bankruptcy, without such approval. Notice of any assignment or transfer whether voluntary or involuntary shall be furnished promptly to the TOWN OF PARADISE.

H. CONSULTANT shall be as fully responsible to the TOWN OF PARADISE for the negligent, reckless or willful misconduct of its contractors and subcontractors or subconsultants, and of persons either directly or indirectly employed by them, in the same manner as persons directly employed by CONSULTANT.

I. No alteration or variation of the terms of this AGREEMENT shall be valid, unless made in writing and signed by the parties authorized to bind the parties; and no oral understanding or agreement not incorporated herein, shall be binding on any of the parties hereto. No waiver of any term or condition of this AGREEMENT shall be a continuing waiver thereof.

J. The consideration to be paid to CONSULTANT as provided herein, shall be in compensation for all of CONSULTANT's expenses incurred in the performance hereof, including travel and per diem, unless otherwise expressly so provided.

K. CONSULTANT shall comply with the provisions of this AGREEMENT and additional federal provisions in Exhibit E of this agreement. In the event of a conflict between any provisions of Exhibit E, the more stringent provisions shall control and prevail.

L. CONSULTANT shall comply with the requirements of State prevailing wage law as required by law and as set out in this AGREEMENT.

M. All days set out herein are calendar days unless otherwise specified.

N. All Exhibits are incorporated into this AGREEMENT as if fully set forth herein.

ARTICLE II CONSULTANT'S REPORTS OR MEETINGS

A. CONSULTANT shall submit written progress reports on each specific project in accordance with the Task Order. These reports shall be submitted at least once a month. The report shall be sufficiently detailed for TOWN OF PARADISE'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 TOWN OF PARADISE's Contract Administrator or Project Coordinator, as needed, and upon request, to discuss progress on the project(s).

ARTICLE III STATEMENT OF WORK

CONSULTANT shall provide On-Call Engineering Services, described in Exhibit A entitled "SCOPE OF SERVICES".

ARTICLE IV PERFORMANCE PERIOD

A. Exhibit C is the "SCHEDULE OF PERFORMANCES". This AGREEMENT shall go into effect on 9/19/2023, contingent upon approval by Town of Paradise, and CONSULTANT shall commence work after notification to proceed by the Town of Paradise's Contract Administrator. The AGREEMENT shall end on 9/19/2026, unless extended by AGREEMENT amendment or terminated under Article VI of this AGREEMENT.

B. No recommendation for AGREEMENT award is binding on the Town of Paradise until the AGREEMENT is fully executed and approved by Town Council of the Town of Paradise and the Contract Administrator has issued a written Notice to Proceed.

C. 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 of this AGREEMENT shall not exceed five (5) years.

ARTICLE V ALLOWABLE COSTS AND PAYMENTS

A. Unless otherwise agreed for a Task Order, CONSULTANT will be compensated for hours worked at the hourly rates specified in the CONSULTANT's approved Cost Proposal, described in Exhibit B entitled "COMPENSATION". The specified hourly rates shall include all costs, including but not limited to direct salary costs, escalation, 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 the Town of Paradise'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 when presented along with documentation of such costs acceptable to the Town.

C. Specific projects will be assigned to CONSULTANT through issuance of Task Orders by the Contract Administrator.

D. After a project to be performed under this AGREEMENT is identified by the Town of Paradise, the Town of Paradise will prepare a draft Task Order without the cost estimate. A draft Task Order will identify the scope of services, expected results, project deliverables, period of performance, and project schedule. The draft Task Order will be delivered to CONSULTANT for review. CONSULTANT shall return the draft Task Order within ten (10) 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 the Town of Paradise and CONSULTANT.

E. Task Orders may be negotiated for an Actual Cost plus Fixed Fee, 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. If applicable, 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 Federal 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. 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 the Town of Paradise and notification to proceed has been issued by the Town of Paradise'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 the Town of Paradise signed by an authorized representative of the Town of Paradise. No expenditures are authorized on a project and work shall not commence until a Task Order for that project has been executed by the Town of Paradise.

K. 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.

L. The total amount payable by the Town of Paradise for an Individual Task Order shall not exceed the amount agreed to in the Task Order, unless authorized by amendment.

M. 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.

N. Task Orders may not be used to amend the language (or the terms) of this AGREEMENT or to exceed the scope of work under this AGREEMENT.

O. The total amount payable by the Town of Paradise for all Task Orders resulting from this AGREEMENT shall not exceed **$10,500,000**. It is understood and agreed that there is no guarantee, either express or implied that this dollar amount will be authorized under this AGREEMENT through Task Orders.

J. CONSULTANT will be reimbursed, as promptly as fiscal procedures will permit, upon receipt by the Town of Paradise'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) 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, according to phase, and funding source on each project as applicable. Invoices shall follow the format stipulated for the approved Cost Proposal and shall reference this AGREEMENT number and task order. Credits due to the Town of Paradise that include 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 the Town of Paradise's Contract Administrator at the following address:

Marc A. Mattox, Public Works Director/Town Engineer
Town of Paradise
5555 Skyway
Paradise, CA 95969

ARTICLE VI TERMINATION

A. This AGREEMENT may be terminated by TOWN OF PARADISE with or without cause, provided that TOWN OF PARADISE gives not less than thirty (30) calendar days' written notice (delivered by certified mail, return receipt requested) of intent to terminate. Upon termination, TOWN OF PARADISE shall be entitled to all work, including but not limited to, reports, investigations, appraisals, inventories, studies, analyses, drawings and data estimates performed to that date, whether completed or not.

B. TOWN OF PARADISE may temporarily suspend this AGREEMENT, at no additional cost to TOWN OF PARADISE, provided that CONSULTANT is given written notice (delivered by certified mail, return receipt requested) of temporary suspension. If the TOWN OF PARADISE gives such notice of temporary suspension, CONSULTANT shall immediately suspend its activities under this AGREEMENT. A temporary suspension may be issued concurrent with the notice of termination.

C. Notwithstanding any provisions of this AGREEMENT, CONSULTANT shall not be relieved of liability to TOWN OF PARADISE for damages sustained by Town by virtue of any breach of this AGREEMENT by CONSULTANT, and Town may withhold any payments due to CONSULTANT until such time as the exact amount of damages, if any, due Town from CONSULTANT is determined. Notwithstanding, Consultant shall be liable only to the extent of Consultant's negligent, reckless or willful misconduct.

D. In the event of termination, CONSULTANT shall be compensated as provided for in this AGREEMENT for all correctly completed work. Upon termination, TOWN OF PARADISE shall be entitled to all work, including but not limited to, reports, investigations, appraisals, inventories, studies, analyses, drawings and data estimates performed to that date, whether completed or not. Such materials may not be withheld until payment is received.

ARTICLE VII COST PRINCIPLES AND ADMINISTRATIVE REQUIREMENTS

A. The CONSULTANT agrees that 48 CFR Part 31, Contract Cost Principles and Procedures, shall be used to determine the allowability of individual terms of cost.

B. The CONSULTANT also shall comply with Federal procedures in accordance with 2 CFR Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.

C. Any costs for which payment has been made to the CONSULTANT that are determined by subsequent audit to be unallowable under 48 CFR Part 31 or 2 CFR Part 200 are subject to repayment by the CONSULTANT to TOWN OF PARADISE.

D. When a CONSULTANT or subconsultant is a 501(c)(3) Non-Profit Organization or an Institution of Higher Education, the Cost Principles for Title 2 CFR Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards shall apply.

ARTICLE VIII RETENTION OF RECORD/AUDITS

For the purpose of determining compliance with Gov. Code § 8546.7, the CONSULTANT, subconsultants, and TOWN OF PARADISE 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. The Town of Paradise, HCD, HUD, 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, examinations, 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 Town of Paradise's Finance Director.

B. Not later than thirty (30) days after issuance of the final audit report, CONSULTANT may request a review by the Town of Paradise's Finance Director of unresolved audit issues. The request for review will be submitted in writing.

C. Neither the pendency of a dispute nor its consideration by the TOWN OF PARADISE 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 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, TOWN OF PARADISE, 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 TOWN OF PARADISE 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 TOWN OF PARADISE at its sole discretion. Refusal by CONSULTANT to incorporate audit or review recommendations, or to ensure that the federal, TOWN OF PARADISE 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 TOWN OF PARADISE 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 with the CPA and/or CONSULTANT toward a resolution of issues that arise during the review. Each party agrees to use its best efforts to resolve any audit disputes in a timely manner. If IOAI identifies significant issues during the review and is unable to issue a cognizant approval letter, TOWN OF PARADISE 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. IOAI will then have up to six (6) months to review the CONSULTANT's and/or the independent CPA's revisions.

3. If the CONSULTANT fails to comply with the provisions of this 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 this AGREEMENT.

4. CONSULTANT may submit to TOWN OF PARADISE final invoice only when all of the following items have occurred: (1) IOAI accepts or adjusts the original or revised independent CPA audited ICR; (2) all work under this AGREEMENT has been completed to the satisfaction of TOWN OF PARADISE; and, (3) IOAI has issued its final ICR review letter. The CONSULTANT MUST SUBMIT ITS FINAL INVOICE TO TOWN OF PARADISE 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 TOWN OF PARADISE 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 TOWN OF PARADISE and any subconsultants, and no subconsultant agreement shall relieve the CONSULTANT of its responsibilities and obligations hereunder. The CONSULTANT agrees to be as fully responsible to the TOWN OF PARADISE 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 the CONSULTANT. The CONSULTANT's obligation to pay its subconsultants is an independent obligation from the TOWN OF PARADISE'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 TOWN OF PARADISE Contract Administrator, except that which is expressly identified in the CONSULTANT's approved Cost Proposal.

C. Any subconsultant agreement entered into as a result of this AGREEMENT, shall make all the provisions stipulated in this entire AGREEMENT applicable to subconsultants unless otherwise agreed by the TOWN OF PARADISE.

D. CONSULTANT shall pay its subconsultants within Fifteen (15) calendar days from receipt of each payment made to the CONSULTANT by the TOWN OF PARADISE.

E. Any substitution of subconsultants must be approved in writing by the TOWN OF PARADISE 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, of 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 TOWN OF PARADISE may hold retainage from CONSULTANT and shall make prompt and regular incremental acceptances of portions, as determined by the TOWN OF PARADISE, of the contract work, and pay retainage to CONSULTANT based on these acceptances.~~

No retainage will be withheld by the TOWN OF PARADISE from progress payments due the CONSULTANT. Retainage by the CONSULTANT or subconsultants is prohibited, and no retainage will be held by the CONSULTANT from progress due subconsultants. Any violation of this provision shall subject the violating CONSULTANT or subconsultants to the penalties, sanctions, and other remedies specified in Business and Professions Code §7108.5. This requirement shall not be construed to limit or impair any contractual, administrative, or judicial remedies, otherwise available to the CONSULTANT or subconsultant in the event of a dispute involving late payment or nonpayment by the CONSULTANT or deficient subconsultant performance, or noncompliance by a subconsultant. This provision applies to both DBE and non-DBE CONSULTANT and 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 CONSUTLTANT 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 TOWN OF PARADISE'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 approved Cost Proposal and exceeding five thousand dollars ($5,000), with prior authorization by TOWN OF PARADISE's Contract Administrator, three competitive quotations shall be submitted with the request, or the absence of bidding shall 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, TOWN OF PARADISE 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 TOWN OF PARADISE 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 TOWN OF PARADISE procedures; and credit TOWN OF PARADISE 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 TOWN OF PARADISE and CONSULTANT, if it is determined to sell the equipment, the terms and conditions of such sale must be approved in advance by TOWN OF PARADISE. The Parties shall divide the cost of such appraisal equally.
2. Regulation 2 CFR Part 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 shall 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 TOWN OF PARADISE construction sites, at TOWN OF PARADISE facilities and at off-site locations that are set up by the construction contractor or one of its subcontractors solely and specifically to serve TOWN OF PARADISE projects. Prevailing wage requirements do not apply to inspection work performed at the facilities of vendors and commercial materials suppliers that provide goods and services to the general public.

C. General Prevailing Wage Rate Determinations applicable to this project may also be obtained from the Department of Industrial Relations Internet site at http://www.dir.ca.gov.

D. Payroll Records

1. Each CONSULTANT and subconsultant shall keep accurate certified payroll records and supporting documents as mandated by Labor Code §1776 and as defined in 8 CCR §16000 showing the name, address, social security number, work classification, straight time and overtime hours worked each day and week, and the actual per diem wages paid to each journeyman, apprentice, worker, or other employee employed by the CONSULTANT or subconsultant in connection with the public work. Each payroll record shall contain or be verified by a written declaration that it is made under penalty of perjury, stating both of the following:

   a. The information contained in the payroll record is true and correct.

   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 TOWN OF PARADISE 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 TOWN OF PARADISE, the Division of Labor Standards Enforcement and the Division of Apprenticeship

Standards of the Department of Industrial Relations. Certified payrolls submitted to TOWN OF PARADISE, 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 TOWN OF PARADISE Contract Administrator by both email and regular mail on the business day following receipt of the request.

3. Each CONSULTANT and subconsultant 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 TOWN OF PARADISE 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 TOWN OF PARADISE of the location of the records enumerated under paragraph (1) above, including the street address, Town 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, the CONSULTANT shall, as a penalty to TOWN OF PARADISE, 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 TOWN OF PARADISE 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 TOWN OF PARADISE 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 TOWN OF PARADISE 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 prime CONSULTANT of the project is not liable for the penalties described above unless the prime CONSULTANT had knowledge of that failure of the subconsultant to pay the specified prevailing rate of wages to those workers or unless the prime CONSULTANT fails to comply with all of the following requirements:

    a. The AGREEMENT executed between the CONSULTANT and the subconsultant for the performance of work on public works projects shall include a copy of the requirements in Labor Code §§ 1771, 1775, 1776, 1777.5, 1813, and 1815.

    b. The CONSULTANT shall monitor the payment of the specified general prevailing rate of per diem wages by the subconsultant to the employees by periodic review of the certified payroll records of the subconsultant.

    c. Upon becoming aware of the subconsultant's failure to pay the specified prevailing rate of wages to the subconsultant's workers, 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 a declaration 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, TOWN OF PARADISE 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 TOWN OF PARADISE determines that employees of a subconsultant were not paid the general prevailing rate of per diem wages and if TOWN OF PARADISE 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 TOWN OF PARADISE.

G. Hours of Labor

Eight (8) hours labor constitutes a legal day's work. The CONSULTANT shall forfeit, as a penalty to the TOWN OF PARADISE, 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 or the sub agreement exceeds thirty thousand dollars ($30,000), the CONSULTANT and any subconsultants under him, her, or it shall comply with all applicable requirements of Labor Code §§ 1777.5, 1777.6 and 1777.7 in the employment of apprentices.

2. CONSULTANT and subconsultants are required to comply with all Labor Code requirements regarding the employment of apprentices, including mandatory ratios of journey level to apprentice workers. Prior to commencement of work, CONSULTANT and subconsultants are advised to contact the DIR Division of Apprenticeship Standards website at https://www.dir.ca.gov/das/, for additional information regarding the employment of apprentices and for the specific journey-to- apprentice ratios for the AGREEMENT work. 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. During the term of this AGREEMENT, the CONSULTANT shall disclose any financial, business, or other relationship with TOWN OF PARADISE that may have an impact upon the outcome of this AGREEMENT or any ensuing TOWN OF PARADISE construction project. The CONSULTANT shall also list current clients who may have a financial interest in the outcome of this AGREEMENT or any ensuing TOWN OF PARADISE construction project which will follow.

B. CONSULTANT certifies that it has disclosed to the TOWN OF PARADISE any actual, apparent, or potential conflicts of interest that may exist relative to the services to be provided pursuant to this AGREEMENT. CONSULTANT agrees to advise TOWN OF PARADISE of any actual, apparent or potential conflicts of interest that may develop subsequent to the date of execution of this AGREEMENT. CONSULTANT further agrees to complete any statements of economic interest if required by either TOWN OF PARADISE ordinance or State law.

C. 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.

D. The CONSULTANT hereby certifies that the CONSULTANT or subconsultant and any firm affiliated with the CONSULTANT or subconsultant that bids on any construction contract or on any Agreement to provide construction inspection for any construction project resulting from this AGREEMENT, has established necessary controls to ensure a conflict of interest does not exist. An affiliated firm is one, which is subject to the control of the same persons, through joint ownership or otherwise.

E. Pursuant to 24 CFR 570.489(h), no member, officer, or employee of the CONSULTANT, or its designee or agents, may obtain a financial interest or benefit from a CDBG-DR assisted activity, or have a financial interest in any contract, subcontract or agreement with respect to CDBG-DR assisted activity or its proceeds, either for themselves or those with whom they have business or immediate family ties, during their tenure, or for 1 year thereafter.

ARTICLE XIV REBATES, KICKBACKS OR OTHER UNLAWFUL CONSIDERATION

The CONSULTANT warrants that this AGREEMENT was not obtained or secured through rebates, kickbacks or other unlawful consideration either promised or paid to any TOWN OF PARADISE employee. For breach or violation of this warranty, TOWN OF PARADISE 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 TOWN OF PARADISE, STATE, OR FEDERAL FUNDS FOR LOBBYING

A. The CONSULTANT certifies, to the best of his, her or its knowledge and belief, that:

1. No State, Federal, or TOWN OF PARADISE 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 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 sub agreements, which exceed one hundred thousand dollars ($100,000), and that all such subrecipients 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 Gov. 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 ensure 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 TOWN OF PARADISE 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 representatives of the Department of Fair Employment and Housing and the TOWN OF PARADISE 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 TOWN OF PARADISE 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 Part 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 TOWN OF PARADISE 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 the past three (3) years;

3. Does not have a proposed debarment pending; and

4. 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.

B. Any exceptions to this certification must be disclosed to TOWN OF PARADISE. 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 maintained by the U.S. General Services Administration are to be determined by FEMA, FHWA, and/or HUD, whichever Department(s) is relevant to the Task Order.

ARTICLE XVIII INSURANCE

Consultant shall provide Insurance as described in Exhibit D entitled "INSURANCE REQUIREMENTS".

A. Prior to Agreement execution, CONSULTANT shall furnish the Town of Paradise with a Certificate of Insurance evidencing the insurance types and requirements set forth in Exhibit D.

B. The Town of Paradise will not be responsible for any premiums or assessments on any insurance policy.

C. The required insurance listed in Exhibit D shall be in effect at all times during the term of this AGREEMENT. In the event said insurance coverage expires at any time or times during the term of this AGREEMENT, CONSULTANT agrees to provide at least thirty (30) calendar days prior notice to said expiration date; and a new Certificate of Insurance evidencing insurance coverage as provided for herein, for not less than either the remainder of the term of the AGREEMENT, or for a period of not less than one (1) year.

D. New Certificates of Insurance are subject to the approval of the Town of Paradise. In the event CONSULTANT fails to keep in effect at all times insurance coverage as herein provided, the Town of Paradise may, in addition to any other remedies it may have, terminate this AGREEMENT upon occurrence of such event.

ARTICLE XIX 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 TOWN OF PARADISE 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 TOWN OF PARADISE 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. TOWN OF PARADISE 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 XX CHANGE IN TERMS

A. This AGREEMENT may be amended or modified only by mutual written agreement of the parties.

B. CONSULTANT shall only commence work covered by an amendment after the amendment is executed and notification to proceed has been provided by TOWN OF PARADISE's Contract Administrator.

C. There shall be no change in CONSULTANT's Project Manager or members of the project team, as listed in the approved Cost Proposal, which is a part of this AGREEMENT without prior written approval by TOWN OF PARADISE's Contract Administrator.

ARTICLE XXI 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, TOWN OF PARADISE 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 XXII 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 TOWN OF PARADISE's Contract Administrator and the Town Manager, who may consider written or verbal information submitted by CONSULTANT.

B. Not later than thirty (30) calendar days after completion of all deliverables necessary to complete the plans, specifications and estimate, CONSULTANT may request review by TOWN OF PARADISE Town Council 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 XXIII INSPECTION OF WORK

CONSULTANT and any subconsultant shall permit TOWN OF PARADISE, the State, and FEMA, FHWA, and HUD 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 XXIV 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 TOWN OF PARADISE Safety Officer and other TOWN OF PARADISE representatives. CONSULTANT personnel shall wear hard hats and safety vests at all times while working on the construction project site.

B. Pursuant to the authority contained in Vehicle Code §591, TOWN OF PARADISE 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 Labor Code §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 XXV OWNERSHIP OF DATA

A. It is mutually agreed that all materials prepared by CONSULTANT under this AGREEMENT shall become the property of the TOWN OF PARADISE, and CONSULTANT shall have no property right therein whatsoever. Immediately upon termination, Town shall be entitled to, and CONSULTANT shall deliver to Town, 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 Town 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 the TOWN OF PARADISE.

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 Town without restriction or limitation upon its use or dissemination by Town.

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 the Town for another project or project location shall be at Town'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. TOWN OF PARADISE may permit copyrighting reports or other agreement products. If copyrights are permitted; the AGREEMENT shall provide that the FEMA, FHWA, and HUD 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 XXVI CLAIMS FILED BY TOWN OF PARADISE'S CONSTRUCTION CONTRACTOR

A. If claims are filed by TOWN OF PARADISE'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 TOWN OF PARADISE'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 TOWN OF PARADISE considers essential to assist in defending against construction contractor claims will be made available on reasonable notice from TOWN OF PARADISE. 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 TOWN OF PARADISE'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 XXVII CONFIDENTIALITY OF DATA

A. All financial, statistical, personal, technical, or other data and information relative to TOWN OF PARADISE's operations, which are designated confidential by TOWN OF PARADISE 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 by TOWN OF PARADISE 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 TOWN OF PARADISE's actions on the same, except to TOWN OF PARADISE'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 TOWN OF PARADISE, and receipt of TOWN OF PARADISE'S written permission.

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

F. All information related to the construction estimate is confidential, and shall not be disclosed by CONSULTANT to any entity, other than TOWN OF PARADISE, Caltrans, and/or FEMA, FHWA, or HUD. 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 Town or except by court order. If CONSULTANT or any of its officers, employees, or subcontractors does voluntarily provide information in violation of this Contract, Town has the right to reimbursement and indemnity from CONSULTANT for any damages caused by CONSULTANT releasing the information, including, but not limited to, Town's attorney's fees and disbursements, including without limitation experts' fees and disbursements.

ARTICLE XXVIII CONTRACTING WITH SMALL AND MINORITY BUSINESSES, WOMEN'S BUSINESS ENTERPRISES AND LABOR SURPLUS AREA FIRMS

The Consultant must take the affirmative steps listed below when subcontracting to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible.

A. Affirmative steps must include:
   1. Placing qualified small and minority businesses and women's business enterprises on solicitation lists:
   2. Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
   3. 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;

4. Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises; and
5. 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.

