CONTRACT FOR PROFESSIONAL CONSULTANT SERVICES
BRIDGE PREVENTATIVE MAINTENANCE PROGRAM -
MISCELLANEOUS LOCATIONS
CONTRACT NO. 300558
FEDERAL AID PROJECT NO. BPMPL-5949(151)

This Contract, entered into this_____day of _____, 2016, by and between the County of San Luis Obispo, a political subdivision of the State of California, herein called "COUNTY," and SWCA Environmental Consultants, a corporation whose address is 3033 N. Central Avenue, Suite 145, Phoenix, AZ 85012, herein called "CONSULTANT."

The COUNTY department responsible for administering this Contract is the Department of Public Works, and all written communications hereunder with the COUNTY shall be addressed to the Director of Public Works.

WHEREAS, the COUNTY has need for special services and advice with respect to the Work described herein for the Bridge Preventative Maintenance Program – Miscellaneous Locations Project (hereafter, the "Project"); and

WHEREAS, the CONSULTANT warrants that it is a specially trained, experienced expert, and competent to perform such special services;

NOW, THEREFORE, IT IS AGREED by the parties hereto as follows:

ARTICLE 1. SCOPE OF WORK

A. CONSULTANT shall, at its own cost and expense, provide all services, equipment, and materials necessary to complete the work described in CONSULTANT's Scope of Work (hereafter, collectively the "Work"), attached hereto as Exhibit A.

B. CONSULTANT warrants and represents that said Work encompasses all services, equipment, and materials necessary for CONSULTANT's preparation of the various technical studies and environmental documents anticipated to be required for the Project. All Work shall be performed to the highest professional standard.

ARTICLE 2. PROGRESS REPORTS

A. CONSULTANT shall submit progress reports at least once a month. The report should be sufficiently detailed for COUNTY's Contract Administrator to determine, if CONSULTANT is performing to expectations, or is on schedule; to provide communication of interim findings, and to sufficiently address any difficulties or special problems encountered, so remedies can be developed.

B. CONSULTANT's Project Manager shall meet with COUNTY's Contract Administrator, as needed, to discuss progress on the Contract.

ARTICLE 3. PERFORMANCE PERIOD

A. CONSULTANT shall commence work after notification to proceed by COUNTY's Contract Administrator. The Contract shall end on December 31, 2018, unless extended by Contract amendment.

B. CONSULTANT is advised that any recommendation for Contract award is not binding on COUNTY until the Contract is fully executed and approved by COUNTY.

ARTICLE 4. ALLOWABLE COSTS AND PAYMENTS

A. The method of payment for this Contract will be based on actual cost plus a fixed fee. COUNTY will reimburse CONSULTANT for actual costs (including labor costs, employee benefits, travel, equipment rental costs, overhead, and other direct costs) incurred by CONSULTANT in performance of the work. CONSULTANT will not be reimbursed for actual costs that exceed the estimated wage rates, employee benefits, travel, equipment rental, overhead, and other estimated costs set forth in the approved CONSULTANT's Cost Proposal, unless additional reimbursement is provided for by Contract amendment. In no event, will CONSULTANT be reimbursed for overhead costs at a rate that exceeds COUNTY's approved overhead rate set forth in the Cost Proposal attached hereto as Exhibit B. In the event, that COUNTY determines that a change to the work from that specified in the Cost Proposal and Contract is required, the Contract time or actual costs reimbursable by COUNTY shall be adjusted by Contract amendment to accommodate the changed work. The maximum total cost as specified in Paragraph "H" shall not be exceeded, unless authorized by Contract amendment.

B. In addition to the allowable incurred costs, COUNTY will pay CONSULTANT a fixed fee of three thousand ninety-five dollars and seven cents ($3,095.07). The fixed fee is nonadjustable for the term of the Contract, except in the event of a significant change in the scope of work and such adjustment is made by Contract amendment.

C. Reimbursement for transportation and subsistence costs shall not exceed the rates specified in the approved Cost Proposal.

D. When milestone cost estimates are included in the approved Cost Proposal, CONSULTANT shall obtain prior written approval for a revised milestone cost estimate from the COUNTY's Contract Administrator before exceeding such cost estimate.

E. Progress payments will be made monthly in arrears based on services provided and allowable incurred costs. A pro rata portion of CONSULTANT's fixed fee will be included in the monthly progress payments. If CONSULTANT fails to submit the required deliverable items according to the schedule set forth in the Scope of Work, COUNTY shall have the right to delay payment or terminate this Contract in accordance with the provisions of Article 5 Termination.

F. No payment will be made prior to approval of any work, nor for any work performed prior to approval of this Contract.

G. CONSULTANT will be reimbursed; as promptly as fiscal procedures will permit upon receipt by COUNTY's Contract Administrator of itemized invoices in triplicate. Invoices shall be submitted no later than forty-five (45) calendar days after the performance of work for which CONSULTANT is billing. Invoices shall detail the work performed on each milestone and each project as applicable. Invoices shall follow the format stipulated for the approved Cost Proposal and shall reference this Contract number and project title. Final invoice must contain the final cost and all credits due COUNTY including any equipment purchased under the provisions of Article 10 Equipment Purchase of this Contract. The final invoice should be submitted within sixty (60) calendar days after completion of CONSULTANT's work. Invoices shall be mailed to COUNTY's Contract Administrator at the following address:

County of San Luis Obispo
Andrew Anderson
County Government Center, Room 206
San Luis Obispo, CA 93408

H. The total amount payable by COUNTY including the fixed fee shall not exceed eighty-two thousand one hundred fifty-eight dollars and eighty-nine cents ($82,158.89).