ARTICLE XXIX NATIONAL LABOR RELATIONS BOARD CERTIFICATION

In accordance with Public Contract Code §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 TOWN OF PARADISE. 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 FROM THE TOWN OF PARADISE TO CONSULTANT

A. PROMPT PAYMENT FROM LOCAL AGENCY TO CONSULTANT
The TOWN OF PARADISE shall make any progress payment within 30 days after receipt of an undisputed and properly submitted payment request from CONSULTANT on a professional service contract. If the TOWN OF PARADISE fails to pay promptly, the TOWN OF PARADISE shall pay interest to the contractor, which accrues at the rate of 10 percent per annum on the principal amount of a money judgement remain unsatisfied. Upon receipt of a payment request, the TOWN OF PARADISE shall act in accordance with both of the following:
(1) Each payment request shall be reviewed by the TOWN OF PARADISE as soon as feasible after receipt for the purpose of determining that the payment request is a proper payment request.
(2) Any payment request determined not to be a proper payment request suitable for payment shall be returned to CONSULTANT as soon as feasible, but not later than seven (7) days, after receipt. A request returned pursuant to this paragraph shall be accompanied by a document setting forth in writing the reasons why the payment request is not proper.

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 NOTIFICATION

All notices hereunder and communications regarding interpretation of the terms of this AGREEMENT and changes thereto, shall be effected by personal delivery, five calendar days after deposit in the U.S. Mail (first class postage) or by the mailing thereof by registered or certified mail, return receipt requested, postage prepaid, and addressed as follows:

CONSULTANT:	Dokken Engineering, Inc. Brian Stephenson, Project Manager 110 Blue Ravine Road, Suite 200 Folsom, CA 95630
TOWN OF PARADISE:	Town of Paradise Marc Mattox, Contract Administrator 5555 Skyway Paradise, CA 95969

ARTICLE XXXIII CONTRACT

The two parties to this AGREEMENT, who are the before named CONSULTANT and the before named TOWN OF PARADISE, hereby agree that this AGREEMENT constitutes the entire AGREEMENT which is made and concluded in duplicate between the two parties. Both of these parties for and in consideration of the payments to be made, conditions mentioned, and work to be performed; each agree to diligently perform in accordance with the terms and conditions of this AGREEMENT as evidenced by the signatures below.

ARTICLE XXXIV SIGNATURES

TOWN OF PARADISE
A Municipal Corporation

By: ______________________
Jim Goodwin, Town Manager

DOKKEN ENGINEERING
Consultant

By: ______________________
Name: John A. Klemunes, Jr.
Title: President
Address: jklemunes@dokkenengineering.com

APPROVED AS TO FORM:

By: for / Elizabeth Fretrezi
Scott E. Huber, Town Attorney

ATTEST: September 19, 2023

By: Dina Volenski
Dina Volenski, Town Clerk

TOWN OF PARADISE – AGREEMENT FOR PROFESSIONAL SERVICES

EXHIBIT A SCOPE OF SERVICES

Consultant

On-Call Professional Engineering Services – Pentz Road Corridor
Project Title

Varies
Budget Account Number

Scope of Work Description:

Upon request by the Town and under Town direction, the Consultant shall provide On-call Professional Civil Engineering Services for a variety of local, state, and federally-funded projects in accordance with applicable local, state and federal regulations. Typical projects requiring civil engineering services may include new construction, or maintenance and improvements of existing public infrastructure, including but not limited to: roadways, bridges, bikeways, parks, sanitary sewer and storm water facilities. Tasks assigned amongst these projects could vary and/or include a combination of environmental, surveying, right-of-way, geotechnical, design, master planning documents, bidding and construction engineering. As Capital Improvement Program (CIP) or private development review projects become available for assignment, project specific "task orders" will be issued.

- **Project Management:**

  Project Management shall include project setup, project management, and coordination with the Town. The consultant will provide overall management of the project, including coordination with the Town, other Town consultants, public agencies, utility companies, and other stakeholders. The consultant will provide management of subconsultants in the performance of their work. Project Management activities shall also include development and maintenance of a design schedule and progress reports to be distributed monthly. The schedule and billings shall be submitted in the form and in sufficient detail to track the project status and contract expenditures.

  - Project Kick-off Meeting

    The Consultant shall schedule and conduct Project kick-off meetings to discuss Project details, establish goals, review the Project schedule, and coordinate efforts. Town staff will work in conjunction with the Consultant to develop the Project Development Team (PDT) prior to the Project kick-off meeting. Once identified, the Consultant shall contact all members of the PDT to coordinate the scheduled meeting date, location, and time. A meeting notice, agenda, and meeting minutes (noting all action items) shall be prepared by the Consultant for the kick-off meeting.

  - Monthly Progress Reports.

    The Consultant shall prepare brief monthly progress reports (Progress Reports) to record ongoing progress on the Project and to support invoices submitted to the Town for payment. Reports shall include an explanation of tasks accomplished for the month, deliverables finished/submitted, anticipated tasks/progress for the next month, pending issues and schedule completion target dates (updated Project schedule). Monthly Progress Reports will include identification and strategy to resolve any issues, challenges, or delays are foreseen in the project.

  - Cost Accounting

    The Consultant shall submit monthly invoices in a format that indicate: 1) the total contract amount, 2) all costs incurred for specific tasks performed for the period (actual and percentage), 3) costs incurred to date (actual and percentage), and 4) estimates percentage of completion for each task. Invoices shall include the Project, and invoice numbers on a form provided by the Town (or in a format acceptable to the Town). Charges for each of the individual tasks shall be listed separately, including reimbursable expenses.

  - Quality Assurance / Quality Control Plan

    The Consultant shall generate a Plan to ensure Quality Assurance and Quality Control (QA/QC) during the entire Project. The Consultant shall also ensure that all design calculations, deliverables, and other works are independently verified to ensure accuracy. Exhibits and plans should be checked, corrected, and back-checked for accuracy and completeness.

- Submittal of Project Deliverables
  - The Project deliverables shall be submitted for review by the Town, regulatory agencies, and utility companies. The Town shall be copied on all correspondence.
  - Drawings, including topo and base maps, must be designed and submitted in AutoCAD Civil 3D, Specifications must be submitted in MS Word, and Estimates must be submitted in MS Excel. PDF of all submittals must be submitted as well.
  - All data, information, documents, calculations, reports, plans, specifications, quantity take-offs, estimates, or any other item collected or prepared in either hard copy or electronic format as part of the design of this Project are the property of the Town. The Consultant shall submit all these items to the Town at the completion of the Project. All original documents and electronic files shall become the sole property of the Town and may be used by the Town and/or its assignees without written permission from or additional compensation to the Consultant.

- **In-House Staff Augmentation:**

  Consultant shall provide "in-house" staff augmentation services for a variety of Capital Improvement Projects on limited terms and/or projects.

  Potential Deliverables: Staff reports, Budgets, Contracts, Invoices, Reports and other related Municipal documents

- **Capital Improvement Program Management:**
  Consultant shall provide management services to assist the Town in monitoring, developing and tracking their Capital Improvement Projects through all phases of development. Services can include cost estimating, programming assistance, reporting, project summaries, project prioritization and scoping. Perform value engineering analysis and constructability review.

  Potential Deliverables: CIP Summary Reports, Cost Estimates, Programming Summaries, and prioritization

- **Funding Assistance:**

  Consultant shall provide grant funding application support including identification of funding sources, preparation of applications and grant management.

  Provide CDBG-DR compliance support. Consultant shall have a dedicated team or staff or subconsultant to assist in regulatory compliance and position the Town for reimbursement and construction support activities.
  Prepare Local Assistance Procedures Manual (LAPM) forms and exhibits as needed.

  Potential Deliverables: Grant applications, Reporting, Reimbursement Requests, LAPM forms and exhibits

- **Plan Check Reviews:**

Consultant shall provide assistance reviewing and checking projects, plans, subdivision and parcel maps, and computations submitted by private developers. Tasks may also include Review of engineering and encroachment permits and environmental and engineering reports and proposals.

Plan Check Reviews will include, but not limited to; review and determination of impacts to the Town's Special Permit Zones, review of grading plans and issuance of Grading Permits, incorporation of MS4 Permit requirements into plan check comments as required, review and determination of R/W Dedications required related to Town road widths and Capital Improvement Projects. Plan Check Reviews may include several rounds of review with comments provided at each stage of development (Planning, Building, etc.).

Potential Deliverables: Comment Response Matrix, Independent Cost Estimates, Independent Verifications, Review Conclusion Letters

- **Pavement Management and Analysis:**

  Consultant to provide the Town with pavement management, life cycle cost analysis, assessment of existing pavement and new pavement recommendation services as requested. Tasks provided can range from preliminary recommendations based off of field observations and previous reports to full detailed site investigations, lab analysis and recommendations to support the Town. Consultant may administer and update the Town's Street Saver software.

  Potential Deliverables: Pavement Life Cycle Cost Analysis, Pavement Recommendations, Cost Estimates, Pavement Management Plans

- **Preliminary Documents:**

  These services include preliminary documents, including; feasibility reports, alternatives analyses, plans and/or reports to document findings and recommendations. Consultant will develop selection criteria that will be used to determine alternatives for a wide range of projects. This selection criteria will be used to assess and develop alternatives that are feasible and fit within the project constraints while meeting stakeholder needs.

  Potential Deliverables: Alternative Pros/Cons, Project Cost Estimates, Conceptual Exhibits, Renderings, Plans and Feasibility Reports/Memorandums

- **Master Planning:**

  Consultant to provide the Town with master planning analysis and studies as requested. Tasks provided can encompass a varying scale of studies from qualitative justifications to full detailed reporting and modeling depending on the Town's needs.

  Potential Deliverables: Multimodal Master Plans, Analysis Studies, and Memos; Storm Drain Master Plan; Circulation Studies; Operation and Performance Assessments; Operations Analysis Reports; Data Collection

- **Traffic Analysis:**

Consultant to provide the Town with traffic analysis and studies as requested. Consultant will assess existing and proposed facilities to demonstrate their impacts on traffic operations. Tasks provided can encompass a varying scale of studies from qualitative justifications to full detailed reporting and modeling depending on the Town's needs.

Potential Deliverables: Traffic Analysis Studies & Memos, Circulation Studies, Traffic Engineering Performance Assessments, Traffic Operations Analysis Reports, Traffic Data Collection

- **Field Investigations, Data Collection, and Analysis:**

  Review of Existing Plans, Studies, and Other Relevant Documentation - Consultant, with the assistance of the Town, shall assemble all available information and reports pertaining to the Project including utility information, aerial maps, survey and right- of-way data, traffic analysis, drainage analyses, and any additional pertinent information for the Project to develop preliminary engineering.

  The Consultant shall provide a list of all other reports, plans, studies, documents and information that are needed for the design of the Project. The Town will provide copies of all records that are available at the Town. For all other records needed for the design of the Project, the Consultant shall be responsible for researching existing reports and obtaining and reviewing all pertinent Project- related data needed to prepare a complete PS&E package.

  Field Surveys - Consultant will review existing utility and improvement plans and conduct a visual field survey to review and record existing conditions to identify any unusual or special conditions that may affect the project design or construction. This will include inventory of existing facilities, including but not limited to roadway facilities, utilities, irrigation systems, landscaping, drainage, retaining walls, existing land use, and signage.

  Site Investigations and other services as deemed necessary.

  Potential Deliverables: List of Existing Data and Required Data to Complete Project, Summary of Field Surveys and Identification of Constraints, Drainage Reports

- **Land Surveying Services:**

  Land surveying services, including but not limited to field surveys, aerial surveys, and other topographic data collection and all necessary documentation (easements, boundary, and all other PLS requirements).

  The Consultant shall conduct topographic and boundary surveys for all properties within the Project area and establish horizontal and vertical control for the Project. Rights-of-Entry must be prepared, valid, and on-site at the time of survey. The Consultant shall contact Underground Service Alert (USA) to have existing utilities marked in field prior to the survey. Surveyor shall tie all utility pre-marks.

  Topographic surveys shall locate and determine elevations of existing topographic features, curbs, gutters, sidewalks, driveways, handicap ramps, edge of pavement, roadside drainage, significant trees, fences, signs, buildings, irrigation features, retaining walls. Locate all utilities, including but not limited to rims, utility services, and other potential conflicts. All pipe inverts (if any) shall be measured down from the existing rim elevation and noted in the survey notes. Pipe diameters, pipe materials, and directions should also be included in the survey notes.

- The Consultant's topographic and boundary survey shall conform to the requirement in the Town's Survey Requirements.
- Perform base mapping by plotting the field and boundary data in conformance with the Town's Capital Project Design Standards. Design deliverables must include a finished base map drawing both as a PDF and in AutoCAD Civil 3D 2016 format or newer. Drawings must include 3D objects.

Surveyor shall coordinate with the Geotechnical Engineer to tie all sample locations.

All point descriptions shall accurately describe the feature. Point descriptions shall include pertinent information such as tree diameter, the type of tree such as conifer or deciduous, type of utility, beginning or end of linear feature, material types such as AC or Concrete, and any other descriptions required to easily and accurately identify the feature. The use of generalized descriptions, such as "misc." or "util" shall not be used. Descriptions should use abbreviations to keep their size to a minimum.

It should be noted that prevailing wages will apply for certain professional services such as land surveying (flag persons, survey party chief, rodman or chainman), materials sampling and testing (such as drilling rig operators, pile driving, crane operators), inspection work, soils, or foundation investigations, environmental hazardous materials and so forth per the requirements of California State Prevailing Wage.

Potential Deliverables: Topographic Surveys, Control Surveys, Topographic Mapping, Drone Mapping and Surveys and Civil 3D Files all per Town Survey Requirements, Preliminary Title Reports, Final Base Map PDF and Civil 3D File

- **Environmental Clearance:**

  Consultant to lead CEQA/NEPA environmental clearance and permitting tasks. Potential environmental studies include, but are not limited to, Natural Environment Study, Noise Study, Air Quality Study, Visual Impact, Initial Site Assessment, Archaeological Survey Report, Historic Property Survey Report, and Historic Resources Evaluation Report. Information from the technical studies and field surveys will be used to prepare CEQA documents (Categorical Exemption, Initial Study/Mitigated Negative Declaration, and Environmental Impact Report) and NEPA documents (Categorical Exclusion, Environmental Assessment, and Environmental Impact Statement). Consultant will pay special attention to the appropriate funding agencies' specific requirements.

  Permits may be required for regulatory agencies including , but not limited to, the Central Valley Regional Water Quality Control Board, US Army Corps of Engineers, US Fish and Wildlife Services, California Department of Fish and Wildlife, and other agencies. Permits may also be required from Union Pacific Railroad (UPRR) California Public Utilities Commission (CPUC), and Caltrans.

Consultant to coordinate with regulatory agencies and submit permit applications for the necessary permits.

Town staff shall review all environmental and Caltrans documents prior to submittal or distribution. Documents shall be submitted in Word or PDF.

Consultant shall provide environmental construction surveys, monitoring and mitigation plans, monitoring and training of construction staff.

Potential Deliverables: Project Descriptions, Purpose and Need Statements, Technical Studies, Environmental Documents, Permit Applications, Survey and Monitoring Reports, Training Logs, Caltrans Preliminary Environmental Study, Project Approval and Environmental Documentation

- **Public Outreach:**

  Consultant will coordinate public outreach efforts for the Project, which could include developing a public outreach plan, hosting community meetings, meeting with community groups, conducting community assessments, hosting a webpage, and other related public outreach efforts. Public input will be an integral part of the Project and the Consultant should be prepared to oversee and direct outreach efforts and communications with a variety of audiences during this process, property owners, business owners, interest groups, including residents and other stakeholders.

  Organize and prepare presentations at meetings held by Town staff, the Town Council, neighborhood groups, and other stakeholders.

  Potential Deliverables: Exhibits, News Releases, Web Content, Notices, Flyers, Presentations

- **Right-of-Way Acquisition and Support:**

  The Consultant shall obtain all existing property ownership information needed to complete the design of this Project and complete right-of-way and easement acquisition documentation needed to construct the project. All work shall be in conformance with the Uniform Act. The Consultant shall obtain copies of Title Reports and other pertinent data, and coordinate with staff and property owners in preparation of final right-of-way documentation. The final documentation shall identify all affected parcels and their owners and describe additional right-of-way or easements necessary to construct the proposed improvements. Specific tasks may include: preparation of a Right of Entry for each property to authorize preliminary investigative and right of way work; the preparation of legal descriptions and plats of all right- of-way or easements needed for completion of the proposed improvements; appraisal of all properties where right- of-way or easements are required to construct the proposed improvements, including appraisal reviews where applicable; preparation of first written offer packages, for approval by the Town; negotiation with property owners to obtain right- of-way or easements, or "Right-of-Entry" agreements to construct the proposed improvements; and processing and recordation of all agreements, deeds, easements, Rights-of-Entry, and other property-related documentation.

Potential Deliverables: Project Tracking Table, Preliminary Title Reports, Appraisals, Waiver Evaluations, Appraisal Review Reports, Right of Way Agreements, Grant and Easements Deeds, Permit to Enter and Construct documents, Administrative Settlements, Diaries, Written Summary of Acquisitions, Impasse Letters, recorded Deeds and Easements, Escrow Documents, and Closing Statements, Caltrans Certification forms, Original Acquisition Files

- **Utility/Other Agency Investigation and Coordination:**

The Consultant shall coordinate with all potentially affected utility companies, Town and Caltrans, to ensure that all existing facilities owned, operated, and maintained by the respective entity, including both underground and overhead, are identified accurately prior to the final design phase. The Consultant shall coordinate efforts with each entity, to the extent needed, to prepare the PS&E package. The Consultant shall review the preliminary utility survey and plans completed during the preliminary engineering phase for the Project to verify that all affected utilities including, but not limited to water, electric, gas, communication, storm drain, irrigation, and sewer utilities have been identified within the Project limits.

Contact the utility companies that are impacted by the Project and have the utility companies delineate the location of existing facilities within the Project area. Improvement plans forwarded to the utility companies shall have Right-of-Way lines clearly shown.

If necessary, a second set of plans shall be provided to the utility companies showing sufficient horizontal and vertical information to enable them to determine the impact of the proposed facilities on existing utility facilities.

It will be the responsibility of the Consultant to identify potential points of conflict between proposed facilities and existing or proposed utility company facilities. The Consultant will coordinate resolution of these problems by working with the Town and utility company personnel, including arranging for utility pot-holing, to produce a recommendation for alternative construction that will minimize or eliminate the problem. Copies of the utility locations provided to the Consultant by the utility companies shall be submitted to the Town.

Potential Deliverables: Conflict Maps, Pot-Holing Records, Utility "A", "B" and "C" Letters, Utility Agreements

- **Geotechnical Investigation:**

Geotechnical analysis shall be provided to the Town as requested and may consist of field exploration, laboratory testing, geotechnical engineering analysis, and report preparation.

The geotechnical samples shall be coordinated with survey to tie all sample locations. Coordination and approval from the Town shall be required prior to commencement of the work. It is the Consultant's responsibility to determine the locations of all soil tests and borings. The Town will review the locations for concurrence. The Consultant shall notify both the Town and affected property owners at least 48 hours prior to boring operations. Right of Entries must be valid, and on site during geotechnical activities. Immediately after obtaining soil samples, boring holes shall be backfilled with non-shrink grout or an alternate material acceptable to the Town's.

The Consultant shall be available to clarify geotechnical information and answer questions during design, bidding, and construction phases for the Project.

Potential Deliverables: Preliminary Recommendations, Field Investigations, Laboratory Analysis, Material Testing, Materials and Foundation Reports, Log of Test Borings

- **Design:**

  Consultant shall provide geometric, roadway, bike path, pedestrian path, drainage, storm drain, electrical, lighting, grading, park, parking lot and site layout design services. The Consultant shall also provide a wide range of architectural and structural design services including; facilities, bridge, retaining wall, sound wall, and miscellaneous drainage structure design. These services range in scale from preliminary conceptual design to full detailed design to support PS&E.

  Design shall include plan, specification and estimate submittals of 30%, 60%, 90%, and final plans (Bid Set). Final plans, specifications and estimate shall include wet-signed originals. Contract plans shall be computer generated using AutoCAD Civil 3D software, version 2016 or later.

  The Consultant will prepare complete contract plans in conformance with the Town of Paradise Improvement Standards, Town of Paradise Post-Construction Standards Plan, and Caltrans 2022 Standard Plans and Specifications. These plans will include at a minimum: title sheet, control and layout sheet, typical sections and construction details, plan and profile sheets, cross sections, erosion control plans, staging and phasing construction plans, utility plans, signage and striping plans, electrical systems and lighting plans, traffic signal plans, and landscape plans.

  The plans shall indicate all items of work, details, and specifications, including but not limited to: existing conditions, construction staging and phasing, temporary and permanent erosion control, traffic control, clearing and grubbing, cutting and capping existing facilities, utility relocation and undergrounding, earthwork - grading, paving, slopes, curb and gutter, cross gutters, sidewalk, pedestrian ramps, walkways and access ramps, pavement and base, drainage facilities, traffic engineering - signing and striping, traffic signals, signal interconnection conduit, fencing, electrical systems and lighting, security systems, decorative hardscape, landscaping, and other related work required to complete the project. Review and incorporate improvement recommendations from the Town's Storm Drain Master Plan into projects.

  All items of work shall be shown both in plan view and profile view.

  The Consultant shall prepare, in Microsoft Word and Excel formats all technical specifications, bid sheets, measurement and payment clauses for use in connection with Caltrans Standard Specifications 2022, Bid Book, and bid pages.

The Town will be responsible for preparation of the standard contract, and legal provisions.

All reports, design submittals, plans, specifications, estimates, and other documents prepared or obtained under the agreement entered into by Town and Consultant for this work will be delivered to and become the property of Town.

Potential Deliverables: Civil 3D Design Files, Supporting Calculations, Independent Design Check Comments/Responses, Plans, Reports (hydraulics, etc.), Concept Drawings and Studies

- **Bidding and Construction Support:**

  While Town will advertise the Projects for construction, the Consultant shall assist the Town in the bidding and selection process.

  The Consultant shall assist the Town in preparing all necessary addenda and provide clarification to the Town regarding any questions on the bid documents during the bid phase. The Consultant may need to attend the Pre-Construction Meeting and other meetings with Town staff, other agencies, and the public as required by the Town. Consultant and sub-consultants shall be available to comment on various design and construction issues during the construction phase, including submittals, requests for information, and change order requests.

  The Consultant shall assist the Town in completing "front end" bid documents in accordance with Town, and other relevant ordinances, regulations and statutes.

  The Consultant, if requested, shall assist the Town in preparing all advertising text, in accordance with the relevant statutes and regulations. The Town shall be responsible for the actual advertising of the bid.

  The Consultant shall assist the Town in evaluating the bids, selecting the Contractor, and awarding the contract. This shall include assisting in documenting the basis for any bid rejection, if at the sole discretion of the Town this is considered necessary for the public interest.

  Potential Deliverables: Bid Document Addenda, Response to Bid Inquiries, Pre-Construction Meeting Agenda and Minutes

- **Construction Administrative Services:**

  The Consultant shall provide assistance during construction on the content of the contract plans and specifications, review of submittals and shop drawings submitted by the Contractor, responding to requests for information, performance of periodic and final inspections, approve progress payments and lien releases submitted by the Contractor, and certification that the Contractor has completed the Project in conformance with the Project plans and specifications

  Potential Deliverables: RFI Responses, Submittal Approvals, Site Inspections, Weekly Statement of Working Days, Contract Change Orders, Project Closeout Documents

Requested Professional Engineering services may include other related professional and administrative tasks to assist the Town depending on the scope of the proposed project. These services shall be in accordance with applicable law, HUD/HCD requirements, Caltrans Standards, FHWA Standards, FEMA requirements, and the Town's Standards.

EXHIBIT B COMPENSATION

Consultant

On-Call Professional Engineering Services – Pentz Road Corridor
Project Title

Varies
Budget Account Number

Compensation for services shall be in accordance with the specified rates of compensation, shown on the following pages. Approved ICRs are fixed for the life of the contract.

SAMPLE COST PROPOSAL 2

SPECIFIC RATE OF COMPENSATION (USE FOR ON-CALL OR AS-NEEDED CONTRACTS)
(CONSTRUCTION ENGINEERING AND INSPECTION CONTRACTS)

Note: Mark-Ups are Not Allowed

Consultant: Dokken Engineering — ☑ Prime Consultant ☐ Subconsultant ☐ 2nd Tier Subconsultant

Project No.: On-Call Professional Engineering Services - Pentz Road — Contract No. TBD — Participation Amount $ TBD — Date: 20-Jul-23

For Combined Rate	Fringe Benefit % + General & Administrative %	=	165.00%	Combined ICR%
For Home Office Rate	Fringe Benefit % + General & Administrative %	=		Home Office ICR%
For Field Office Rate	Fringe Benefit % + General & Administrative %	=		Field Office ICR%
	Fee	=	10.00%	

BILLING INFORMATION / **CALCULATION INFORMATION**

Name/Job Title/Classification[1]	Hourly Billing Rates[2] Straight[3]	OT(1.5x)	OT(2x)	Effective Date of Hourly From	To	Actual or Average Hourly Rate[4]	% or $ Increase	Hourly Range - for Classifications Only
Brian Stephenson, PE*	$227.37	N/A	N/A	1/1/2023	12/31/2023	$78.00		Not Applicable
Project Manager	$238.74	N/A	N/A	1/1/2024	12/31/2024	$81.90	5.00%	
Senior Engineer 2	$250.68	N/A	N/A	1/1/2025	12/31/2025	$86.00	5.00%	
Exempt	$263.21	N/A	N/A	1/1/2026	12/31/2026	$90.29	5.00%	
	$276.37	N/A	N/A	1/1/2027	12/31/2027	$94.81	5.00%	
Ashley Orsaba-Finders, PE, QSD/P*	$206.97	N/A	N/A	1/1/2023	12/31/2023	$71.00		Not Applicable
Task Order Lead	$217.31	N/A	N/A	1/1/2024	12/31/2024	$74.55	5.00%	
Senior Engineer 1	$228.18	N/A	N/A	1/1/2025	12/31/2025	$78.28	5.00%	
Exempt	$239.59	N/A	N/A	1/1/2026	12/31/2026	$82.19	5.00%	
	$251.57	N/A	N/A	1/1/2027	12/31/2027	$86.30	5.00%	
Pamela Dalcin-Walling, PE, QSD/P*	$259.44	N/A	N/A	1/1/2023	12/31/2023	$89.00		Not Applicable
Task Order Lead	$272.41	N/A	N/A	1/1/2024	12/31/2024	$93.45	5.00%	
Senior Engineer 2	$286.03	N/A	N/A	1/1/2025	12/31/2025	$98.12	5.00%	
Exempt	$300.33	N/A	N/A	1/1/2026	12/31/2026	$103.03	5.00%	
	$315.34	N/A	N/A	1/1/2027	12/31/2027	$108.18	5.00%	
Michael Greer, PE*	$244.86	N/A	N/A	1/1/2023	12/31/2023	$84.00		Not Applicable
Task Order Lead	$257.10	N/A	N/A	1/1/2024	12/31/2024	$88.20	5.00%	
Senior Engineer 2	$269.96	N/A	N/A	1/1/2025	12/31/2025	$92.61	5.00%	
Exempt	$283.46	N/A	N/A	1/1/2026	12/31/2026	$97.24	5.00%	
	$297.63	N/A	N/A	1/1/2027	12/31/2027	$102.10	5.00%	
Justin Thornber, PE*	$177.82	N/A	N/A	1/1/2023	12/31/2023	$61.00		Not Applicable
Task Order Lead	$186.71	N/A	N/A	1/1/2024	12/31/2024	$64.05	5.00%	
Associate Engineer 2	$196.04	N/A	N/A	1/1/2025	12/31/2025	$67.25	5.00%	
Exempt	$205.84	N/A	N/A	1/1/2026	12/31/2026	$70.62	5.00%	
	$216.14	N/A	N/A	1/1/2027	12/31/2027	$74.15	5.00%	

SAMPLE COST PROPOSAL 2

SPECIFIC RATE OF COMPENSATION (USE FOR ON-CALL OR AS-NEEDED CONTRACTS)
(CONSTRUCTION ENGINEERING AND INSPECTION CONTRACTS)

Note: Mark-Ups are Not Allowed

Consultant: Dokken Engineering ☑ Prime Consultant ☐ Subconsultant ☐ 2nd Tier Subconsultant

Project No. On-Call Professional Engineering Services - Pentz Road Contract No. TBD Participation Amount $ TBD Date 20-Jul-23

For Combined Rate	Fringe Benefit % + General & Administrative %	=	165.00%	Combined ICR%
For Home Office Rate	Fringe Benefit % + General & Administrative %	=		Home Office ICR%
For Field Office Rate	Fringe Benefit % + General & Administrative %	=		Field Office ICR%
	Fee	=	10.00%	

BILLING INFORMATION / **CALCULATION INFORMATION**

Name/Job Title/Classification[1]	Hourly Billing Rates[2] Straight[3]	OT(1.5x)	OT(2x)	Effective Date of Hourly From	To	Actual or Average Hourly Rate[4]	% or $ Increase	Hourly Range - for Classifications Only
STAFF	$291.50 - $408.10	N/A	N/A	1/1/2023	12/31/2023	$120.00		$100.00 - $140.00
Principal in Charge	$306.08 - $428.51	N/A	N/A	1/1/2024	12/31/2024	$126.00	5.00%	$105.00 - $147.00
Exempt	$321.38 - $449.93	N/A	N/A	1/1/2025	12/31/2025	$132.30	5.00%	$110.25 - $154.35
	$337.45 - $472.43	N/A	N/A	1/1/2026	12/31/2026	$138.92	5.00%	$115.76 - $162.07
	$354.32 - $496.05	N/A	N/A	1/1/2027	12/31/2027	$145.86	5.00%	$121.55 - $170.17
STAFF	$204.05 - $291.50	N/A	N/A	1/1/2023	12/31/2023	$85.00		$70.00 - $100.00
QA/QC Manager	$214.25 - $306.08	N/A	N/A	1/1/2024	12/31/2024	$89.25	5.00%	$73.50 - $105.00
Exempt	$224.97 - $321.38	N/A	N/A	1/1/2025	12/31/2025	$93.71	5.00%	$77.18 - $110.25
	$236.21 - $337.45	N/A	N/A	1/1/2026	12/31/2026	$98.40	5.00%	$81.03 - $115.76
	$248.02 - $354.32	N/A	N/A	1/1/2027	12/31/2027	$103.32	5.00%	$85.09 - $121.55
STAFF	$204.05 - $291.50	N/A	N/A	1/1/2023	12/31/2023	$85.00		$70.00 - $100.00
Senior Engineer 2	$214.25 - $306.08	N/A	N/A	1/1/2024	12/31/2024	$89.25	5.00%	$73.50 - $105.00
Exempt	$224.97 - $321.38	N/A	N/A	1/1/2025	12/31/2025	$93.71	5.00%	$77.18 - $110.25
	$236.21 - $337.45	N/A	N/A	1/1/2026	12/31/2026	$98.40	5.00%	$81.03 - $115.76
	$248.02 - $354.32	N/A	N/A	1/1/2027	12/31/2027	$103.32	5.00%	$85.09 - $121.55
STAFF	$174.90 - $262.35	N/A	N/A	1/1/2023	12/31/2023	$75.00		$60.00 - $90.00
Senior Engineer 1	$183.65 - $275.47	N/A	N/A	1/1/2024	12/31/2024	$78.75	5.00%	$63.00 - $94.50
Exempt	$192.83 - $289.24	N/A	N/A	1/1/2025	12/31/2025	$82.69	5.00%	$66.15 - $99.23
	$202.47 - $303.70	N/A	N/A	1/1/2026	12/31/2026	$86.82	5.00%	$69.46 - $104.19
	$212.59 - $318.89	N/A	N/A	1/1/2027	12/31/2027	$91.16	5.00%	$72.93 - $109.40
STAFF	$160.33 - $189.48	N/A	N/A	1/1/2023	12/31/2023	$60.00		$55.00 - $65.00
Associate Engineer 2	$168.34 - $198.95	N/A	N/A	1/1/2024	12/31/2024	$63.00	5.00%	$57.75 - $68.25
Exempt	$176.76 - $208.90	N/A	N/A	1/1/2025	12/31/2025	$66.15	5.00%	$60.64 - $71.66
	$185.60 - $219.34	N/A	N/A	1/1/2026	12/31/2026	$69.46	5.00%	$63.67 - $75.25
	$194.88 - $230.31	N/A	N/A	1/1/2027	12/31/2027	$72.93	5.00%	$66.85 - $79.01

SAMPLE COST PROPOSAL 2

SPECIFIC RATE OF COMPENSATION (USE FOR ON-CALL OR AS-NEEDED CONTRACTS)
(CONSTRUCTION ENGINEERING AND INSPECTION CONTRACTS)

Note: Mark-Ups are Not Allowed

Consultant: Dokken Engineering ☑ Prime Consultant ☐ Subconsultant ☐ 2nd Tier Subconsultant

Project No. On-Call Professional Engineering Services - Pentz Road Contract No. TBD Participation Amount $ TBD Date 20-Jul-23

For Combined Rate Fringe Benefit % + General & Administrative %	=	165.00%	Combined ICR%
For Home Office Rate Fringe Benefit % + General & Administrative %	=		Home Office ICR%
For Field Office Rate Fringe Benefit % + General & Administrative %	=		Field Office ICR%
Fee	=	10.00%	

BILLING INFORMATION / **CALCULATION INFORMATION**

Name/Job Title/Classification[1]	Hourly Billing Rates[2] Straight[3]	OT(1.5x)	OT(2x)	Effective Date of Hourly From	To	Actual or Average Hourly Rate[4]	% or $ Increase	Hourly Range - for Classifications Only
STAFF	$139.92 - $169.07	N/A	N/A	1/1/2023	12/31/2023	$53.00		$48.00 - $58.00
Associate Engineer 1	$146.92 - $177.52	N/A	N/A	1/1/2024	12/31/2024	$55.65	5.00%	$50.40 - $60.90
Exempt	$154.26 - $186.40	N/A	N/A	1/1/2025	12/31/2025	$58.43	5.00%	$52.92 - $63.95
	$161.97 - $195.72	N/A	N/A	1/1/2026	12/31/2026	$61.35	5.00%	$55.57 - $67.14
	$170.07 - $205.51	N/A	N/A	1/1/2027	12/31/2027	$64.42	5.00%	$58.34 - $70.50
STAFF	$116.60 - $145.75	N/A	N/A	1/1/2023	12/31/2023	$45.00		$40.00 - $50.00
Assistant Engineer 2	$122.43 - $153.04	N/A	N/A	1/1/2024	12/31/2024	$47.25	5.00%	$42.00 - $52.50
Exempt	$128.55 - $160.69	N/A	N/A	1/1/2025	12/31/2025	$49.61	5.00%	$44.10 - $55.13
	$134.98 - $168.72	N/A	N/A	1/1/2026	12/31/2026	$52.09	5.00%	$46.31 - $57.88
	$141.73 - $177.16	N/A	N/A	1/1/2027	12/31/2027	$54.70	5.00%	$48.62 - $60.78
STAFF	$99.11 - $128.26	N/A	N/A	1/1/2023	12/31/2023	$39.00		$34.00 - $44.00
Assistant Engineer 1	$104.07 - $134.67	N/A	N/A	1/1/2024	12/31/2024	$40.95	5.00%	$35.70 - $46.20
Exempt	$109.27 - $141.41	N/A	N/A	1/1/2025	12/31/2025	$43.00	5.00%	$37.49 - $48.51
	$114.73 - $148.48	N/A	N/A	1/1/2026	12/31/2026	$45.15	5.00%	$39.36 - $50.94
	$120.47 - $155.90	N/A	N/A	1/1/2027	12/31/2027	$47.40	5.00%	$41.33 - $53.48
STAFF	$174.90 - $262.35	N/A	N/A	1/1/2023	12/31/2023	$75.00		$60.00 - $90.00
Senior CAD	$183.65 - $275.47	N/A	N/A	1/1/2024	12/31/2024	$78.75	5.00%	$63.00 - $94.50
Exempt	$192.83 - $289.24	N/A	N/A	1/1/2025	12/31/2025	$82.69	5.00%	$66.15 - $99.23
	$202.47 - $303.70	N/A	N/A	1/1/2026	12/31/2026	$86.82	5.00%	$69.46 - $104.19
	$212.59 - $318.89	N/A	N/A	1/1/2027	12/31/2027	$91.16	5.00%	$72.93 - $109.40
STAFF	$61.22 - $177.82	$91.82 - $266.72	$122.43 - $355.63	1/1/2023	12/31/2023	$41.00		$21.00 - $61.00
CAD / Engineering Technician	$64.28 - $186.71	$96.41 - $280.06	$128.55 - $373.41	1/1/2024	12/31/2024	$43.05	5.00%	$22.05 - $64.05
Non-Exempt	$67.49 - $196.04	$101.23 - $294.06	$134.98 - $392.08	1/1/2025	12/31/2025	$45.20	5.00%	$23.15 - $67.25
	$70.86 - $205.84	$106.30 - $308.76	$141.73 - $411.69	1/1/2026	12/31/2026	$47.46	5.00%	$24.31 - $70.62
	$74.41 - $216.14	$111.61 - $324.20	$148.81 - $432.27	1/1/2027	12/31/2027	$49.84	5.00%	$25.53 - $74.15

SAMPLE COST PROPOSAL 2

SPECIFIC RATE OF COMPENSATION (USE FOR ON-CALL OR AS-NEEDED CONTRACTS)
(CONSTRUCTION ENGINEERING AND INSPECTION CONTRACTS)

Note: Mark-Ups are Not Allowed

Consultant: Dokken Engineering ☑ Prime Consultant ☐ Subconsultant ☐ 2nd Tier Subconsultant

Project No. On-Call Professional Engineering Services - Pentz Road Contract No. TBD Participation Amount $ TBD Date 20-Jul-23

For Combined Rate	Fringe Benefit % + General & Administrative %	= 165.00%	Combined ICR%
For Home Office Rate	Fringe Benefit % + General & Administrative %	=	Home Office ICR%
For Field Office Rate	Fringe Benefit % + General & Administrative %	=	Field Office ICR%
	Fee	=	10.00%

BILLING INFORMATION / **CALCULATION INFORMATION**

Name/Job Title/Classification[1]	Hourly Billing Rates[2] Straight[3]	OT(1.5x)	OT(2x)	Effective Date of Hourly From	To	Actual or Average Hourly Rate[4]	% or $ Increase	Hourly Range - for Classifications Only
STAFF	$204.05 - $291.50	N/A	N/A	1/1/2023	12/31/2023	$85.00		$70.00 - $100.00
Environmental Manager	$214.25 - $306.08	N/A	N/A	1/1/2024	12/31/2024	$89.25	5.00%	$73.50 - $105.00
Exempt	$224.97 - $321.38	N/A	N/A	1/1/2025	12/31/2025	$93.71	5.00%	$77.18 - $110.25
	$236.21 - $337.45	N/A	N/A	1/1/2026	12/31/2026	$98.40	5.00%	$81.03 - $115.76
	$248.02 - $354.32	N/A	N/A	1/1/2027	12/31/2027	$103.32	5.00%	$85.09 - $121.55
STAFF	$137.01 - $224.46	N/A	N/A	1/1/2023	12/31/2023	$62.00		$47.00 - $77.00
Senior Environmental Planner	$143.86 - $235.68	N/A	N/A	1/1/2024	12/31/2024	$65.10	5.00%	$49.35 - $80.85
Exempt	$151.05 - $247.46	N/A	N/A	1/1/2025	12/31/2025	$68.36	5.00%	$51.82 - $84.89
	$158.60 - $259.83	N/A	N/A	1/1/2026	12/31/2026	$71.77	5.00%	$54.41 - $89.14
	$166.53 - $272.83	N/A	N/A	1/1/2027	12/31/2027	$75.36	5.00%	$57.13 - $93.59
STAFF	$107.86 - $137.01	N/A	N/A	1/1/2023	12/31/2023	$42.00		$37.00 - $47.00
Associate Environmental Planner	$113.25 - $143.86	N/A	N/A	1/1/2024	12/31/2024	$44.10	5.00%	$38.85 - $49.35
Exempt	$118.91 - $151.05	N/A	N/A	1/1/2025	12/31/2025	$46.31	5.00%	$40.79 - $51.82
	$124.86 - $158.60	N/A	N/A	1/1/2026	12/31/2026	$48.62	5.00%	$42.83 - $54.41
	$131.10 - $166.53	N/A	N/A	1/1/2027	12/31/2027	$51.05	5.00%	$44.97 - $57.13
STAFF	$90.37 - $119.52	N/A	N/A	1/1/2023	12/31/2023	$36.00		$31.00 - $41.00
Environmental Planner	$94.88 - $125.49	N/A	N/A	1/1/2024	12/31/2024	$37.80	5.00%	$32.55 - $43.05
Exempt	$99.63 - $131.77	N/A	N/A	1/1/2025	12/31/2025	$39.69	5.00%	$34.18 - $45.20
	$104.61 - $138.35	N/A	N/A	1/1/2026	12/31/2026	$41.67	5.00%	$35.89 - $47.46
	$109.84 - $145.27	N/A	N/A	1/1/2027	12/31/2027	$43.76	5.00%	$37.68 - $49.84
STAFF	$160.33 - $247.78	N/A	N/A	1/1/2023	12/31/2023	$70.00		$55.00 - $85.00
Right of Way Manager	$168.34 - $260.16	N/A	N/A	1/1/2024	12/31/2024	$73.50	5.00%	$57.75 - $89.25
Exempt	$176.76 - $273.17	N/A	N/A	1/1/2025	12/31/2025	$77.18	5.00%	$60.64 - $93.71
	$185.60 - $286.83	N/A	N/A	1/1/2026	12/31/2026	$81.03	5.00%	$63.67 - $98.40
	$194.88 - $301.17	N/A	N/A	1/1/2027	12/31/2027	$85.09	5.00%	$66.85 - $103.32

SAMPLE COST PROPOSAL 2

SPECIFIC RATE OF COMPENSATION (USE FOR ON-CALL OR AS-NEEDED CONTRACTS)
(CONSTRUCTION ENGINEERING AND INSPECTION CONTRACTS)

Note: Mark-Ups are Not Allowed

Consultant: Dokken Engineering — ☑ Prime Consultant ☐ Subconsultant ☐ 2nd Tier Subconsultant

Project No.: On-Call Professional Engineering Services - Pentz Road — Contract No. TBD — Participation Amount $ TBD — Date 15-Jan-25

For Combined Rate	Fringe Benefit % + General & Administrative %	= 165.00%	Combined ICR%
For Home Office Rate	Fringe Benefit % + General & Administrative %	=	Home Office ICR%
For Field Office Rate	Fringe Benefit % + General & Administrative %	=	Field Office ICR%
	Fee	=	10.00%

BILLING INFORMATION / **CALCULATION INFORMATION**

Name/Job Title/Classification[1]	Hourly Billing Rates[2] Straight[3]	OT(1.5x)	OT(2x)	Effective Date of Hourly From	To	Actual **or** Average Hourly Rate[4]	% or $ Increase	Hourly Range - for Classifications Only
STAFF	$116.60 - $204.05	N/A	N/A	1/1/2023	12/31/2023	$55.00		$40.00 - $70.00
Senior Right of Way Agent	$122.43 - $214.25	N/A	N/A	1/1/2024	12/31/2024	$57.75	5.00%	$42.00 - $73.50
Exempt	$128.55 - $224.97	N/A	N/A	1/1/2025	12/31/2025	$60.64	5.00%	$44.10 - $77.18
	$134.98 - $236.21	N/A	N/A	1/1/2026	12/31/2026	$63.67	5.00%	$46.31 - $81.03
	$141.73 - $248.02	N/A	N/A	1/1/2027	12/31/2027	$66.85	5.00%	$48.62 - $85.09
STAFF	$87.45 - $145.75	$131.18 - $218.63	$174.90 - $291.50	1/1/2023	12/31/2023	$40.00		$30.00 - $50.00
Right of Way Agent	$91.82 - $153.04	$137.73 - $229.56	$183.65 - $306.08	1/1/2024	12/31/2024	$42.00	5.00%	$31.50 - $52.50
Non-Exempt	$96.41 - $160.69	$144.62 - $241.03	$192.83 - $321.38	1/1/2025	12/31/2025	$44.10	5.00%	$33.08 - $55.13
	$101.23 - $168.72	$151.85 - $253.09	$202.47 - $337.45	1/1/2026	12/31/2026	$46.31	5.00%	$34.73 - $57.88
	$106.30 - $177.16	$159.44 - $265.74	$212.59 - $354.32	1/1/2027	12/31/2027	$48.62	5.00%	$36.47 - $60.78
STAFF	$87.45 - $189.48	N/A	N/A	1/1/2023	12/31/2023	$47.50		$30.00 - $65.00
Appraiser	$91.82 - $198.95	N/A	N/A	1/1/2024	12/31/2024	$49.88	5.00%	$31.50 - $68.25
Exempt	$96.41 - $208.90	N/A	N/A	1/1/2025	12/31/2025	$52.37	5.00%	$33.08 - $71.66
	$101.23 - $219.34	N/A	N/A	1/1/2026	12/31/2026	$54.99	5.00%	$34.73 - $75.25
	$106.30 - $230.31	N/A	N/A	1/1/2027	12/31/2027	$57.74	5.00%	$36.47 - $79.01
STAFF	$58.30 - $116.60	$87.45 - $174.90	$116.60 - $233.20	1/1/2023	12/31/2023	$30.00		$20.00 - $40.00
Right of Way Assistant / Technician	$61.22 - $122.43	$91.82 - $183.65	$122.43 - $244.86	1/1/2024	12/31/2024	$31.50	5.00%	$21.00 - $42.00
Non-Exempt	$64.28 - $128.55	$96.41 - $192.83	$128.55 - $257.10	1/1/2025	12/31/2025	$33.08	5.00%	$22.05 - $44.10
	$67.49 - $134.98	$101.23 - $202.47	$134.98 - $269.96	1/1/2026	12/31/2026	$34.73	5.00%	$23.15 - $46.31
	$70.86 - $141.73	$106.30 - $212.59	$141.73 - $283.46	1/1/2027	12/31/2027	$36.47	5.00%	$24.31 - $48.62

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

3. Billing rate = actual hourly rate * (1+ ICR) * (1+ Fee). 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. All costs must comply with the Federal cost principles for reimbursement

4. For named employees and key personnel enter the actual hourly rate. For classifications only, enter the Average Hourly Rate for that classification.

SAMPLE COST PROPOSAL 2

SPECIFIC RATE OF COMPENSATION (USE FOR ON-CALL OR AS-NEEDED CONTRACTS)
(CONSTRUCTION ENGINEERING AND INSPECTION CONTRACTS)

Note: Mark-Ups are Not Allowed

Consultant: Dokken Engineering

☑ Prime Consultant ☐ Subconsultant ☐ 2nd Tier Subconsultant

Project No.: On-Call Professional Engineering Services - Pentz Road Contract No. TBD

Participation Amount $ TBD Date 20-Jul-23

For Combined Rate	Fringe Benefit % + General & Administrative %	=	165.00%	Combined ICR%
For Home Office Rate	Fringe Benefit % + General & Administrative %	=		Home Office ICR%
For Field Office Rate	Fringe Benefit % + General & Administrative %	=		Field Office ICR%
	Fee	=	10.00%	

BILLING INFORMATION / **CALCULATION INFORMATION**

Name/Job Title/Classification[1]	Hourly Billing Rates[2] Straight[3]	OT(1.5x)	OT(2x)	Effective Date of Hourly From	To	Actual or Average Hourly Rate[4]	% or $ Increase	Hourly Range - for Classifications Only
STAFF	$116.60 - $204.05	N/A	N/A	1/1/2023	12/31/2023	$55.00		$40.00 - $70.00
Senior Right of Way Agent	$122.43 - $214.25	N/A	N/A	1/1/2024	12/31/2024	$57.75	5.00%	$42.00 - $73.50
Exempt	$128.55 - $224.97	N/A	N/A	1/1/2025	12/31/2025	$60.64	5.00%	$44.10 - $77.18
	$134.98 - $236.21	N/A	N/A	1/1/2026	12/31/2026	$63.67	5.00%	$46.31 - $81.03
	$141.73 - $248.02	N/A	N/A	1/1/2027	12/31/2027	$66.85	5.00%	$48.62 - $85.09
STAFF	$87.45 - $145.75	$131.18 - $218.[illegible]	$174.90 - $291.50	1/1/2023	12/31/2023	$40.00		$30.00 - $50.00
Right of Way Agent	$91.82 - $153.04	$137.73 - $2[illegible]9.56	$183.65 - $306.08	1/1/2024	12/31/2024	$42.00	5.00%	$31.50 - $52.50
Non-Exempt	$96.41 - $160.69	$144.62 - $241.0[illegible]	$192.83 - $321.38	1/1/2025	12/31/2025	$44.10	5.00%	$33.08 - $55.13
	$101.23 - $168.72	$1[illegible]1.85 - [illegible].09	$202.47 - $337.45	1/1/2026	12/31/2026	$46.31	5.00%	$34.73 - $57.88
	$106.30 - $177.16	$1[illegible]9.4[illegible] - $265.74	$212.59 - $354.32	1/1/2027	12/31/2027	$48.62	5.00%	$36.47 - $60.78

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

3. Billing rate = actual hourly rate * (1+ ICR) * (1+ Fee). 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. All costs must comply with the Federal cost principles for reimbursement

4. For named employees and key personnel enter the actual hourly rate. For classifications only, enter the Average Hourly Rate for that classification.

SUPERCEDED

SAMPLE COST PROPOSAL 2

SPECIFIC RATE OF COMPENSATION (USE FOR ON-CALL OR AS-NEEDED CONTRACTS)
(CONSTRUCTION ENGINEERING AND INSPECTION CONTRACTS)

Note: Mark-Ups are Not Allowed

Consultant: Dokken Engineering ☑ Prime Consultant ☐ Subconsultant ☐ 2nd Tier Subconsultant

Project No.: On-Call Professional Engineering Services - Pentz Road Contract No. TBD Participation Amount $ TBD Date 20-Jul-23

SCHEDULE OF OTHER DIRECT COST ITEMS

Description of Item	Quantity	Unit	Unit Cost	Total
Outside Reproduction		Each	$ -	Actual Cost
Permit Fees		Each	$ -	Actual Cost
Public Notice Advertisements		Each	$ -	Actual Cost
Record Search Fees		Each	$ -	Actual Cost
Mapping Fees		Each	$ -	Actual Cost
Title Reports		Each	$ -	Actual Cost
Room and Equipment Rentals		Each	$ -	Actual Cost
Traffic Control		Each	$ -	Actual Cost
Utility Potholing		Each	$ -	Actual Cost
Appraisals/Appraisal Reviews		Each	$ -	Actual Cost
Mileage Costs		Miles	$ -	IRS Rate
Lodging		Each	$ -	US GSA Rates for 95969
Meals and Incidentals		Each	$ -	US GSA Rates for 95969
			$ -	
			$ -	
			$ -	
			$ -	
			$ -	

NOTES:

1. List direct cost items with estimated costs. These costs should be competitive in their respective industries and supported with appropriate documentations.
2. Proposed ODC items should be consistently billed regardless of client and contract type.
3. Items when incurred for the same purpose, in like circumstance, should not be included in any indirect cost pool or in the overhead rate.
4. Items such as special tooling, will be reimbursed at actual cost with supporting documentation (invoice).
5. Items listed above that would be considered "tools of the trade" are not reimbursable as other direct cost.
6. Travel related costs should be pre-approved by the contracting agency and shall not exceed current State Department of Personnel Adminstration rules.
7. If mileage is claimed, the rate should be properly supported by the consultant's calculation of their actual costs for company vehicles. In addition, the miles claimed should be supported by mileage logs.
8. If a consultant proposes rental costs for a vehicle, the company must demonstrate that this is its standard procedure for all of their contracts and that they do not own any vehicles that could be used for the same purpose.
9. The cost proposal format shall not be amended. All costs must comply with the Federal cost principles.
10. Add additional pages if necessary.
11. Subconsultants must provide their own cost proposals.

SAMPLE COST PROPOSAL 2
SPECIFIC RATE OF COMPENSATION (USE FOR ON-CALL OR AS-NEEDED CONTRACTS)
(CONSTRUCTION ENGINEERING AND INSPECTION CONTRACTS)

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.

Prime Consultant or Subconsultant Certifying:

Name: John A. Klemunes, Jr. Title *: President

Signature: John A Klemunes Jr Date of Certification (mm/dd/yyyy): 7/20/2023

Email: jklemunes@dokkenengineering.com Phone Number: 916-858-0642

Address: 110 Blue Ravine Road, Suite 200, Folsom, CA 95630

*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, Environmental, and Right of Way Services

SAMPLE COST PROPOSAL 2

SPECIFIC RATE OF COMPENSATION (USE FOR ON-CALL OR AS-NEEDED CONTRACTS)
(CONSTRUCTION ENGINEERING AND INSPECTION CONTRACTS)

Note: Mark-Ups are Not Allowed

Consultant: Bajada Geosciences, Inc. ☐ Prime Consultant ☑ Subconsultant ☐ 2nd Tier Subconsultant

Project No.: On-Call Engineering Services - Pentz Road Contract No. TBD Participation Amount $ ______ Date 20-Jul-23

For Combined Rate	Fringe Benefit % + General & Administrative %	=	122.60%	Combined ICR%
For Home Office Rate	Fringe Benefit % + General & Administrative %	=		Home Office ICR%
For Field Office Rate	Fringe Benefit % + General & Administrative %	=		Field Office ICR%
	Fee	=		10.00%

BILLING INFORMATION / **CALCULATION INFORMATION**

Name/Job Title/Classification[1]	Hourly Billing Rates[2] Straight[3]	OT(1.5x)	OT(2x)	Effective Date of Hourly From	To	Actual **or** Average Hourly Rate[4]	% or $ Increase	Hourly Range - for Classifications Only
James Bianchin	$152.30	N/A	N/A	1/1/2023	12/31/2023	$62.20		Not Applicable
Principal Engineering Geologist	$159.92	N/A	N/A	1/1/2024	12/31/2024	$65.31	5.00%	
Exempt	$167.91	N/A	N/A	1/1/2025	12/31/2025	$68.58	5.00%	
	$176.31	N/A	N/A	1/1/2026	12/31/2026	$72.00	5.00%	
	$185.13	N/A	N/A	1/1/2027	12/31/2027	$75.60	5.00%	
Jon Everett	$152.30	N/A	N/A	1/1/2023	12/31/2023	$62.20		Not Applicable
Principal Geotechnical Engineer	$159.92	N/A	N/A	1/1/2024	12/31/2024	$65.31	5.00%	
Exempt	$167.91	N/A	N/A	1/1/2025	12/31/2025	$68.58	5.00%	
	$176.31	N/A	N/A	1/1/2026	12/31/2026	$72.00	5.00%	
	$185.13	N/A	N/A	1/1/2027	12/31/2027	$75.60	5.00%	
Staff	$112.34	N/A	N/A	1/1/2023	12/31/2023	$45.88		Not Applicable
Staff Professional	$117.96	N/A	N/A	1/1/2024	12/31/2024	$48.17	5.00%	
Exempt	$123.86	N/A	N/A	1/1/2025	12/31/2025	$50.58	5.00%	
	$130.05	N/A	N/A	1/1/2026	12/31/2026	$53.11	5.00%	
	$136.55	N/A	N/A	1/1/2027	12/31/2027	$55.77	5.00%	

NOTES:

1. Key personnel **must** be marked with an asterisk (*) and employees that are subject to prevailing wage requirements must be marked with two asterisks (**).All costs must comply with the Federal cost principles. Subconsultants will provide their own cost proposals.

2. The cost proposal format shall not be amended

3. Billing rate = actual hourly rate * (1+ ICR) * (1+ Fee). 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. All costs must comply with the Federal cost principles for reimbursement

4. For named employees and key personnel enter the actual hourly rate. For classifications only, enter the Average Hourly Rate for that classification.

SAMPLE COST PROPOSAL 2

SPECIFIC RATE OF COMPENSATION (USE FOR ON-CALL OR AS-NEEDED CONTRACTS)

(CONSTRUCTION ENGINEERING AND INSPECTION CONTRACTS)

Note: Mark-Ups are Not Allowed

Consultant: Bajada Geosciences, Inc. ☐ Prime Consultant ☑ Subconsultant ☐ 2nd Tier Subconsultant

Project No. On-Call Engineering Services - Pentz Road Contract No. TBD Participation Amount $ ______ Date 20-Jul-23

SCHEDULE OF OTHER DIRECT COST ITEMS				
Description of Item	**Quantity**	**Unit**	**Unit Cost**	**Total**
Outside Reproduction		Each	$ -	Actual Cost
Mileage Costs		Miles	$ -	IRS Rate
Lodging		Each	$ -	US GSA Rates for 95969
Meals and Incidentals		Each	$ -	US GSA Rates for 95969
			$ -	
			$ -	
			$ -	
			$ -	
			$ -	
			$ -	
			$ -	
			$ -	
			$ -	
			$ -	
			$ -	
			$ -	
			$ -	
			$ -	

NOTES:

1. List direct cost items with estimated costs. These costs should be competitive in their respective industries and supported with appropriate documentations.
2. Proposed ODC items should be consistently billed regardless of client and contract type.
3. Items when incurred for the same purpose, in like circumstance, should not be included in any indirect cost pool or in the overhead rate.
4. Items such as special tooling, will be reimbursed at actual cost with supporting documentation (invoice).
5. Items listed above that would be considered "tools of the trade" are not reimbursable as other direct cost.
6. Travel related costs should be pre-approved by the contracting agency and shall not exceed current State Department of Personnel Adminstration rules.
7. If mileage is claimed, the rate should be properly supported by the consultant's calculation of their actual costs for company vehicles. In addition, the miles claimed should be supported by mileage logs.
8. If a consultant proposes rental costs for a vehicle, the company must demonstrate that this is its standard procedure for all of their contracts and that they do not own any vehicles that could be used for the same purpose.
9. The cost proposal format shall not be amended. All costs must comply with the Federal cost principles.
10. Add additional pages if necessary.
11. Subconsultants must provide their own cost proposals.

SAMPLE COST PROPOSAL 2

SPECIFIC RATE OF COMPENSATION (USE FOR ON-CALL OR AS-NEEDED CONTRACTS)
(CONSTRUCTION ENGINEERING AND INSPECTION CONTRACTS)

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.

Prime Consultant or Subconsultant Certifying:

Name: James Bianchin

Title *: Chief Financial Officer

Signature:

Date of Certification (mm/dd/yyyy): 07/21/2023

Email: jim.bianchin@bajadageo.com

Phone Number: (530) 638-5263

Address: 1300 Market St., Suite 201, Redding, CA 96001

*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:

Geotechnical engineering services

SAMPLE COST PROPOSAL 2

SPECIFIC RATE OF COMPENSATION (USE FOR ON-CALL OR AS-NEEDED CONTRACTS)
(CONSTRUCTION ENGINEERING AND INSPECTION CONTRACTS)

Note: Mark-Ups are Not Allowed

Consultant: UNICO Engineering

☐ Prime Consultant ☑ Subconsultant ☐ 2nd Tier Subconsultant

Project No.: On-Call Engineering Services - Pentz Road Contract No. TBD Participation Amount $ ______ Date 20-Jul-23

For Combined Rate	Fringe Benefit % + General & Administrative %	=	135.75%	Combined ICR%
For Home Office Rate	Fringe Benefit % + General & Administrative %	=		Home Office ICR%
For Field Office Rate	Fringe Benefit % + General & Administrative %	=		Field Office ICR%
	Fee	=		10.00%

BILLING INFORMATION / **CALCULATION INFORMATION**

Name/Job Title/Classification[1]	Hourly Billing Rates[2] Straight[3]	OT(1.5x)	OT(2x)	Effective Date of Hourly From	To	Actual or Average Hourly Rate[4]	% or $ Increase	Hourly Range - for Classifications Only
Cesar Montes de Oca, PE	$233.39	N/A	N/A	8/1/2023	7/31/2024	$90.00		Not Applicable
Principal in Charge	$241.56	N/A	N/A	8/1/2024	7/31/2025	$93.15	3.50%	
Exempt, Non Prevailing Wage	$250.02	N/A	N/A	8/1/2025	7/31/2026	$96.41	3.50%	
	$258.77	N/A	N/A	8/1/2026	7/31/2027	$99.78	3.50%	
	$267.82	N/A	N/A	8/1/2027	7/31/2028	$103.28	3.50%	
Rob Markes	$207.46	N/A	N/A	8/1/2023	7/31/2024	$80.00		Not Applicable
Survey Manager	$214.72	N/A	N/A	8/1/2024	7/31/2025	$82.80	3.50%	
Exempt, Non Prevailing Wage	$222.24	N/A	N/A	8/1/2025	7/31/2026	$85.70	3.50%	
	$230.01	N/A	N/A	8/1/2026	7/31/2027	$88.70	3.50%	
	$238.07	N/A	N/A	8/1/2027	7/31/2028	$91.80	3.50%	
Ryan Ming, PLS	$173.75	N/A	N/A	8/1/2023	7/31/2024	$67.00		Not Applicable
Senior Land Surveyor	$179.83	N/A	N/A	8/1/2024	7/31/2025	$69.35	3.50%	
Exempt, Non Prevailing Wage	$186.12	N/A	N/A	8/1/2025	7/31/2026	$71.77	3.50%	
	$192.64	N/A	N/A	8/1/2026	7/31/2027	$74.28	3.50%	
	$199.38	N/A	N/A	8/1/2027	7/31/2028	$76.88	3.50%	
Adam Bishop, PLS	$162.08	N/A	N/A	8/1/2023	7/31/2024	$62.50		Not Applicable
Senior Land Surveyor	$167.75	N/A	N/A	8/1/2024	7/31/2025	$64.69	3.50%	
Exempt, Non Prevailing Wage	$173.62	N/A	N/A	8/1/2025	7/31/2026	$66.95	3.50%	
	$179.70	N/A	N/A	8/1/2026	7/31/2027	$69.29	3.50%	
	$185.99	N/A	N/A	8/1/2027	7/31/2028	$71.72	3.50%	

SAMPLE COST PROPOSAL 2

SPECIFIC RATE OF COMPENSATION (USE FOR ON-CALL OR AS-NEEDED CONTRACTS)
(CONSTRUCTION ENGINEERING AND INSPECTION CONTRACTS)

Note: Mark-Ups are Not Allowed

Consultant: UNICO Engineering

☐ Prime Consultant ☑ Subconsultant ☐ 2nd Tier Subconsultant

Project No.: On-Call Engineering Services - Pentz Road   Contract No. TBD   Participation Amount $ ______   Date 20-Jul-23

For Combined Rate	Fringe Benefit % + General & Administrative %	=	135.75%	Combined ICR%
For Home Office Rate	Fringe Benefit % + General & Administrative %	=		Home Office ICR%
For Field Office Rate	Fringe Benefit % + General & Administrative %	=		Field Office ICR%
	Fee	=		10.00%

BILLING INFORMATION | **CALCULATION INFORMATION**

Name/Job Title/Classification[1]	Hourly Billing Rates[2] Straight[3]	OT(1.5x)	OT(2x)	Effective Date of Hourly From	To	Actual or Average Hourly Rate[4]	% or $ Increase	Hourly Range - for Classifications Only
Todd Jordan, PLS	$124.48	N/A	N/A	8/1/2023	7/31/2024	$48.00		Not Applicable
Land Surveyor	$128.83	N/A	N/A	8/1/2024	7/31/2025	$49.68	3.50%	
Exempt, Non Prevailing Wage	$133.34	N/A	N/A	8/1/2025	7/31/2026	$51.42	3.50%	
	$138.01	N/A	N/A	8/1/2026	7/31/2027	$53.22	3.50%	
	$142.84	N/A	N/A	8/1/2027	7/31/2028	$55.08	3.50%	
STAFF	$90.76 - $142.63	$136.15 - $213.94	$181.53 - $285.26	8/1/2023	7/31/2024	$45.00		$35.00 - $55.00
Land Surveyor	$93.94 - $147.62	$140.91 - $221.43	$187.88 - $295.24	8/1/2024	7/31/2025	$46.58	3.50%	$36.23 - $56.93
Non-Exempt, Non Prevailing Wage	$97.23 - $152.79	$145.84 - $229.18	$194.46 - $305.57	8/1/2025	7/31/2026	$48.21	3.50%	$37.49 - $58.92
	$100.63 - $158.14	$150.95 - $237.20	$201.26 - $316.27	8/1/2026	7/31/2027	$49.89	3.50%	$38.81 - $60.98
	$104.15 - $163.67	$156.23 - $245.50	$208.31 - $327.34	8/1/2027	7/31/2028	$51.64	3.50%	$40.16 - $63.11
STAFF	$67.42 - $103.73	$101.14 - $155.60	$134.85 - $207.46	8/1/2023	7/31/2024	$33.00		$26.00 - $40.00
Survey Technician	$69.78 - $107.36	$104.68 - $161.04	$139.57 - $214.72	8/1/2024	7/31/2025	$34.16	3.50%	$26.91 - $41.40
Non-Exempt, Non Prevailing Wage	$72.23 - $111.12	$108.34 - $166.68	$144.45 - $222.24	8/1/2025	7/31/2026	$35.35	3.50%	$27.85 - $42.85
	$74.75 - $115.01	$112.13 - $172.51	$149.51 - $230.01	8/1/2026	7/31/2027	$36.59	3.50%	$28.83 - $44.35
	$77.37 - $119.03	$116.06 - $178.55	$154.74 - $238.07	8/1/2027	7/31/2028	$37.87	3.50%	$29.84 - $45.90
Tim Pringle	$201.13	N/A	N/A	8/1/2023	7/31/2024	$77.56		Not Applicable
Party Chief	$208.17	N/A	N/A	8/1/2024	7/31/2025	$80.27	3.50%	
Non-Exempt, Prevailing Wage	$215.46	N/A	N/A	8/1/2025	7/31/2026	$83.08	3.50%	
	$223.00	N/A	N/A	8/1/2026	7/31/2027	$85.99	3.50%	
	$230.80	N/A	N/A	8/1/2027	7/31/2028	$89.00	3.50%	

SAMPLE COST PROPOSAL 2

SPECIFIC RATE OF COMPENSATION (USE FOR ON-CALL OR AS-NEEDED CONTRACTS)
(CONSTRUCTION ENGINEERING AND INSPECTION CONTRACTS)

Note: Mark-Ups are Not Allowed

Consultant: UNICO Engineering

☐ Prime Consultant ☑ Subconsultant ☐ 2nd Tier Subconsultant

Project No.: On-Call Engineering Services - Pentz Road Contract No. TBD Participation Amount $ ____ Date 20-Jul-23

For Combined Rate	Fringe Benefit % + General & Administrative %	= 135.75%	Combined ICR%
For Home Office Rate	Fringe Benefit % + General & Administrative %	=	Home Office ICR%
For Field Office Rate	Fringe Benefit % + General & Administrative %	=	Field Office ICR%
	Fee	=	10.00%

BILLING INFORMATION / **CALCULATION INFORMATION**

Name/Job Title/Classification[1]	Hourly Billing Rates[2] Straight[3]	OT(1.5x)	OT(2x)	Effective Date of Hourly From	To	Actual or Average Hourly Rate[4]	% or $ Increase	Hourly Range - for Classifications Only
STAFF	$189.31 - $246.36	$283.96 - $369.54	$378.61 - $492.72	8/1/2023	7/31/2024	$84.00		$73.00 - $95.00
Party Chief	$195.93 - $254.98	$293.90 - $382.47	$391.87 - $509.96	8/1/2024	7/31/2025	$86.94	3.50%	$75.56 - $98.33
Non-Exempt, Prevailing Wage	$202.79 - $263.91	$304.19 - $395.86	$405.58 - $527.81	8/1/2025	7/31/2026	$89.98	3.50%	$78.20 - $101.77
	$209.89 - $273.14	$314.83 - $409.71	$419.78 - $546.28	8/1/2026	7/31/2027	$93.13	3.50%	$80.94 - $105.33
	$217.23 - $282.70	$325.85 - $424.05	$434.47 - $565.40	8/1/2027	7/31/2028	$96.39	3.50%	$83.77 - $109.01
STAFF	$189.31 - $246.36	$283.96 - $369.54	$378.61 - $492.72	8/1/2023	7/31/2024	$84.00		$73.00 - $95.00
Rodman	$195.93 - $254.98	$293.90 - $382.47	$391.87 - $509.96	8/1/2024	7/31/2025	$86.94	3.50%	$75.56 - $98.33
Non-Exempt, Prevailing Wage	$202.79 - $263.91	$304.19 - $395.86	$405.58 - $527.81	8/1/2025	7/31/2026	$89.98	3.50%	$78.20 - $101.77
	$209.89 - $273.14	$314.83 - $409.71	$419.78 - $546.28	8/1/2026	7/31/2027	$93.13	3.50%	$80.94 - $105.33
	$217.23 - $282.70	$325.85 - $424.05	$434.47 - $565.40	8/1/2027	7/31/2028	$96.39	3.50%	$83.77 - $109.01

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

3. Billing rate = actual hourly rate * (1+ ICR) * (1+ Fee). 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. All costs must comply with the Federal cost principles for reimbursement

4. For named employees and key personnel enter the actual hourly rate. For classifications only, enter the Average Hourly Rate for that classification.

SAMPLE COST PROPOSAL 2

SPECIFIC RATE OF COMPENSATION (USE FOR ON-CALL OR AS-NEEDED CONTRACTS)
(CONSTRUCTION ENGINEERING AND INSPECTION CONTRACTS)

Note: Mark-Ups are Not Allowed

Consultant UNICO Engineering ☐ Prime Consultant ☑ Subconsultant ☐ 2nd Tier Subconsultant

Project No. On-Call Engineering Services - Pentz Road Contract No. TBD Participation Amount $ ______ Date 20-Jul-23

SCHEDULE OF OTHER DIRECT COST ITEMS				
Description of Item	**Quantity**	**Unit**	**Unit Cost**	**Total**
Mileage Costs		Mile	$ -	IRS Rate
Lodging		Night	$ -	US GSA Rate for 95969
Meals and Incidentals		Each	$ -	US GSA Rate for 95969
Permit Fees		Each	$ -	Actual Cost
Plan Sheets		Each	$ -	Actual Cost
Test		Each	$ -	Actual Cost
Vehicle		Each	$ -	Actual Cost
			$ -	
			$ -	
			$ -	
			$ -	
			$ -	
			$ -	
			$ -	
			$ -	
			$ -	
			$ -	
			$ -	

NOTES:

1. List direct cost items with estimated costs. These costs should be competitive in their respective industries and supported with appropriate documentations.
2. Proposed ODC items should be consistently billed regardless of client and contract type.
3. Items when incurred for the same purpose, in like circumstance, should not be included in any indirect cost pool or in the overhead rate.
4. Items such as special tooling, will be reimbursed at actual cost with supporting documentation (invoice).
5. Items listed above that would be considered "tools of the trade" are not reimbursable as other direct cost.
6. Travel related costs should be pre-approved by the contracting agency and shall not exceed current State Department of Personnel Adminstration rules.
7. If mileage is claimed, the rate should be properly supported by the consultant's calculation of their actual costs for company vehicles. In addition, the miles claimed should be supported by mileage logs.
8. If a consultant proposes rental costs for a vehicle, the company must demonstrate that this is its standard procedure for all of their contracts and that they do not own any vehicles that could be used for the same purpose.
9. The cost proposal format shall not be amended. All costs must comply with the Federal cost principles.
10. Add additional pages if necessary.
11. Subconsultants must provide their own cost proposals.

SAMPLE COST PROPOSAL 2
SPECIFIC RATE OF COMPENSATION (USE FOR ON-CALL OR AS-NEEDED CONTRACTS)
(CONSTRUCTION ENGINEERING AND INSPECTION CONTRACTS)

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.

Prime Consultant or Subconsultant Certifying:

Name: Cesar Montes de Oca   Title *: President

Signature: Date of Certification (mm/dd/yyyy): 07/20/2023

Email: cesar@unicoengineering.com   Phone Number: 916-900-6623

Address: 110 Blue Ravine Road, Suite 101, Folsom, CA 95630

*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

Land Surveying

SAMPLE COST PROPOSAL 2

SPECIFIC RATE OF COMPENSATION (USE FOR ON-CALL OR AS-NEEDED CONTRACTS)

(CONSTRUCTION ENGINEERING AND INSPECTION CONTRACTS)

Note: Mark-ups are Not Allowed

Consultant or Subconsultant Wood Rodgers, Inc. ☑ Prime Consultant ☐ Subconsultant ☐ 2nd Tier Subconsultant

Project No. ______ Contract No. On-Call Engineering Design Services Participation Amount $ ______ Date: 7/20/2023

For Combined Rate							
Fringe Benefit %	56.330%	Overhead %	134.380%	General Administration %	0.000%	= Combined ICR %	190.710%
For Home Office Rate							
Fringe Benefit %	0.000%	Overhead %	0.000%	General Administration %	0.000%	= Home Office ICR %	0.000%
For Field Office Rate							
Fringe Benefit %	0.000%	Overhead %	0.000%	General Administration %	0.000%	= Field Office ICR %	0.000%

FEE % = 10.00%

BILLING INFORMATION **CALCULATION INFORMATION**

Name/Job Title/Classification[1]	Hourly Billing Rates[2]			Effective date of hourly rate		Actual or Avg. hourly rate[3]	% or $ increase	Hourly range - for classifications only
	Straight	OT(1.5x)	OT(2x)	From	To			
Matthew Salveson	$307.47	N/A	N/A	8/1/2023	7/31/2024	$96.15	5.00%	
Principal Engineer II	$322.84	N/A	N/A	8/1/2024	7/31/2025	$100.96	5.00%	
	$338.99	N/A	N/A	8/1/2025	7/31/2026	$106.01	5.00%	
	$355.93	N/A	N/A	8/1/2026	7/31/2027	$111.31	5.00%	
	$373.73	N/A	N/A	8/1/2027	7/31/2028	$116.87		
Principal Engineer II	$376.67	N/A	N/A	8/1/2023	7/31/2024	$117.79	5.00%	
	$395.50	N/A	N/A	8/1/2024	7/31/2025	$123.68	5.00%	
	$415.28	N/A	N/A	8/1/2025	7/31/2026	$129.86	5.00%	
	$436.04	N/A	N/A	8/1/2026	7/31/2027	$136.36	5.00%	
	$457.84	N/A	N/A	8/1/2027	7/31/2028	$143.17		
Principal Engineer I	$330.56	N/A	N/A	8/1/2023	7/31/2024	$103.37	5.00%	
	$347.09	N/A	N/A	8/1/2024	7/31/2025	$108.54	5.00%	
	$364.44	N/A	N/A	8/1/2025	7/31/2026	$113.97	5.00%	
	$382.66	N/A	N/A	8/1/2026	7/31/2027	$119.66	5.00%	
	$401.79	N/A	N/A	8/1/2027	7/31/2028	$125.65		
Senior Engineer II	$263.82	N/A	N/A	8/1/2023	7/31/2024	$82.50	5.00%	
	$277.01	N/A	N/A	8/1/2024	7/31/2025	$86.63	5.00%	
	$290.86	N/A	N/A	8/1/2025	7/31/2026	$90.96	5.00%	
	$305.40	N/A	N/A	8/1/2026	7/31/2027	$95.50	5.00%	
	$320.67	N/A	N/A	8/1/2027	7/31/2028	$100.28		

SAMPLE COST PROPOSAL 2

SPECIFIC RATE OF COMPENSATION (USE FOR ON-CALL OR AS-NEEDED CONTRACTS)

(CONSTRUCTION ENGINEERING AND INSPECTION CONTRACTS)

Note: Mark-ups are Not Allowed

Consultant or Subconsultant: Wood Rodgers, Inc. ☑ Prime Consultant ☐ Subconsultant ☐ 2nd Tier Subconsultant

Project No. ________ Contract No. On-Call Engineering Design Services Participation Amount $ ________ Date: 7/20/2023

For Combined Rate							
Fringe Benefit %	56.330%	Overhead %	134.380%	General Administration %	0.000%	= Combined ICR %	190.710%
For Home Office Rate							
Fringe Benefit %	0.000%	Overhead %	0.000%	General Administration %	0.000%	= Home Office ICR %	0.000%
For Field Office Rate							
Fringe Benefit %	0.000%	Overhead %	0.000%	General Administration %	0.000%	= Field Office ICR %	0.000%

FEE % = 10.00%

BILLING INFORMATION **CALCULATION INFORMATION**

Name/Job Title/Classification[1]	Hourly Billing Rates[2]			Effective date of hourly rate		Actual or Avg. hourly rate[3]	% or $ increase	Hourly range - for classifications only
	Straight	OT(1.5x)	OT(2x)	From	To			
Senior Engineer I	$253.68	N/A	N/A	8/1/2023	7/31/2024	$79.33	5.00%	
	$266.37	N/A	N/A	8/1/2024	7/31/2025	$83.30	5.00%	
	$279.68	N/A	N/A	8/1/2025	7/31/2026	$87.46	5.00%	
	$293.67	N/A	N/A	8/1/2026	7/31/2027	$91.83	5.00%	
	$308.35	N/A	N/A	8/1/2027	7/31/2028	$96.43		
Project Engineer II	$212.62	N/A	N/A	8/1/2023	7/31/2024	$66.49	5.00%	
	$223.25	N/A	N/A	8/1/2024	7/31/2025	$69.81	5.00%	
	$234.42	N/A	N/A	8/1/2025	7/31/2026	$73.31	5.00%	
	$246.14	N/A	N/A	8/1/2026	7/31/2027	$76.97	5.00%	
	$258.44	N/A	N/A	8/1/2027	7/31/2028	$80.82		
Project Engineer I	$175.88	N/A	N/A	8/1/2023	7/31/2024	$55.00	5.00%	
	$184.67	N/A	N/A	8/1/2024	7/31/2025	$57.75	5.00%	
	$193.91	N/A	N/A	8/1/2025	7/31/2026	$60.64	5.00%	
	$203.60	N/A	N/A	8/1/2026	7/31/2027	$63.67	5.00%	
	$213.78	N/A	N/A	8/1/2027	7/31/2028	$66.85		
Engineer II	$167.89	N/A	N/A	8/1/2023	7/31/2024	$52.50	5.00%	
	$176.28	N/A	N/A	8/1/2024	7/31/2025	$55.13	5.00%	
	$185.09	N/A	N/A	8/1/2025	7/31/2026	$57.88	5.00%	
	$194.35	N/A	N/A	8/1/2026	7/31/2027	$60.78	5.00%	
	$204.07	N/A	N/A	8/1/2027	7/31/2028	$63.81		

SAMPLE COST PROPOSAL 2

SPECIFIC RATE OF COMPENSATION (USE FOR ON-CALL OR AS-NEEDED CONTRACTS)

(CONSTRUCTION ENGINEERING AND INSPECTION CONTRACTS)

Note: Mark-ups are Not Allowed

Consultant or Subconsultant Wood Rodgers, Inc. ☑ Prime Consultant ☐ Subconsultant ☐ 2nd Tier Subconsultant

Project No. ______ Contract No. On-Call Engineering Design Services Participation Amount $ ______ Date: 7/20/2023

For Combined Rate							
Fringe Benefit %	56.330%	Overhead %	134.380%	General Administration %	0.000%	= Combined ICR %	190.710%
For Home Office Rate							
Fringe Benefit %	0.000%	Overhead %	0.000%	General Administration %	0.000%	= Home Office ICR %	0.000%
For Field Office Rate							
Fringe Benefit %	0.000%	Overhead %	0.000%	General Administration %	0.000%	= Field Office ICR %	0.000%

FEE % = 10.00%

BILLING INFORMATION **CALCULATION INFORMATION**

Name/Job Title/Classification[1]	Hourly Billing Rates[2]			Effective date of hourly rate		Actual or Avg. hourly rate[3]	% or $ increase	Hourly range - for classifications only
	Straight	OT(1.5x)	OT(2x)	From	To			
Engineer I	$140.70	N/A	N/A	8/1/2023	7/31/2024	$44.00	5.00%	
	$147.74	N/A	N/A	8/1/2024	7/31/2025	$46.20	5.00%	
	$155.13	N/A	N/A	8/1/2025	7/31/2026	$48.51	5.00%	
	$162.88	N/A	N/A	8/1/2026	7/31/2027	$50.94	5.00%	
	$171.03	N/A	N/A	8/1/2027	7/31/2028	$53.48		
Assistant Engineer	$111.92	N/A	N/A	8/1/2023	7/31/2024	$35.00	5.00%	
	$117.52	N/A	N/A	8/1/2024	7/31/2025	$36.75	5.00%	
	$123.40	N/A	N/A	8/1/2025	7/31/2026	$38.59	5.00%	
	$129.57	N/A	N/A	8/1/2026	7/31/2027	$40.52	5.00%	
	$136.04	N/A	N/A	8/1/2027	7/31/2028	$42.54		
Designer	$83.14	N/A	N/A	8/1/2023	7/31/2024	$26.00	5.00%	
	$87.30	N/A	N/A	8/1/2024	7/31/2025	$27.30	5.00%	
	$91.67	N/A	N/A	8/1/2025	7/31/2026	$28.67	5.00%	
	$96.25	N/A	N/A	8/1/2026	7/31/2027	$30.10	5.00%	
	$101.06	N/A	N/A	8/1/2027	7/31/2028	$31.60		
Sr. CAD Tech/Graphics Designer II	$188.67	N/A	N/A	8/1/2023	7/31/2024	$59.00	5.00%	
	$198.10	N/A	N/A	8/1/2024	7/31/2025	$61.95	5.00%	
	$208.01	N/A	N/A	8/1/2025	7/31/2026	$65.05	5.00%	
	$218.41	N/A	N/A	8/1/2026	7/31/2027	$68.30	5.00%	
	$229.33	N/A	N/A	8/1/2027	7/31/2028	$71.71		

SAMPLE COST PROPOSAL 2

SPECIFIC RATE OF COMPENSATION (USE FOR ON-CALL OR AS-NEEDED CONTRACTS)

(CONSTRUCTION ENGINEERING AND INSPECTION CONTRACTS)

Note: Mark-ups are Not Allowed

Consultant or Subconsultant: Wood Rodgers, Inc. ☑ Prime Consultant ☐ Subconsultant ☐ 2nd Tier Subconsultant

Project No. ____ Contract No. On-Call Engineering Design Services Participation Amount $ ____ Date: 7/20/2023

For Combined Rate							
Fringe Benefit %	56.330%	Overhead %	134.380%	General Administration %	0.000%	= Combined ICR %	190.710%
For Home Office Rate							
Fringe Benefit %	0.000%	Overhead %	0.000%	General Administration %	0.000%	= Home Office ICR %	0.000%
For Field Office Rate							
Fringe Benefit %	0.000%	Overhead %	0.000%	General Administration %	0.000%	= Field Office ICR %	0.000%

FEE % = 10.00%

BILLING INFORMATION — **CALCULATION INFORMATION**

Name/Job Title/Classification[1]	Hourly Billing Rates[2]			Effective date of hourly rate		Actual or Avg. hourly rate[3]	% or $ increase	Hourly range - for classifications only
	Straight	OT(1.5x)	OT(2x)	From	To			
CAD Tech/Graphics Designer	$95.93	N/A	N/A	8/1/2023	7/31/2024	$30.00	5.00%	
	$100.73	N/A	N/A	8/1/2024	7/31/2025	$31.50	5.00%	
	$105.77	N/A	N/A	8/1/2025	7/31/2026	$33.08	5.00%	
	$111.06	N/A	N/A	8/1/2026	7/31/2027	$34.73	5.00%	
	$116.61	N/A	N/A	8/1/2027	7/31/2028	$36.47		
Principal GIS I	$279.81	N/A	N/A	8/1/2023	7/31/2024	$87.50	5.00%	
	$293.80	N/A	N/A	8/1/2024	7/31/2025	$91.88	5.00%	
	$308.49	N/A	N/A	8/1/2025	7/31/2026	$96.47	5.00%	
	$323.91	N/A	N/A	8/1/2026	7/31/2027	$101.29	5.00%	
	$340.11	N/A	N/A	8/1/2027	7/31/2028	$106.36		
Senior GIS I	$223.85	N/A	N/A	8/1/2023	7/31/2024	$70.00	5.00%	
	$235.04	N/A	N/A	8/1/2024	7/31/2025	$73.50	5.00%	
	$246.79	N/A	N/A	8/1/2025	7/31/2026	$77.18	5.00%	
	$259.13	N/A	N/A	8/1/2026	7/31/2027	$81.03	5.00%	
	$272.09	N/A	N/A	8/1/2027	7/31/2028	$85.09		
Project GIS II	$163.09	N/A	N/A	8/1/2023	7/31/2024	$51.00	5.00%	
	$171.24	N/A	N/A	8/1/2024	7/31/2025	$53.55	5.00%	
	$179.80	N/A	N/A	8/1/2025	7/31/2026	$56.23	5.00%	
	$188.80	N/A	N/A	8/1/2026	7/31/2027	$59.04	5.00%	
	$198.23	N/A	N/A	8/1/2027	7/31/2028	$61.99		

SAMPLE COST PROPOSAL 2

SPECIFIC RATE OF COMPENSATION (USE FOR ON-CALL OR AS-NEEDED CONTRACTS)

(CONSTRUCTION ENGINEERING AND INSPECTION CONTRACTS)

Note: Mark-ups are Not Allowed

Consultant or Subconsultant: Wood Rodgers, Inc. ☑ Prime Consultant ☐ Subconsultant ☐ 2nd Tier Subconsultant

Project No. ______ Contract No. On-Call Engineering Design Services Participation Amount $ ______ Date: 7/20/2023

For Combined Rate								
	Fringe Benefit %	56.330%	Overhead %	134.380%	General Administration %	0.000%	= Combined ICR %	190.710%
For Home Office Rate								
	Fringe Benefit %	0.000%	Overhead %	0.000%	General Administration %	0.000%	= Home Office ICR %	0.000%
For Field Office Rate								
	Fringe Benefit %	0.000%	Overhead %	0.000%	General Administration %	0.000%	= Field Office ICR %	0.000%

FEE % = 10.00%

BILLING INFORMATION **CALCULATION INFORMATION**

Name/Job Title/Classification[1]	Hourly Billing Rates[2]			Effective date of hourly rate		Actual or Avg. hourly rate[3]	% or $ increase	Hourly range - for classifications only
	Straight	OT(1.5x)	OT(2x)	From	To			
Principal Landscape Architect I	$284.41	N/A	N/A	8/1/2023	7/31/2024	$88.94	5.00%	
	$298.63	N/A	N/A	8/1/2024	7/31/2025	$93.39	5.00%	
	$313.57	N/A	N/A	8/1/2025	7/31/2026	$98.06	5.00%	
	$329.24	N/A	N/A	8/1/2026	7/31/2027	$102.96	5.00%	
	$345.71	N/A	N/A	8/1/2027	7/31/2028	$108.11		
Senior Landscape Architect I	$184.48	N/A	N/A	8/1/2023	7/31/2024	$57.69	5.00%	
	$193.71	N/A	N/A	8/1/2024	7/31/2025	$60.57	5.00%	
	$203.39	N/A	N/A	8/1/2025	7/31/2026	$63.60	5.00%	
	$213.56	N/A	N/A	8/1/2026	7/31/2027	$66.78	5.00%	
	$224.24	N/A	N/A	8/1/2027	7/31/2028	$70.12		
Project Landscape Architect I	$172.81	N/A	N/A	8/1/2023	7/31/2024	$54.04	5.00%	
	$181.45	N/A	N/A	8/1/2024	7/31/2025	$56.74	5.00%	
	$190.52	N/A	N/A	8/1/2025	7/31/2026	$59.58	5.00%	
	$200.05	N/A	N/A	8/1/2026	7/31/2027	$62.56	5.00%	
	$210.05	N/A	N/A	8/1/2027	7/31/2028	$65.69		
Project Coordinator	$166.29	N/A	N/A	8/1/2023	7/31/2024	$52.00	5.00%	
	$174.60	N/A	N/A	8/1/2024	7/31/2025	$54.60	5.00%	
	$183.33	N/A	N/A	8/1/2025	7/31/2026	$57.33	5.00%	
	$192.50	N/A	N/A	8/1/2026	7/31/2027	$60.20	5.00%	
	$202.12	N/A	N/A	8/1/2027	7/31/2028	$63.21		

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
3. Billing rate = actual hourly rate * (1+ ICR) * (1+ Fee). 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. All costs must comply with the Federal cost principles for reimbursement
4. For named employees and key personnel enter the actual hourly rate. For classifications only, enter the Average Hourly Rate for that classification.

SAMPLE COST PROPOSAL 2

SPECIFIC RATE OF COMPENSATION (USE FOR ON-CALL OR AS-NEEDED CONTRACTS)
(CONSTRUCTION ENGINEERING AND INSPECTION CONTRACTS)

Consultant: Wood Rodgers, Inc. Prime Consultant ☑ Subconsultant ☐ 2nd Tier Subconsultant

Project No: On-Call Engineering Design Services Contract No. **NA** Date: 7/20/2023

SCHEDULE OF OTHER DIRECT COST ITEMS (Add additional pages as necessary)

Description of Item	Quantity	Unit	Unit Cost	Total
Mileage Costs	TBD	Mile	IRS RATE	$TBD
Lodging	TBD	EA	US GSA Rate for 95969	$TBD
Meals and Incidentals	TBD	EA	US GSA Rate for 95969	$TBD
Reprographics (Outside Services)	TBD	EA	Actual	$TBD
Outside Services	TBD	TBD	Actual	$TBD
Postage/Shipping	TBD	TBD	Actual	$TBD
Overnight Courier	TBD	TBD	Actual	$TBD
Equipment Rental	TBD	TBD	Actual	$TBD
Utility Potholing	TBD	TBD	Actual	$TBD

NOTES:

1. List other direct cost items with estimated costs. These costs should be competitive in their respective industries and supported with appropriate documentation
2. Proposed ODC items should be consistently billed regardless of client and contract type.
3. Items when incurred for the same purpose, in like circumstance, should not be included in any indirect cost pool or in the overhead rate.
4. Items such as special tooling, will be reimbursed at actual cost with supporting documentation (invoice).
5. Items listed above that would be considered "tools of the trade" are not reimbursable as other direct cost
6. Travel related costs should be pre-approved by the contracting agency and shall not exceed current State Department of Personnel Administration rules.
7. If mileage is claimed, the rate should be properly supported by the consultant's calculation of their actual costs for company vehicles. In addition, the miles claimed should be supported by mileage logs.
8. If a consultant proposes rental costs for a vehicle, the company must demonstrate that this is its standard procedure for all of their contracts and that they do not own any vehicles that could be used for the same purpose.
9. The cost proposal format shall not be amended. All costs must comply with the Federal cost principles.
10. Add additional pages if necessary.
11. . Subconsultants must provide their own cost proposals.

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 Proceedures
5. 23 Code of Federal Regulations Part 172 - Procurement, Management and Administration of Engineering and Design Related Service
6. 48 Ccode 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 or Caltrans accepted Indirect Cost Rate(s).

Prime Consultant or Subconsultant Certifying:

Name: Matthew Salveson, PhD, PE

Title *: Principal

Signature:

Date of Certification: July 20, 2023

Email: msalveson@woodrodgers.com

Phone number: 916.321.4428

Address: 3301 C Street, Bldg. 100B, Sacramento, CA 95816

* 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:

Overall Contract Management; QA/QC; Roadway Engineering; Signals & Lighting; Transportation Planning; Structural Engineering; ADA Compliance; Hydrology/Hydraulic Studies & Scour Analysis; Environmental; Surveying; 408 Permitting Support

COST PROPOSAL 2

Specific Rate of Compensation (use for on-call or as-needed contracts)

(Construction Engineering and Inspection Contracts)

Note: Mark-ups are Not Allowed

Consultant Nichols Consulting Engineers, CHTD (NCE) ☐ Prime Consultant ☒ Subconsultant ☐ 2nd Tier Subconsultant

Project No. On-Call Engineering Services - Pentz Road Contract No. TBD Contract Amount $ Date: 07/21/23

For Combined Rate

Fringe Benefit % + General and Administrative % 214.53% = Combined ICR %

For Home Office Rate

Fringe Benefit % + General and Administrative % ____% = Combined ICR %

For Field Office Rate

Fringe Benefit % + General and Administrative % ____% = Combined ICR %

Fee = 10%

Billing Information				Calculation Information				
Name and Job Title	Hourly Billing Rate			Effective Date of Hourly Rate		Actual Hourly Rate (F)	Percent Increase	Hourly Range For Classifications Only
	Straight	OT (1.5X)	OT (2.0X)	From	To			
Principal Level	$ 330.07	$ -	$ -	6/30/2023	6/30/2024	$ 95.40		Not Applicable
	$ 343.27	$ -	$ -	7/1/2024	6/30/2025	$ 99.22	4.00%	Not Applicable
	$ 357.00	$ -	$ -	7/1/2025	6/30/2026	$ 103.18	4.00%	Not Applicable
	$ 371.28	$ -	$ -	7/1/2026	6/30/2027	$ 107.31	4.00%	Not Applicable
	$ 386.13	$ -	$ -	7/1/2027	6/30/2028	$ 111.60	4.00%	Not Applicable
Associate Level	$ 244.64	$ -	$ -	6/30/2023	6/30/2024	$ 70.71		Not Applicable
	$ 254.43	$ -	$ -	7/1/2024	6/30/2025	$ 73.54	4.00%	Not Applicable
	$ 264.61	$ -	$ -	7/1/2025	6/30/2026	$ 76.48	4.00%	Not Applicable
	$ 275.19	$ -	$ -	7/1/2026	6/30/2027	$ 79.54	4.00%	Not Applicable
	$ 286.20	$ -	$ -	7/1/2027	6/30/2028	$ 82.72	4.00%	Not Applicable
Senior Level	$ 196.45	$ -	$ -	6/30/2023	6/30/2024	$ 56.78		Not Applicable
	$ 204.31	$ -	$ -	7/1/2024	6/30/2025	$ 59.05	4.00%	Not Applicable
	$ 212.48	$ -	$ -	7/1/2025	6/30/2026	$ 61.41	4.00%	Not Applicable
	$ 220.98	$ -	$ -	7/1/2026	6/30/2027	$ 63.87	4.00%	Not Applicable
	$ 229.82	$ -	$ -	7/1/2027	6/30/2028	$ 66.42	4.00%	Not Applicable
Project Level	$ 151.71	$ -	$ -	6/30/2023	6/30/2024	$ 43.85		Not Applicable
	$ 157.78	$ -	$ -	7/1/2024	6/30/2025	$ 45.60	4.00%	Not Applicable
	$ 164.09	$ -	$ -	7/1/2025	6/30/2026	$ 47.43	4.00%	Not Applicable
	$ 170.66	$ -	$ -	7/1/2026	6/30/2027	$ 49.33	4.00%	Not Applicable
	$ 177.48	$ -	$ -	7/1/2027	6/30/2028	$ 51.30	4.00%	Not Applicable
Staff Level	$ 122.20	$ -	$ -	6/30/2023	6/30/2024	$ 35.32		Not Applicable
	$ 127.09	$ -	$ -	7/1/2024	6/30/2025	$ 36.73	4.00%	Not Applicable
	$ 132.17	$ -	$ -	7/1/2025	6/30/2026	$ 38.20	4.00%	Not Applicable
	$ 137.46	$ -	$ -	7/1/2026	6/30/2027	$ 39.73	4.00%	Not Applicable
	$ 142.96	$ -	$ -	7/1/2027	6/30/2028	$ 41.32	4.00%	Not Applicable
Senior Designer Level	$ 170.26	$ -	$ -	6/30/2023	6/30/2024	$ 49.21		Not Applicable
	$ 177.07	$ -	$ -	7/1/2024	6/30/2025	$ 51.18	4.00%	Not Applicable
	$ 184.15	$ -	$ -	7/1/2025	6/30/2026	$ 53.23	4.00%	Not Applicable
	$ 191.52	$ -	$ -	7/1/2026	6/30/2027	$ 55.35	4.00%	Not Applicable
	$ 199.18	$ -	$ -	7/1/2027	6/30/2028	$ 57.57	4.00%	Not Applicable
CADD Designer Level	$ 135.24	$ -	$ -	6/30/2023	6/30/2024	$ 39.09		Not Applicable
	$ 140.65	$ -	$ -	7/1/2024	6/30/2025	$ 40.65	4.00%	Not Applicable
	$ 146.28	$ -	$ -	7/1/2025	6/30/2026	$ 42.28	4.00%	Not Applicable
	$ 152.13	$ -	$ -	7/1/2026	6/30/2027	$ 43.97	4.00%	Not Applicable
	$ 158.22	$ -	$ -	7/1/2027	6/30/2028	$ 45.73	4.00%	Not Applicable
Sr. Field Operations Supervisor Level	$ 166.69	$ -	$ -	6/30/2023	6/30/2024	$ 48.18		Not Applicable
	$ 173.36	$ -	$ -	7/1/2024	6/30/2025	$ 50.11	4.00%	Not Applicable
	$ 180.30	$ -	$ -	7/1/2025	6/30/2026	$ 52.11	4.00%	Not Applicable
	$ 187.51	$ -	$ -	7/1/2026	6/30/2027	$ 54.20	4.00%	Not Applicable
	$ 195.01	$ -	$ -	7/1/2027	6/30/2028	$ 56.36	4.00%	Not Applicable
Sr. Engineering/Field Technician Lead Level	$ 117.15	$ 175.72	$ 234.30	6/30/2023	6/30/2024	$ 33.86		Not Applicable
	$ 121.84	$ 182.75	$ 243.67	7/1/2024	6/30/2025	$ 35.21	4.00%	Not Applicable
	$ 126.71	$ 190.06	$ 253.42	7/1/2025	6/30/2026	$ 36.62	4.00%	Not Applicable
	$ 131.78	$ 197.67	$ 263.56	7/1/2026	6/30/2027	$ 38.09	4.00%	Not Applicable
	$ 137.05	$ 205.57	$ 274.10	7/1/2027	6/30/2028	$ 39.61	4.00%	Not Applicable
Field Technician Level	$ 106.98	$ 160.47	$ 213.96	6/30/2023	6/30/2024	$ 30.92		Not Applicable
	$ 111.26	$ 166.89	$ 222.51	7/1/2024	6/30/2025	$ 32.16	4.00%	Not Applicable
	$ 115.71	$ 173.56	$ 231.41	7/1/2025	6/30/2026	$ 33.44	4.00%	Not Applicable
	$ 120.34	$ 180.50	$ 240.67	7/1/2026	6/30/2027	$ 34.78	4.00%	Not Applicable
	$ 125.15	$ 187.72	$ 250.30	7/1/2027	6/30/2028	$ 36.17	4.00%	Not Applicable
Clerical Level	$ 98.67	$ 148.01	$ 197.35	6/30/2023	6/30/2024	$ 28.52		Not Applicable
	$ 102.62	$ 153.93	$ 205.24	7/1/2024	6/30/2025	$ 29.66	4.00%	Not Applicable
	$ 106.73	$ 160.09	$ 213.45	7/1/2025	6/30/2026	$ 30.85	4.00%	Not Applicable
	$ 111.00	$ 166.49	$ 221.99	7/1/2026	6/30/2027	$ 32.08	4.00%	Not Applicable
	$ 115.44	$ 173.15	$ 230.87	7/1/2027	6/30/2028	$ 33.36	4.00%	Not Applicable
Technical Editor Level	$ 142.65	$ 213.97	$ 285.30	6/30/2023	6/30/2024	$ 41.23		Not Applicable
	$ 148.35	$ 222.53	$ 296.71	7/1/2024	6/30/2025	$ 42.88	4.00%	Not Applicable
	$ 154.29	$ 231.43	$ 308.58	7/1/2025	6/30/2026	$ 44.59	4.00%	Not Applicable
	$ 160.46	$ 240.69	$ 320.92	7/1/2026	6/30/2027	$ 46.38	4.00%	Not Applicable
	$ 166.88	$ 250.32	$ 333.76	7/1/2027	6/30/2028	$ 48.23	4.00%	Not Applicable

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.
3. Billing rate = actual hourly rate * (1+ ICR) * (1+ Fee). 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. All costs must comply with the Federal cost principles for reimbursement.
4. For named employees and key personnel enter the actual hourly rate. For classifications only, enter the Average Hourly Rate for that classification.

COST PROPOSAL 2

SPECIFIC RATE OF COMPENSATION (USE FOR ON-CALL OR AS-NEEDED CONTRACTS)
(CONSTRUCTION ENGINEERING AND INSPECTION CONTRACTS)

Consultant Nichols Consulting Engineers, CHTD ☐ Prime Consultant ☒ Subconsultant

Project No. On-Call Engineering Services - Pentz Road Contract No. TBD Date 7/21/2023

SCHEDULE OF OTHER DIRECT COST ITEMS (Add additional pages as necessary)				
Description of Item	**Quantity**	**Unit**	**Unit Cost**	**Total**
Mileage Costs (IRS Rates)	1	Mile	IRS Rate	$TBD
Lodging		Each	At Cost	$TBD
Meals and Incidentals		Each	At Cost	$TBD
Tolls (with receipt)		Each	At Cost	$TBD
Supplies and Equipment (with receipt)		Each	At Cost	$TBD
Postage and Express Mail (with receipt)		Each	At Cost	$TBD
Misc. Outside Vendors (with invoice)		Each	At Cost	$TBD
Reproduction		Each	At Cost	$TBD
Sub Owned Equipment				
Trimble GPS	1	day	$125	$TBD
Falling Weight Deflectometer	1	day	$4,000	$TBD
Core Rig	1	day	$5,000	$TBD
Subconsultant 1:				$TBD
Subconsultant 2:				$TBD
Subconsultant 3:				$TBD
Subconsultant 4:				$TBD
Subconsultant 5:				$TBD

Note: Add additional pages if necessary.

NOTES:

1. List other direct cost items with estimated costs. These costs should be competitive in their respective industries and supported with appropriate documentation.
2. Proposed ODC items should be consistently billed regardless of client and contract type.
3. Items when incurred for the same purpose, in like circumstance, should not be included in any indirect cost pool or in the overhead rate.
4. Items such as special tooling, will be reimbursed at actual cost with supporting documentation (invoice).
5. Items listed above that would be considered "tools of the trade" are not reimbursable as other direct cost.
6. Travel related costs should be pre-approved by the contracting agency and shall not exceed current State Department of Personnel Administration rules.
7. If mileage is claimed, the rate should be properly supported by the consultant's calculation of their actual costs for company vehicles. In addition, the miles claimed should be supported by mileage logs.
8. If a consultant proposes rental costs for a vehicle, the company must demonstrate that this is its standard procedure for all of their contracts and that they do not own any vehicles that could be used for the same purpose.
9. The cost proposal format shall not be amended. All costs must comply with the Federal cost principles.
10. Add additional pages if necessary.
11. Subconsultants must provide their own cost proposals.

COST PROPOSAL 2

Certification of DirectCosts:

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:

7. Generally Accepted Accounting Principles (GAAP)
8. Terms and conditions of the contract
9. Title 23 United States Code Section 112 - Letting of Contracts
10. 48 Code of Federal Regulations Part 31 - Contract Cost Principles and Procedures
11. 23 Code of Federal Regulations Part 172 - Procurement, Management, and Administration of Engineering and Design Related Service
12. 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.

Prime Consultant or Subconsultant Certifying:

Name: Darren J. Leitzke

Title *: Chief Financial Officer

Signature : Darren J. Leitzke

Date of Certification (mm/dd/yyyy): 7/21/2023

Email: dleitzke@ncenet.com

Phone Number: 775 329 4955

Address: 1885 S. Arlington Ave., Suite 111, Reno, NV 89509

* 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:

Engineering Consulting

EXHIBIT C SCHEDULE OF PERFORMANCES

Consultant

On-Call Professional Engineering Services – Pentz Road Corridor
Project Title

Varies
Budget Account Number

The Provider shall complete all services in accordance with the specific services and completion schedules established with each executed Task Order.

TOWN OF PARADISE – AGREEMENT FOR PROFESSIONAL SERVICES

EXHIBIT D INSURANCE PROVISIONS

Consultant

On-Call Professional Engineering Services – Pentz Road Corridor
Project Title

Varies
Budget Account Number

INSURANCE REQUIREMENTS FOR PROFESSIONAL SERVICES

Consultant shall procure and maintain for the duration of this contract, insurance against claims for injuries to persons or damages to property that may arise from or be in connection with the performance of the work hereunder by Consultant, Consultant's agents, representatives, employees and subconsultants. Before the commencement of work, Consultant shall submit Certificates of Insurance and Endorsements evidencing that consultant has obtained the following forms of coverage:

A. MINIMUM SCOPE AND LIMITS OF INSURANCE - Coverage shall be at least as broad as:

1) **Commercial General Liability (CGL):** Insurance Services Office (ISO) Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than **$4,000,000** per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit.

2) **Excess Liability:** Consultant shall maintain excess liability coverage of $1,000,000.

3) **Automobile Liability:** ISO's Commercial Automobile Liability coverage form CA 00 01.
Commercial Automobile Liability: Covering any auto (Code 1) for corporate/business owned vehicles, or if Consultant has no owned autos, covering hired (Code 8) and non-owned autos (Code 9), with limits no less than **$2,000,000** per accident for bodily injury and property damage.

4) **Workers' Compensation Insurance:** As required by the State of California with Statutory Limits and Employer's Liability Insurance with limits of no less than **$1,000,000** per accident for bodily injury and disease. *(Not required if Consultant provides written verification, he or she has no employees.)*

5) **Professional Liability (Errors and Omissions):** Insurance appropriate to Consultant's profession, with limits no less than **$2,000,000** per occurrence or claim, **$2,000,000** aggregate.

TOWN OF PARADISE reserves the right to request additional coverage for specific Task Orders.

If Consultant maintains broader coverage and/or higher limits than the minimums shown above, the Town requires and shall be entitled to the broader coverage and/or higher limits maintained by Consultant. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the Town.

B. **OTHER INSURANCE PROVISIONS** - The insurance policies are to contain, or be endorsed to contain, the following provisions:

1) **Additional Insured Status:** The Town of Paradise, its officers, officials, employees and volunteers as well as the State of California, its officers, agents, and employees and other entities as directed by the Town are to be covered as additional insureds on the CGL and Commercial Auto policies with respect to liability arising out of work or operations performed by or at the direction of the Consultant, including materials, parts or equipment furnished in connection with such work or operations. General Liability coverage can be provided in the form of an endorsement to Consultant's insurance (at least as broad as ISO Form CG 20 10 11 85 or if not available, both CG 20 10, CG 20 26, CG 20 33, or CG 20 38; and CG 20 37 forms if later edition is used).

2) **Primary Coverage:** For any claims related to this contract, Consultants insurance coverage shall be primary and non-contributory and at least as broad as ISO Form CG 20 01 04 13 as respects the Town, its officers, officials, employees and volunteers. Any insurance or self-insurance maintained by the Town, its officers, officials, employees and volunteers shall be in excess of Consultant's insurance and shall not contribute with it. This requirement shall also apply to an Excess or Umbrella liability policies.

3) **Umbrella or Excess Policy:** The Consultant may use Umbrella or Excess Policies to provide the liability limits as required in this agreement. This form of insurance will be acceptable provided that all of the Primary and Umbrella or Excess policies shall provide all of insurance coverages herein required, including, but not limited to, primary and non-contributory, additional insured, Self-Insured Retentions, indemnity, and defense requirements. The Umbrella or Excess policies shall be provided on a true "following form" or broader coverage basis, with coverage at least as broad as provided on the underlying Commercial General Liability insurance. No insurance policies maintained by the Additional Insureds, whether primary or excess, and which also apply to a loss covered hereunder, shall be called upon to contribute to a loss until the Contractor's primary and excess liability policies are exhausted.

4) **Notice of Cancellation:** Each insurance policy required above shall state that coverage shall not be canceled, except with at least a 30-day notice to the Town.

C. **WAIVER OF SUBROGATION:** Consultant hereby grants to Town a waiver of any right to subrogation which any insurer of said Consultant may acquire against the Town by virtue of the payment of any loss under such insurance. Consultant agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the Town has received a waiver of subrogation endorsement from the insurer.

D. **SELF-INSURED RETENTIONS:** Self-insured retentions must be declared to and approved by the Town. The Town may require Consultant to purchase coverage with a lower retention or provide proof of ability to pay losses and related investigations, claim administration and defense expenses within the retention. The policy language shall provide, or be endorsed to provide, that the self-insured retention (SIR) may be satisfied by either the named insured or Town. The CGL and any policies, including Excess liability policies, may not be subject to a self-insured retention or deductible that exceeds $25,000 unless approved in writing by the Town. Any and all deductibles and self-insured retention shall be the sole responsibility of Contractor or subcontractor who procured such insurance and shall not apply to the Indemnified Additional Insured Parties.

The Town may deduct from any amounts otherwise due Contract to fund the SIR/deductible. Policies shall NOT contain any SIR provision that limits the satisfaction of the SIR to the Named. The policy must also provide that Defense costs, including the Allocated Loss Adjustment Expenses, will satisfy the SIR or deductible. Entity reserves the right to obtain a copy of any policies and endorsements for verification.

E. **ACCEPTABILITY OF INSURERS:** Insurance is to be placed with insurers authorized to conduct business in the state with a current A.M. Best's rating of no less than A:VII, unless otherwise acceptable to the Town.

F. **VERIFICATION OF COVERAGE:** Consultant shall furnish Town with original certificates of insurance including all required amendatory endorsements or copies of the applicable policy language affecting coverage required by this clause and a copy of the Declarations and Endorsement Pages of the CGL and any Excess policies listing all policy endorsements. All certificates and endorsements and copies of the Declaration & Endorsements pages are to be received and approved by the Entity before contract execution. However, failure to obtain the required documents prior to the work beginning shall not waive the Consultant's obligation to provide them. The Town reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time. The Town reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

G. **SPECIAL RISKS OR CIRCUMSTANCES:** Town reserves the right to modify these requirements including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

H. **SUBCONSULTANTS:** Consultant shall require and verify that all subconsultants maintain insurance meeting all the requirements stated herein, and Consultant shall ensure that the Town is an additional insured on insurance required from subconsultant.

I. **CLAIMS MADE POLICIES:** If any of the required policies provide coverage on a claims-made basis:

1) The Retroactive Date must be shown, and must be before the date of the contract or the beginning of contract work.

2) Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of the contract of work.

3) If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a Retroactive Date prior to the contract effective date, the Consultant must purchase "extended reporting" coverage for a minimum of five (5) years after completion of contract work.

4) A copy of the claims reporting requirements must be submitted to the Town for review.

EXHIBIT E ADDITIONAL FEDERAL PROVISIONS

HUD FUNDED, FEMA FUNDED, AND/OR FHWA FUNDED PROJECTS

Consultant

On-Call Professional Engineering Services – Pentz Road Corridor
Project Title

Varies
Budget Account Number

Expense Contracts; Regulatory Compliance Requirements

All Town 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. Remedies:

A. Contractor Performance and the Breach Thereof

The Town may terminate this Contract and is relieved of the payment of any consideration to the Contractor should the Contractor fail to perform the covenants herein contained at the time and in the manner herein provided. The Contractor shall be notified in a timely manner of default and provided 30 days in which to remedy the default. If at the end of the 30 days, if remedy is not made or does not satisfy the default, the Town shall notify the Contractor of the breach and thereby the termination of this Contract. In the event of such termination, the Town may proceed with the work in any manner deemed proper by the Town. The cost to the Town shall be deducted from any sum due the Contractor under this agreement and the balance, if any, shall be retained by the Town.

B. Termination for Cause and Convenience

In the event the Contractor fails to perform in accordance with the terms of this Contract within the time specified, if any, or a reasonable time after placement of this order, the Town Treasurer may by written notice, cancel this Contract and may hold the Contractor liable for any damage caused the Town by reason of failure to perform in accordance with these conditions.

It is agreed by the parties to this Contract that in case all the work called for under the Contract in all parts and requirements is not finished or completed within the time period as set forth in this Contract, damage will be sustained by the Town of Paradise, and that it is and will be difficult or impossible to ascertain and determine that actual damage which the Town will sustain in the event of and by reason of such delay; and it is therefore agreed that the Contractor shall pay to the Town the sum of one hundred dollars ($100) per calendar day for each and every working days' delay in finishing the work in excess of the time period prescribed; and the Contractor agrees to pay said liquidated damages as herein provided, and in case the same is not paid, agrees that the Town may deduct the amount thereof from any money due or that may become due the Consultant under this Contract or any other Contract between the Town and the Consultant.

2. 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 HCD for the administration of the DR-Infrastructure programs, as the same may be amended from time to time.

3. CDBG-DR Requirements

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

4. "Anti-Kickback Act of 1986" (41 U.S.C. §§ 51-58)

The "Anti-kickback Act of 1986" provides that the Town and the Consultant shall be prohibited from attempting as well as completing "kickbacks," which include any money, fees, commission, credit, gift, gratuity, thing of value, or compensation of any kind. 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.

5. Compliance with the Contract Work Hours and Safety Standards Act 40 U.S.C. 3701–3708

As applicable, documentation shall be maintained that demonstrates compliance with hour and wage requirements for this section and submitted upon request to the Town.

A. *Overtime requirements*. No contractor or subcontractor contracting for any part of the Contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

B. *Violation; liability for unpaid wages; liquidated damages*. In the event of any violation of the clause set forth in paragraph (1) of this section Contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such Contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this section, in the sum of $10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section.

C. *Withholding for unpaid wages and liquidated damages*. The Town shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the Contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section.

D. *Safety requirements*. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

E. *Subcontracts*. The Contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1) through (5) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime Contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1) through (5) of this section.

6. Davis-Bacon Act (Title 29 CFR, Subtitle A, Parts 1, 3, and 5)

The Consultant must abide by the Davis-Bacon Act as amended (40 U.S.C 3141-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contracts must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contracts must be required to pay wages not less than once a week.

7. 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 Town 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 form 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).

8. Copeland "Anti-Kickback" Act

The Copeland "Anti-Kickback" Act (40 U.S.C. 3145*)* provides that the Town 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 Town 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 the FEMA may by appropriate instructions require; and, also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime Contractor shall be responsible for 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.

9. 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 Town 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 Town 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.

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

The Contractor and the Town 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 Town of Paradise and understands and agrees that the Town 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 Town of Paradise and understands and agrees that the Town 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.

11. Energy Efficiency

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

12. Suspension and Debarment

The Town 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 at2 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).

(2) 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.

(3) This certification is a material representation of fact relied upon by the Town. 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 Town, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

(4) 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 B.2– Certification Regarding Department, Suspension, Ineligibility and Voluntary Exclusion Lower Tier Covered Transactions

13. 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 B.1.

14. Procurement of Recovered Materials

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

(i) Competitively within a timeframe providing for compliance with the contract performance schedule;

(ii) Meeting contract performance requirements; or

(iii) At a reasonable price.

Information about this requirement is available at EPA's Comprehensive Procurement Guidelines web site, https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program . The list of EPA-designate items is available at https://www.epa.gov/smm/comprehensive-procurement-guidelines-construction-products.

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

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.

15. Additional HUD Requirements (CDBG-DR):

A. 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:

1. **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.

2. **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.

3. **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.

4. **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.

5. **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.

6. **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.

7. **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.

8. **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.

9. **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.

10. **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.

11. **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.

12. **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.

13. **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.

14. **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.

B. Minority Business Enterprises and Women's Business Enterprises

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

1. Placing qualified small and minority businesses and women's business enterprises on solicitation lists;

2. Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;

3. 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;

4. Establishing delivery schedules, where the requirement permits, which encourage

participation by small and minority businesses, and women's business enterprises; and

5. 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.

C. 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.

D. 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 HUD/HCD, 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 E, 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.

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

1. 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.
2. 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.
3. The Town has the option to invalidate the contract under the 30-day cancellation clause or to amend the contract to reflect any reduction in funds.

F. 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).

G. Construction Standards

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.

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).

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.

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.

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.

16. Federal labor Standards Provisions

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.

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 Town for review upon request. Consultant shall be responsible for monitoring all subcontractors, as applicable, for compliance with these provisions.

17. 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.

18. Agreements with Contractors

A. The Subrecipient shall not enter into any agreement, written or oral, with any Contractor or other party without the prior determination that the Contractor or other party is eligible to receive federal funds and is not listed on the Federal Consolidated List of Debarred, Suspended, and Ineligible Contractors or similar Federal or state listing of debarred or ineligible parties.

The terms "other party" is defined as public or private nonprofit agencies or organizations and certain (limited) private for-profit entities who receive Grant Funds from a Subrecipient to undertake Approved Projects.

B. An agreement between the Subrecipient 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 the applicable provisions of the California Labor Code.

2. Maintenance of at least the minimum State required Workers' Compensation Insurance for those employees who will perform the Approved Project activities.

3. 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.

4. Compliance with the applicable Equal Opportunity Requirements described in Exhibit D, Section 10 of this Agreement.

C. 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.

D. 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.

19. 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.

20. Additional FEMA Requirements

A. Changes

Changes to this Contract may only be approved by written amendment to this Contract. No alteration or variation of any term or condition of this agreement shall be valid unless made in writing, signed by the parties hereto in accordance with Town Policies and Procedures. No oral understanding or agreement not incorporated as a duly authorized written amendment shall be binding on any of the parties hereto.

B. Access to Records

The following access to records requirements shall apply to this Contract:

1. The Contractor agrees to provide Cal OES, the Town, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representative's access to any books, documents, papers, and records of the Contractor which are directly pertinent to this Contract for the purposes of making audits, examinations, excerpts, and transcriptions.
2. The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.
3. The Contractor agrees to provide the FEMA Administrator or his authorized representatives' access to construction or other work sites pertaining to the work being completed under the Contract.
4. In compliance with the Disaster Recovery Act of 2018, the Town of Paradise and the Contractor acknowledge and agree that no language in this contract is intended to prohibit audits or internal reviews by the FEMA Administrator or the Comptroller General of the United States.

C. Department of Homeland Security (DHS) Seal, Logo and Flags

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

D. Compliance with Federal Law, Regulations, and Executive Orders

This is an acknowledgement that FEMA financial assistance will be used to fund all or a portion of the contract. The Contractor will comply with all applicable federal law, regulations, executive orders, FEMA policies, procedures, and directives.

E. No Obligation by Federal Government.

The Federal Government is not a party to this Contract and is not subject to any obligations or liabilities to the non-Federal entity, Contractor, or any other party pertaining to any matter resulting from the Contract.

F. Program Fraud and False or Fraudulent Statements or Related Acts

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

21. Additional FHWA Requirements:

A. Title VI Assurances:

1. 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 (a) through (f) 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.

2. 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 above-mentioned 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.)

3. **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 Non- discrimination 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.

4. 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 or, 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.

B. 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 non-discrimination statues and authorities, but not limited to:

Pertinent Non-Discrimination Authorities:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000 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); and

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)

ACORD®

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 9/11/2023

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

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

PRODUCER
AssuredPartners Design Professionals Insurance Services, LLC
3697 Mt. Diablo Blvd., Suite 230
Lafayette CA 94549

License#: 6003745

CONTACT NAME: Nancy Ferrick
PHONE (A/C, No, Ext): 510-272-1400 FAX (A/C, No):
E-MAIL ADDRESS: nancy.ferrick@assuredpartners.com

INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A :	XL Specialty Insurance Company	37885
INSURER B :	Sentinel Insurance Company	11000
INSURER C :	Trumbull Insurance Company	27120
INSURER D :	Westchester Surplus Lines Insurance Company	
INSURER E :		
INSURER F :		

DOKKEENGI

INSURED
Dokken Engineering, Inc.
110 Blue Ravine Rd., Suite 200
Folsom CA 95630

COVERAGES **CERTIFICATE NUMBER:** 898512360 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
B	X COMMERCIAL GENERAL LIABILITY	Y	Y	84SBWBI4800	12/31/2022	12/31/2023	EACH OCCURRENCE	$ 1,000,000
	CLAIMS-MADE [X] OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 1,000,000
							MED EXP (Any one person)	$ 10,000
							PERSONAL & ADV INJURY	$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 2,000,000
	POLICY [X] PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$ 2,000,000
	OTHER:							$
C	AUTOMOBILE LIABILITY	Y	Y	84UEGBD3407	12/31/2022	12/31/2023	COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
	X ANY AUTO						BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	HIRED AUTOS ONLY / NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
B	X UMBRELLA LIAB X OCCUR	Y	Y	84SBWBI4800	12/31/2022	12/31/2023	EACH OCCURRENCE	$ 5,000,000
	EXCESS LIAB CLAIMS-MADE						AGGREGATE	$ 5,000,000
	DED RETENTION $							$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N		Y	84WEGAU5C27	12/31/2022	12/31/2023	X PER STATUTE / OTH-ER	
	ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBEREXCLUDED? (Mandatory in NH) [N] N / A						E.L. EACH ACCIDENT	$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000
A D	Professional Liability Contractor's Pollution Liability			DPR5006501 G73533399001	12/31/2022 4/15/2022	12/31/2023 12/31/2023	$5,000,000 $5,000,000 $2,000,000 per Claim	per Claim Annual Aggregate $4,000,000 Aggr.

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Umbrella is follow-form to Underlying General Liability/Auto Liability/Employer's Liability.

Cyber Liability Limits of $2,000,000 per Claim and $2,000,000 Aggregate are included in Policy Number H22NGP22119600 / Effective 12/31/2022 - 12/31/2023 / Insurer: Houston Casualty Company.

RE: On-Call Professional Civil Engineering Services - Pentz Road Corridor / Contract 2023-003.
The Town of Paradise, its officers, officials, employees and volunteers are named as Additional Insured for General Liability and Automobile Liability as required
See Attached...

CERTIFICATE HOLDER

Town of Paradise
5555 Skyway
Paradise, CA 95969

CANCELLATION 30 Day Notice of Cancellation

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Angela Borg

AGENCY CUSTOMER ID: DOKKEENGI

LOC #:

ACORD®

ADDITIONAL REMARKS SCHEDULE

AGENCY		NAMED INSURED
AssuredPartners Design Professionals Insurance Services, LLC		Dokken Engineering, Inc. 110 Blue Ravine Rd., Suite 200 Folsom CA 95630
POLICY NUMBER		
CARRIER	NAIC CODE	EFFECTIVE DATE:

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: 25 **FORM TITLE:** CERTIFICATE OF LIABILITY INSURANCE

by written contract or agreement. General Liability Insurance is Primary and Non-Contributory and a Severability of Interest clause applies per policy form. Auto Liability is Primary per policy form wording. A Waiver of Subrogation applies per the attached endorsement(s). DEDUCTIBLES: Professional Liability Deductible: $100,000 per claim. Umbrella Liability Deductible: $10,000. Professional Liability Retroactive Date: 01/01/1986. 30 Day Notice of Cancellation.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED PROVISIONS - CALIFORNIA

This endorsement modifies insurance provided under the following:

BUSINESS LIABILITY COVERAGE FORM

A. It is agreed that paragraph **(2)** of subsections **6.d.** and **6.f.** of Section **C. - WHO IS AN INSURED** is replaced by the following:

(2) The insurance afforded by paragraph **(1)** above does not apply if your acts or omissions, or the acts or omissions of those acting on your behalf, that are alleged to have caused the "bodily injury", "property damage" or "personal and advertising injury", involve professional architectural, engineering or surveying services, including but not limited to:

(a) The preparing, approving, editing of or failure to prepare or approve, shop drawings, maps, opinions, reports, surveys, change orders, field orders, designs, drawings, specifications, warnings, recommendations, permit applications payment requests, manuals or instructions;

(b) Supervisory, inspection, quality control, architectural, engineering or surveying activities or services;

(c) Maintenance of job site safety, construction administration, construction contracting, construction management, computer consulting or design software development or programming service, or selection of a contractor or programming service;

(d) Monitoring, sampling, or testing service necessary to perform any of the services included in a. b. or c. above;

(e) Supervision, hiring, employment, training or monitoring of others who are performing any of the services included in a., b. or c. above.

The insurance afforded to such additional insured:

(a) Only applies to the extent permitted by law; and

(b) Will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. It is agreed that the following paragraphs are added to the end of subsections **1.** and **8.** of Section **F - OPTIONAL ADDITIONAL INSURED COVERAGES;** and it is agreed the following paragraphs replace section **b.** of subsection **9.** of Section **F. - OPTIONAL ADDITIONAL INSURED COVERAGES.** These paragraphs do not attach or amend the language of any of the other subsections of **Section F - OPTIONAL ADDITIONAL INSURED COVERAGES:**

The insurance afforded by this subsection does not apply if your acts or omissions, or the acts or omissions of those acting on your behalf, that are alleged to have caused the "bodily injury", "property damage" or "personal and advertising injury", involve professional architectural, engineering or surveying services, including but not limited to:

(a) The preparing, approving, editing of or failure to prepare or approve, shop drawings, maps, opinions, reports, surveys, change orders, field orders, designs, drawings, specifications, warnings, recommendations, permit applications payment requests, manuals or instructions;

(b) Supervisory, inspection, quality control, architectural, engineering or surveying activities or services;

(c) Maintenance of job site safety, construction administration, construction contracting, construction management, computer consulting or design software development or programming service, or selection of a contractor or programming service;

(d) Monitoring, sampling, or testing service necessary to perform any of the services included in a. b. or c. above;

(e) Supervision, hiring, employment, training or monitoring of others who are performing any of the services included in a., b. or c. above.

The insurance afforded to such additional insured:

(a) Only applies to the extent permitted by law; and

(b) Will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

(b) Rented to, in the care, custody or control of, or over which physical control is being exercised for any purpose by you, any of your "employees", "volunteer workers", any partner or member (if you are a partnership or joint venture), or any member (if you are a limited liability company).

b. **Real Estate Manager**

Any person (other than your "employee" or "volunteer worker"), or any organization while acting as your real estate manager.

c. **Temporary Custodians Of Your Property**

Any person or organization having proper temporary custody of your property if you die, but only:

(1) With respect to liability arising out of the maintenance or use of that property; and

(2) Until your legal representative has been appointed.

d. **Legal Representative If You Die**

Your legal representative if you die, but only with respect to duties as such. That representative will have all your rights and duties under this insurance.

e. **Unnamed Subsidiary**

Any subsidiary and subsidiary thereof, of yours which is a legally incorporated entity of which you own a financial interest of more than 50% of the voting stock on the effective date of this Coverage Part.

The insurance afforded herein for any subsidiary not shown in the Declarations as a named insured does not apply to injury or damage with respect to which an insured under this insurance is also an insured under another policy or would be an insured under such policy but for its termination or upon the exhaustion of its limits of insurance.

3. **Newly Acquired Or Formed Organization**

Any organization you newly acquire or form, other than a partnership, joint venture or limited liability company, and over which you maintain financial interest of more than 50% of the voting stock, will qualify as a Named Insured if there is no other similar insurance available to that organization. However:

a. Coverage under this provision is afforded only until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier; and

b. Coverage under this provision does not apply to:

(1) "Bodily injury" or "property damage" that occurred; or

(2) "Personal and advertising injury" arising out of an offense committed

before you acquired or formed the organization.

4. **Operator Of Mobile Equipment**

With respect to "mobile equipment" registered in your name under any motor vehicle registration law, any person is an insured while driving such equipment along a public highway with your permission. Any other person or organization responsible for the conduct of such person is also an insured, but only with respect to liability arising out of the operation of the equipment, and only if no other insurance of any kind is available to that person or organization for this liability. However, no person or organization is an insured with respect to:

a. "Bodily injury" to a co-"employee" of the person driving the equipment; or

b. "Property damage" to property owned by, rented to, in the charge of or occupied by you or the employer of any person who is an insured under this provision.

5. **Operator of Nonowned Watercraft**

With respect to watercraft you do not own that is less than 51 feet long and is not being used to carry persons for a charge, any person is an insured while operating such watercraft with your permission. Any other person or organization responsible for the conduct of such person is also an insured, but only with respect to liability arising out of the operation of the watercraft, and only if no other insurance of any kind is available to that person or organization for this liability.

However, no person or organization is an insured with respect to:

a. "Bodily injury" to a co-"employee" of the person operating the watercraft; or

b. "Property damage" to property owned by, rented to, in the charge of or occupied by you or the employer of any person who is an insured under this provision.

6. **Additional Insureds When Required By Written Contract, Written Agreement Or Permit**

The person(s) or organization(s) identified in Paragraphs **a.** through **f.** below are additional insureds when you have agreed, in a written contract, written agreement or because of a permit issued by a state or political subdivision, that such person or organization be added as an additional insured on your policy, provided the injury or damage occurs subsequent to the execution of the contract or agreement, or the issuance of the permit.

A person or organization is an additional insured under this provision only for that period of time required by the contract, agreement or permit.

However, no such person or organization is an additional insured under this provision if such person or organization is included as an additional insured by an endorsement issued by us and made a part of this Coverage Part, including all persons or organizations added as additional insureds under the specific additional insured coverage grants in Section **F.** – Optional Additional Insured Coverages.

a. Vendors

Any person(s) or organization(s) (referred to below as vendor), but only with respect to "bodily injury" or "property damage" arising out of "your products" which are distributed or sold in the regular course of the vendor's business and only if this Coverage Part provides coverage for "bodily injury" or "property damage" included within the "products-completed operations hazard".

(1) The insurance afforded to the vendor is subject to the following additional exclusions:

This insurance does not apply to:

(a) "Bodily injury" or "property damage" for which the vendor is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages that the vendor would have in the absence of the contract or agreement;

(b) Any express warranty unauthorized by you;

(c) Any physical or chemical change in the product made intentionally by the vendor;

(d) Repackaging, except when unpacked solely for the purpose of inspection, demonstration, testing, or the substitution of parts under instructions from the manufacturer, and then repackaged in the original container;

(e) Any failure to make such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products;

(f) Demonstration, installation, servicing or repair operations, except such operations performed at the vendor's premises in connection with the sale of the product;

(g) Products which, after distribution or sale by you, have been labeled or relabeled or used as a container, part or ingredient of any other thing or substance by or for the vendor; or

(h) "Bodily injury" or "property damage" arising out of the sole negligence of the vendor for its own acts or omissions or those of its employees or anyone else acting on its behalf. However, this exclusion does not apply to:

(i) The exceptions contained in Subparagraphs **(d)** or **(f)**; or

(ii) Such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products.

(2) This insurance does not apply to any insured person or organization from whom you have acquired such products, or any ingredient, part or container, entering into, accompanying or containing such products.

b. Lessors Of Equipment

(1) Any person or organization from whom you lease equipment; but only with respect to their liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your maintenance, operation or use of equipment leased to you by such person or organization.

(2) With respect to the insurance afforded to these additional insureds, this insurance does not apply to any "occurrence" which takes place after you cease to lease that equipment.

c. Lessors Of Land Or Premises

(1) Any person or organization from whom you lease land or premises, but only with respect to liability arising out of the ownership, maintenance or use of that part of the land or premises leased to you.

(2) With respect to the insurance afforded to these additional insureds, this insurance does not apply to:

(a) Any "occurrence" which takes place after you cease to lease that land or be a tenant in that premises; or

(b) Structural alterations, new construction or demolition operations performed by or on behalf of such person or organization.

d. Architects, Engineers Or Surveyors

(1) Any architect, engineer, or surveyor, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

(a) In connection with your premises; or

(b) In the performance of your ongoing operations performed by you or on your behalf.

(2) With respect to the insurance afforded to these additional insureds, the following additional exclusion applies:

This insurance does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of or the failure to render any professional services by or for you, including:

(a) The preparing, approving, or failure to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders, designs or drawings and specifications; or

(b) Supervisory, inspection, architectural or engineering activities.

e. Permits Issued By State Or Political Subdivisions

(1) Any state or political subdivision, but only with respect to operations performed by you or on your behalf for which the state or political subdivision has issued a permit.

(2) With respect to the insurance afforded to these additional insureds, this insurance does not apply to:

(a) "Bodily injury", "property damage" or "personal and advertising injury" arising out of operations performed for the state or municipality; or

(b) "Bodily injury" or "property damage" included within the "products-completed operations hazard".

f. Any Other Party

(1) Any other person or organization who is not an insured under Paragraphs **a.** through **e.** above, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

(a) In the performance of your ongoing operations;

(b) In connection with your premises owned by or rented to you; or

(c) In connection with "your work" and included within the "products-completed operations hazard", but only if

(i) The written contract or written agreement requires you to provide such coverage to such additional insured; and

(ii) This Coverage Part provides coverage for "bodily injury" or "property damage" included within the "products-completed operations hazard".

(2) With respect to the insurance afforded to these additional insureds, this insurance does not apply to:

"Bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services, including:

(a) The preparing, approving, or failure to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders, designs or drawings and specifications; or

(b) Supervisory, inspection, architectural or engineering activities.

The limits of insurance that apply to additional insureds are described in Section **D.** – Limits Of Insurance.

How this insurance applies when other insurance is available to an additional insured is described in the Other Insurance Condition in Section **E.** – Liability And Medical Expenses General Conditions.

No person or organization is an insured with respect to the conduct of any current or past partnership, joint venture or limited liability company that is not shown as a Named Insured in the Declarations.

D. LIABILITY AND MEDICAL EXPENSES LIMITS OF INSURANCE

1. The Most We Will Pay

The Limits of Insurance shown in the Declarations and the rules below fix the most we will pay regardless of the number of:

a. Insureds;

b. Claims made or "suits" brought; or

c. Persons or organizations making claims or bringing "suits".

2. Aggregate Limits

The most we will pay for:

a. Damages because of "bodily injury" and "property damage" included in the "products-completed operations hazard" is the Products-Completed Operations Aggregate Limit shown in the Declarations.

b. Damages because of all other "bodily injury", "property damage" or "personal and advertising injury", including medical expenses, is the General Aggregate Limit shown in the Declarations.

This General Aggregate Limit applies separately to each of your "locations" owned by or rented to you.

"Location" means premises involving the same or connecting lots, or premises whose connection is interrupted only by a street, roadway or right-of-way of a railroad.

This General Aggregate limit does not apply to "property damage" to premises while rented to you or temporarily occupied by you with permission of the owner, arising out of fire, lightning or explosion.

3. Each Occurrence Limit

Subject to **2.a.** or **2.b** above, whichever applies, the most we will pay for the sum of all damages because of all "bodily injury", "property damage" and medical expenses arising out of any one "occurrence" is the Liability and Medical Expenses Limit shown in the Declarations.

The most we will pay for all medical expenses because of "bodily injury" sustained by any one person is the Medical Expenses Limit shown in the Declarations.

4. Personal And Advertising Injury Limit

Subject to **2.b.** above, the most we will pay for the sum of all damages because of all "personal and advertising injury" sustained by any one person or organization is the Personal and Advertising Injury Limit shown in the Declarations.

5. Damage To Premises Rented To You Limit

The Damage To Premises Rented To You Limit is the most we will pay under Business Liability Coverage for damages because of "property damage" to any one premises, while rented to you, or in the case of damage by fire, lightning or explosion, while rented to you or temporarily occupied by you with permission of the owner.

In the case of damage by fire, lightning or explosion, the Damage to Premises Rented To You Limit applies to all damage proximately caused by the same event, whether such damage results from fire, lightning or explosion or any combination of these.

6. How Limits Apply To Additional Insureds

The most we will pay on behalf of a person or organization who is an additional insured under this Coverage Part is the lesser of:

a. The limits of insurance specified in a written contract, written agreement or permit issued by a state or political subdivision; or

b. The Limits of Insurance shown in the Declarations.

Such amount shall be a part of and not in addition to the Limits of Insurance shown in the Declarations and described in this Section.

If more than one limit of insurance under this policy and any endorsements attached thereto applies to any claim or "suit", the most we will pay under this policy and the endorsements is the single highest limit of liability of all coverages applicable to such claim or "suit". However, this paragraph does not apply to the Medical Expenses limit set forth in Paragraph **3.** above.

The Limits of Insurance of this Coverage Part apply separately to each consecutive annual period and to any remaining period of less than 12 months, starting with the beginning of the policy period shown in the Declarations, unless the policy period is extended after issuance for an additional period of less than 12 months. In that case, the additional period will be deemed part of the last preceding period for purposes of determining the Limits of Insurance.

E. LIABILITY AND MEDICAL EXPENSES GENERAL CONDITIONS

1. Bankruptcy

Bankruptcy or insolvency of the insured or of the insured's estate will not relieve us of our obligations under this Coverage Part.

2. Duties In The Event Of Occurrence, Offense, Claim Or Suit

a. Notice Of Occurrence Or Offense

You or any additional insured must see to it that we are notified as soon as practicable of an "occurrence" or an offense which may result in a claim. To the extent possible, notice should include:

(1) How, when and where the "occurrence" or offense took place;

(2) The names and addresses of any injured persons and witnesses; and

(3) The nature and location of any injury or damage arising out of the "occurrence" or offense.

b. Notice Of Claim

If a claim is made or "suit" is brought against any insured, you or any additional insured must:

(1) Immediately record the specifics of the claim or "suit" and the date received; and

(2) Notify us as soon as practicable.

You or any additional insured must see to it that we receive a written notice of the claim or "suit" as soon as practicable.

c. Assistance And Cooperation Of The Insured

You and any other involved insured must:

(1) Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the claim or "suit";

(2) Authorize us to obtain records and other information;

(3) Cooperate with us in the investigation, settlement of the claim or defense against the "suit"; and

(4) Assist us, upon our request, in the enforcement of any right against any person or organization that may be liable to the insured because of injury or damage to which this insurance may also apply.

d. Obligations At The Insured's Own Cost

No insured will, except at that insured's own cost, voluntarily make a payment, assume any obligation, or incur any expense, other than for first aid, without our consent.

e. Additional Insured's Other Insurance

If we cover a claim or "suit" under this Coverage Part that may also be covered by other insurance available to an additional insured, such additional insured must submit such claim or "suit" to the other insurer for defense and indemnity.

However, this provision does not apply to the extent that you have agreed in a written contract, written agreement or permit that this insurance is primary and non-contributory with the additional insured's own insurance.

f. Knowledge Of An Occurrence, Offense, Claim Or Suit

Paragraphs **a.** and **b.** apply to you or to any additional insured only when such "occurrence", offense, claim or "suit" is known to:

(1) You or any additional insured that is an individual;

(2) Any partner, if you or an additional insured is a partnership;

(3) Any manager, if you or an additional insured is a limited liability company;

(4) Any "executive officer" or insurance manager, if you or an additional insured is a corporation;

(5) Any trustee, if you or an additional insured is a trust; or

(6) Any elected or appointed official, if you or an additional insured is a political subdivision or public entity.

This Paragraph **f.** applies separately to you and any additional insured.

3. Financial Responsibility Laws

a. When this policy is certified as proof of financial responsibility for the future under the provisions of any motor vehicle financial responsibility law, the insurance provided by the policy for "bodily injury" liability and "property damage" liability will comply with the provisions of the law to the extent of the coverage and limits of insurance required by that law.

b. With respect to "mobile equipment" to which this insurance applies, we will provide any liability, uninsured motorists, underinsured motorists, no-fault or other coverage required by any motor vehicle law. We will provide the required limits for those coverages.

4. Legal Action Against Us

No person or organization has a right under this Coverage Form:

a. To join us as a party or otherwise bring us into a "suit" asking for damages from an insured; or

b. To sue us on this Coverage Form unless all of its terms have been fully complied with.

A person or organization may sue us to recover on an agreed settlement or on a final judgment against an insured; but we will not be liable for damages that are not payable under the terms of this insurance or that are in excess of the applicable limit of insurance. An agreed settlement means a settlement and release of liability signed by us, the insured and the claimant or the claimant's legal representative.

5. Separation Of Insureds

Except with respect to the Limits of Insurance, and any rights or duties specifically assigned in this policy to the first Named Insured, this insurance applies:

a. As if each Named Insured were the only Named Insured; and

b. Separately to each insured against whom a claim is made or "suit" is brought.

6. Representations

a. When You Accept This Policy

By accepting this policy, you agree:

(1) The statements in the Declarations are accurate and complete;

(2) Those statements are based upon representations you made to us; and

(3) We have issued this policy in reliance upon your representations.

b. Unintentional Failure To Disclose Hazards

If unintentionally you should fail to disclose all hazards relating to the conduct of your business at the inception date of this Coverage Part, we shall not deny any coverage under this Coverage Part because of such failure.

7. Other Insurance

If other valid and collectible insurance is available for a loss we cover under this Coverage Part, our obligations are limited as follows:

a. Primary Insurance

This insurance is primary except when **b.** below applies. If other insurance is also primary, we will share with all that other insurance by the method described in **c.** below.

b. Excess Insurance

This insurance is excess over any of the other insurance, whether primary, excess, contingent or on any other basis:

(1) Your Work

That is Fire, Extended Coverage, Builder's Risk, Installation Risk or similar coverage for "your work";

(2) Premises Rented To You

That is fire, lightning or explosion insurance for premises rented to you or temporarily occupied by you with permission of the owner;

(3) Tenant Liability

That is insurance purchased by you to cover your liability as a tenant for "property damage" to premises rented to you or temporarily occupied by you with permission of the owner;

(4) Aircraft, Auto Or Watercraft

If the loss arises out of the maintenance or use of aircraft, "autos" or watercraft to the extent not subject to Exclusion **g.** of Section **A.** – Coverages.

(5) Property Damage To Borrowed Equipment Or Use Of Elevators

If the loss arises out of "property damage" to borrowed equipment or the use of elevators to the extent not subject to Exclusion **k.** of Section **A.** – Coverages.

(6) **When You Are Added As An Additional Insured To Other Insurance**

That is other insurance available to you covering liability for damages arising out of the premises or operations, or products and completed operations, for which you have been added as an additional insured by that insurance; or

(7) **When You Add Others As An Additional Insured To This Insurance**

That is other insurance available to an additional insured.

However, the following provisions apply to other insurance available to any person or organization who is an additional insured under this Coverage Part:

(a) **Primary Insurance When Required By Contract**

This insurance is primary if you have agreed in a written contract, written agreement or permit that this insurance be primary. If other insurance is also primary, we will share with all that other insurance by the method described in **c.** below.

(b) **Primary And Non-Contributory To Other Insurance When Required By Contract**

If you have agreed in a written contract, written agreement or permit that this insurance is primary and non-contributory with the additional insured's own insurance, this insurance is primary and we will not seek contribution from that other insurance.

Paragraphs **(a)** and **(b)** do not apply to other insurance to which the additional insured has been added as an additional insured.

When this insurance is excess, we will have no duty under this Coverage Part to defend the insured against any "suit" if any other insurer has a duty to defend the insured against that "suit". If no other insurer defends, we will undertake to do so, but we will be entitled to the insured's rights against all those other insurers.

When this insurance is excess over other insurance, we will pay only our share of the amount of the loss, if any, that exceeds the sum of:

(1) The total amount that all such other insurance would pay for the loss in the absence of this insurance; and

(2) The total of all deductible and self-insured amounts under all that other insurance.

We will share the remaining loss, if any, with any other insurance that is not described in this Excess Insurance provision and was not bought specifically to apply in excess of the Limits of Insurance shown in the Declarations of this Coverage Part.

c. **Method Of Sharing**

If all the other insurance permits contribution by equal shares, we will follow this method also. Under this approach, each insurer contributes equal amounts until it has paid its applicable limit of insurance or none of the loss remains, whichever comes first.

If any of the other insurance does not permit contribution by equal shares, we will contribute by limits. Under this method, each insurer's share is based on the ratio of its applicable limit of insurance to the total applicable limits of insurance of all insurers.

8. **Transfer Of Rights Of Recovery Against Others To Us**

a. **Transfer Of Rights Of Recovery**

If the insured has rights to recover all or part of any payment, including Supplementary Payments, we have made under this Coverage Part, those rights are transferred to us. The insured must do nothing after loss to impair them. At our request, the insured will bring "suit" or transfer those rights to us and help us enforce them. This condition does not apply to Medical Expenses Coverage.

b. **Waiver Of Rights Of Recovery (Waiver Of Subrogation)**

If the insured has waived any rights of recovery against any person or organization for all or part of any payment, including Supplementary Payments, we have made under this Coverage Part, we also waive that right, provided the insured waived their rights of recovery against such person or organization in a contract, agreement or permit that was executed prior to the injury or damage.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

COMMERCIAL AUTOMOBILE BROAD FORM ENDORSEMENT

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

To the extent that the provisions of this endorsement provide broader benefits to the "insured" than other provisions of the Coverage Form, the provisions of this endorsement apply.

1. **BROAD FORM INSURED**

   A. **Subsidiaries and Newly Acquired or Formed Organizations**

   The Named Insured shown in the Declarations is amended to include:

   (1) Any legal business entity other than a partnership or joint venture, formed as a subsidiary in which you have an ownership interest of more than 50% on the effective date of the Coverage Form. However, the Named Insured does not include any subsidiary that is an "insured" under any other automobile policy or would be an "insured" under such a policy but for its termination or the exhaustion of its Limit of Insurance.

   (2) Any organization that is acquired or formed by you and over which you maintain majority ownership. However, the Named Insured does not include any newly formed or acquired organization:

   (a) That is a partnership or joint venture,

   (b) That is an "insured" under any other policy,

   (c) That has exhausted its Limit of Insurance under any other policy, or

   (d) 180 days or more after its acquisition or formation by you, unless you have given us notice of the acquisition or formation.

   Coverage does not apply to "bodily injury" or "property damage" that results from an "accident" that occurred before you formed or acquired the organization.

   B. **Employees as Insureds**

   Paragraph A.1. - WHO IS AN INSURED - of SECTION II - LIABILITY COVERAGE is amended to add:

   d. Any "employee" of yours while using a covered "auto" you don't own, hire or borrow in your business or your personal affairs.

   C. **Lessors as Insureds**

   Paragraph A.1. - WHO IS AN INSURED - of Section II - Liability Coverage is amended to add:

   e. The lessor of a covered "auto" while the "auto" is leased to you under a written agreement if:

   (1) The agreement requires you to provide direct primary insurance for the lessor and

   (2) The "auto" is leased without a driver.

   Such a leased "auto" will be considered a covered "auto" you own and not a covered "auto" you hire.

   D. **Additional Insured if Required by Contract**

   (1) Paragraph A.1. - WHO IS AN INSURED - of Section II - Liability Coverage is amended to add:

   f. When you have agreed, in a written contract or written agreement, that a person or organization be added as an additional insured on your business auto policy, such person or organization is an "insured", but only to the extent such person or organization is liable for "bodily injury" or "property damage" caused by the conduct of an "insured" under paragraphs a. or b. of Who Is An Insured with regard to the ownership, maintenance or use of a covered "auto."

The insurance afforded to any such additional insured applies only if the "bodily injury" or "property damage" occurs:

(1) During the policy period, and

(2) Subsequent to the execution of such written contract, and

(3) Prior to the expiration of the period of time that the written contract requires such insurance be provided to the additional insured.

(2) How Limits Apply

If you have agreed in a written contract or written agreement that another person or organization be added as an additional insured on your policy, the most we will pay on behalf of such additional insured is the lesser of:

(a) The limits of insurance specified in the written contract or written agreement; or

(b) The Limits of Insurance shown in the Declarations.

Such amount shall be a part of and not in addition to Limits of Insurance shown in the Declarations and described in this Section.

(3) Additional Insureds Other Insurance

If we cover a claim or "suit" under this Coverage Part that may also be covered by other insurance available to an additional insured, such additional insured must submit such claim or "suit" to the other insurer for defense and indemnity.

However, this provision does not apply to the extent that you have agreed in a written contract or written agreement that this insurance is primary and non-contributory with the additional insured's own insurance.

(4) Duties in The Event Of Accident, Claim, Suit or Loss

If you have agreed in a written contract or written agreement that another person or organization be added as an additional insured on your policy, the additional insured shall be required to comply with the provisions in LOSS CONDITIONS 2. - DUTIES IN THE EVENT OF ACCIDENT, CLAIM , SUIT OR LOSS – OF SECTION IV – BUSINESS AUTO CONDITIONS, in the same manner as the Named Insured.

E. Primary and Non-Contributory if Required by Contract

Only with respect to insurance provided to an additional insured in 1.D. - Additional Insured If Required by Contract, the following provisions apply:

(3) Primary Insurance When Required By Contract

This insurance is primary if you have agreed in a written contract or written agreement that this insurance be primary. If other insurance is also primary, we will share with all that other insurance by the method described in Other Insurance 5.d.

(4) Primary And Non-Contributory To Other Insurance When Required By Contract

If you have agreed in a written contract or written agreement that this insurance is primary and non-contributory with the additional insured's own insurance, this insurance is primary and we will not seek contribution from that other insurance.

Paragraphs **(3)** and **(4)** do not apply to other insurance to which the additional insured has been added as an additional insured.

When this insurance is excess, we will have no duty to defend the insured against any "suit" if any other insurer has a duty to defend the insured against that "suit". If no other insurer defends, we will undertake to do so, but we will be entitled to the insured's rights against all those other insurers.

When this insurance is excess over other insurance, we will pay only our share of the amount of the loss, if any, that exceeds the sum of:

(1) The total amount that all such other insurance would pay for the loss in the absence of this insurance; and

(2) The total of all deductible and self-insured amounts under all that other insurance.

We will share the remaining loss, if any, by the method described in Other Insurance 5.d.

2. AUTOS RENTED BY EMPLOYEES

Any "auto" hired or rented by your "employee" on your behalf and at your direction will be considered an "auto" you hire.

The OTHER INSURANCE Condition is amended by adding the following:

If an "employee's" personal insurance also applies on an excess basis to a covered "auto" hired or rented by your "employee" on your behalf and at your direction, this insurance will be primary to the "employee's" personal insurance.

3. AMENDED FELLOW EMPLOYEE EXCLUSION

EXCLUSION 5. - FELLOW EMPLOYEE - of SECTION II - LIABILITY COVERAGE does not apply if you have workers' compensation insurance in-force covering all of your "employees".

Coverage is excess over any other collectible insurance.

4. HIRED AUTO PHYSICAL DAMAGE COVERAGE

If hired "autos" are covered "autos" for Liability Coverage and if Comprehensive, Specified Causes of Loss, or Collision coverages are provided under this Coverage Form for any "auto" you own, then the Physical Damage Coverages provided are extended to "autos" you hire or borrow, subject to the following limit.

The most we will pay for "loss" to any hired "auto" is:

(1) $100,000;

(2) The actual cash value of the damaged or stolen property at the time of the "loss"; or

(3) The cost of repairing or replacing the damaged or stolen property,

whichever is smallest, minus a deductible. The deductible will be equal to the largest deductible applicable to any owned "auto" for that coverage. No deductible applies to "loss" caused by fire or lightning. Hired Auto Physical Damage coverage is excess over any other collectible insurance. Subject to the above limit, deductible and excess provisions, we will provide coverage equal to the broadest coverage applicable to any covered "auto" you own.

We will also cover loss of use of the hired "auto" if it results from an "accident", you are legally liable and the lessor incurs an actual financial loss, subject to a maximum of $1000 per "accident".

This extension of coverage does not apply to any "auto" you hire or borrow from any of your "employees", partners (if you are a partnership), members (if you are a limited liability company), or members of their households.

5. PHYSICAL DAMAGE - ADDITIONAL TEMPORARY TRANSPORTATION EXPENSE COVERAGE

Paragraph A.4.a. of SECTION III - PHYSICAL DAMAGE COVERAGE is amended to provide a limit of $50 per day and a maximum limit of $1,000.

6. LOAN/LEASE GAP COVERAGE

Under SECTION III - PHYSICAL DAMAGE COVERAGE, in the event of a total "loss" to a covered "auto", we will pay your additional legal obligation for any difference between the actual cash value of the "auto" at the time of the "loss" and the "outstanding balance" of the loan/lease.

"Outstanding balance" means the amount you owe on the loan/lease at the time of "loss" less any amounts representing taxes; overdue payments; penalties, interest or charges resulting from overdue payments; additional mileage charges; excess wear and tear charges; lease termination fees; security deposits not returned by the lessor; costs for extended warranties, credit life Insurance, health, accident or disability insurance purchased with the loan or lease; and carry-over balances from previous loans or leases.

7. AIRBAG COVERAGE

Under Paragraph B. EXCLUSIONS - of SECTION III - PHYSICAL DAMAGE COVERAGE, the following is added:

The exclusion relating to mechanical breakdown does not apply to the accidental discharge of an airbag.

8. ELECTRONIC EQUIPMENT - BROADENED COVERAGE

a. The exceptions to Paragraphs B.4 - EXCLUSIONS - of SECTION III - PHYSICAL DAMAGE COVERAGE are replaced by the following:

Exclusions **4.c.** and **4.d.** do not apply to equipment designed to be operated solely by use of the power from the "auto's" electrical system that, at the time of "loss", is:

(1) Permanently installed in or upon the covered "auto";

(2) Removable from a housing unit which is permanently installed in or upon the covered "auto";

(3) An integral part of the same unit housing any electronic equipment described in Paragraphs (1) and (2) above; or

(4) Necessary for the normal operation of the covered "auto" or the monitoring of the covered "auto's" operating system.

b. Section III – Version CA 00 01 03 10 of the Business Auto Coverage Form, Physical Damage Coverage, Limit of Insurance, Paragraph C.2 and Version CA 00 01 10 01 of the Business Auto Coverage Form, Physical Damage Coverage, Limit of Insurance, Paragraph C are each amended to add the following:

$1,500 is the most we will pay for "loss" in any one "accident" to all electronic equipment (other than equipment designed solely for the reproduction of sound, and accessories used with such equipment) that reproduces, receives or transmits audio, visual or data signals which, at the time of "loss", is:

(1) Permanently installed in or upon the covered "auto" in a housing, opening or other location that is not normally used by the "auto" manufacturer for the installation of such equipment;

(2) Removable from a permanently installed housing unit as described in Paragraph 2.a. above or is an integral part of that equipment; or

(3) An integral part of such equipment.

c. For each covered "auto", should loss be limited to electronic equipment only, our obligation to pay for, repair, return or replace damaged or stolen electronic equipment will be reduced by the applicable deductible shown in the Declarations, or $250, whichever deductible is less.

9. EXTRA EXPENSE - BROADENED COVERAGE

Under Paragraph A. - COVERAGE - of SECTION III - PHYSICAL DAMAGE COVERAGE, we will pay for the expense of returning a stolen covered "auto" to you.

10. GLASS REPAIR - WAIVER OF DEDUCTIBLE

Under Paragraph D. - DEDUCTIBLE - of SECTION III - PHYSICAL DAMAGE COVERAGE, the following is added:

No deductible applies to glass damage if the glass is repaired rather than replaced.

11. TWO OR MORE DEDUCTIBLES

Under Paragraph D. - DEDUCTIBLE - of SECTION III - PHYSICAL DAMAGE COVERAGE, the following is added:

If another Hartford Financial Services Group, Inc. company policy or coverage form that is not an automobile policy or coverage form applies to the same "accident", the following applies:

(1) If the deductible under this Business Auto Coverage Form is the smaller (or smallest) deductible, it will be waived;

(2) If the deductible under this Business Auto Coverage Form is not the smaller (or smallest) deductible, it will be reduced by the amount of the smaller (or smallest) deductible.

12. AMENDED DUTIES IN THE EVENT OF ACCIDENT, CLAIM, SUIT OR LOSS

The requirement in LOSS CONDITIONS 2.a. - DUTIES IN THE EVENT OF ACCIDENT,CLAIM, SUIT OR LOSS - of SECTION IV - BUSINESS AUTO CONDITIONS that you must notify us of an "accident" applies only when the "accident" is known to:

(1) You, if you are an individual;

(2) A partner, if you are a partnership;

(3) A member, if you are a limited liability company; or

(4) An executive officer or insurance manager, if you are a corporation.

13. UNINTENTIONAL FAILURE TO DISCLOSE HAZARDS

If you unintentionally fail to disclose any hazards existing at the inception date of your policy, we will not deny coverage under this Coverage Form because of such failure.

14. HIRED AUTO - COVERAGE TERRITORY

Paragraph e. of GENERAL CONDITIONS 7. - POLICY PERIOD, COVERAGE TERRITORY - of SECTION IV - BUSINESS AUTO CONDITIONS is replaced by the following:

e. For short-term hired "autos", the coverage territory with respect to Liability Coverage is anywhere in the world provided that if the "insured's" responsibility to pay damages for "bodily injury" or "property damage" is determined in a "suit," the "suit" is brought in the United States of America, the territories and possessions of the United States of America, Puerto Rico or Canada or in a settlement we agree to.

15. WAIVER OF SUBROGATION

TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US - of SECTION IV - BUSINESS AUTO CONDITIONS is amended by adding the following:

We waive any right of recovery we may have against any person or organization with whom you have a written contract that requires such waiver because of payments we make for damages under this Coverage Form.

16. RESULTANT MENTAL ANGUISH COVERAGE

The definition of "bodily injury" in SECTION V-DEFINITIONS is replaced by the following:

"Bodily injury" means bodily injury, sickness or disease sustained by any person, including mental anguish or death resulting from any of these.

17. EXTENDED CANCELLATION CONDITION

Paragraph 2. of the COMMON POLICY CONDITIONS - CANCELLATION - applies except as follows:

If we cancel for any reason other than nonpayment of premium, we will mail or deliver to the first Named Insured written notice of cancellation at least 60 days before the effective date of cancellation.

18. HYBRID, ELECTRIC, OR NATURAL GAS VEHICLE PAYMENT COVERAGE

In the event of a total loss to a "non-hybrid" auto for which Comprehensive, Specified Causes of Loss, or Collision coverages are provided under this Coverage Form, then such Physical Damage Coverages are amended as follows:

a. If the auto is replaced with a "hybrid" auto or an auto powered solely by electricity or natural gas, we will pay an additional 10%, to a maximum of $2,500, of the "non-hybrid" auto's actual cash value or replacement cost, whichever is less,

b. The auto must be replaced and a copy of a bill of sale or new lease agreement received by us within 60 calendar days of the date of "loss,"

c. Regardless of the number of autos deemed a total loss, the most we will pay under this Hybrid, Electric, or Natural Gas Vehicle Payment Coverage provision for any one "loss" is $10,000.

For the purposes of the coverage provision,

a. A "non-hybrid" auto is defined as an auto that uses only an internal combustion engine to move the auto but does not include autos powered solely by electricity or natural gas.

b. A "hybrid" auto is defined as an auto with an internal combustion engine and one or more electric motors; and that uses the internal combustion engine and one or more electric motors to move the auto, or the internal combustion engine to charge one or more electric motors, which move the auto.

19. VEHICLE WRAP COVERAGE

In the event of a total loss to an "auto" for which Comprehensive, Specified Causes of Loss, or Collision coverages are provided under this Coverage Form, then such Physical Damage Coverages are amended to add the following:

In addition to the actual cash value of the "auto", we will pay up to $1,000 for vinyl vehicle wraps which are displayed on the covered "auto" at the time of total loss. Regardless of the number of autos deemed a total loss, the most we will pay under this Vehicle Wrap Coverage provision for any one "loss" is $5,000. For purposes of this coverage provision, signs or other graphics painted or magnetically affixed to the vehicle are not considered vehicle wraps.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT - CALIFORNIA

Policy Number: 84WEGAU5C27 **Endorsement Number:**
Effective Date: 12/31/2022 Effective hour is the same as stated on the Information Page of the policy.
Named Insured and Address: Dokken Engineering, Inc.
110 Blue Ravine Rd., Suite 200
Folsom, CA 95630

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

You must maintain payroll records accurately segregating the remuneration of your employees while engaged in the work described in the Schedule.

The additional premium for this endorsement shall be 2 % of the California workers' compensation premium otherwise due on such remuneration.

SCHEDULE

Person or Organization	**Job Description**
Any person or organization from whom you are required by written contract or agreement to obtain this waiver of rights from us	

Angela Borg

Countersigned by ______________________________
Authorized Representative

Policy Expiration Date: 12/31/2023