I. Salary increases will be reimbursable if the new salary is within the salary range identified in the approved Cost Proposal and is approved by COUNTY's Contract Administrator.

For personnel subject to prevailing wage rates as described in the California Labor Code, all salary increases, which are the direct result of changes in the prevailing wage rates are reimbursable.

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

ARTICLE 5. TERMINATION

A. TERMINATION OF CONTRACT WITHOUT CAUSE

COUNTY reserves the right to terminate this Contract without cause at any time upon thirty (30) calendar days written notice to CONSULTANT of such termination.

B. TERMINATION OF CONTRACT FOR CAUSE

If CONSULTANT fails to perform CONSULTANT's duties to the satisfaction of the COUNTY, or if CONSULTANT fails to fulfill in a timely and professional manner CONSULTANT's obligations under this Contract, or if CONSULTANT violates any of the terms or provisions of this Contract, or if CONSULTANT, CONSULTANT's agents or employees fail to exercise good behavior either during or outside of working hours that is of such a nature as to bring discredit upon the COUNTY, then COUNTY shall have the right to terminate this Contract effective immediately upon the COUNTY giving written notice thereof to the CONSULTANT. If COUNTY's termination of the Contract for cause is defective for any reason, including but not limited to COUNTY's reliance on erroneous facts concerning CONSULTANT's performance, or any defect in notice thereof, this Contract shall automatically terminate without cause thirty (30) calendar days following the COUNTY's written notice of termination for cause to the CONSULTANT.

C. EFFECT OF TERMINATION

1. Upon receipt of any notice of termination, the CONSULTANT shall cease all Work except for those items of Work specifically described in said notice. COUNTY shall pay CONSULTANT the sum due to CONSULTANT under this Contract for services satisfactorily rendered prior to the effective date of said termination. Other than payments for services satisfactorily rendered prior to the effective date of said termination, CONSULTANT shall be entitled to no further compensation or payment of any type from the COUNTY. The maximum amount for which the COUNTY shall be liable if this Contract is terminated is eighty-two thousand one hundred fifty-eight dollars and eighty-nine cents ($82,158.89).

2. In the event of termination, COUNTY may proceed with the Work in any manner deemed proper by COUNTY. In the event of a termination for cause, the COUNTY shall have the right to deduct the COUNTY's costs of proceeding with the Work from any sums otherwise due CONSULTANT under this Contract. If the COUNTY's costs exceed this amount, the balance shall be paid by CONSULTANT upon demand.
3. Other than as expressly provided above, termination shall have no effect upon the rights and obligations of the parties arising out of any Work, transaction or event occurring prior to the effective date of such termination.

ARTICLE 6. COST PRINCIPLES AND ADMINISTRATIVE REQUIREMENTS

A. CONSULTANT agrees that the Contract Cost Principles and Procedures, 48 CFR, Federal Acquisition Regulations System, Chapter 1, Part 31, et seq., shall be used to determine the cost allowability of individual Project cost items.

B. CONSULTANT agrees to comply with federal procedures in accordance with 2 CFR, Part 200, Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards.

C. CONSULTANT agrees to comply with 2 CFR, Part 200, 23 CFR, 48 CFR Chapter 1, Part 31, Local Assistance Procedures, Public Contract Code 10300-10334, Public Contract Code 10335-10381, and other applicable state and federal regulations.

D. Any costs for which payment has been made to CONSULTANT that are determined by subsequent audit to be unallowable under 2 CFR, Part 200, 23 CFR, 48 CFR, Chapter 1, Part 31, and other applicable state and federal regulations, are subject to repayment by CONSULTANT to COUNTY.

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

ARTICLE 7. RETENTION OF RECORDS/AUDIT

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

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

ARTICLE 8. AUDIT REVIEW PROCEDURES

A. Any dispute concerning a question of fact arising under an interim or post audit of this Contract that is not disposed of by agreement, shall be reviewed by COUNTY's Chief Financial Officer.

B. Not later than thirty (30) calendar days after issuance of the final audit report, CONSULTANT may request a review by COUNTY's Chief Financial Officer of unresolved audit issues. The request for review shall be submitted in writing.

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

ARTICLE 9. SUBCONTRACTING

A. Nothing contained in this Contract or otherwise, shall create any contractual relation between COUNTY and any subconsultant(s), and no subcontract shall relieve CONSULTANT of its responsibilities and obligations hereunder. CONSULTANT agrees to be as fully responsible to COUNTY for the acts and omissions of its subconsultant(s) and of persons either directly or indirectly employed by any of them as it is for the acts and omissions of persons directly employed by CONSULTANT. CONSULTANT's obligation to pay its subconsultant(s) is an independent obligation from COUNTY's obligation to make payments to the CONSULTANT.

B. CONSULTANT shall perform the work contemplated with resources available within its own organization and no portion of the work pertinent to this Contract shall be subcontracted without written authorization by COUNTY's Contract Administrator, except that, which is expressly identified in the approved Scope of Work and Cost Proposal (Exhibits A and B).

C. CONSULTANT shall pay its subconsultants within ten (10) calendar days from receipt of each payment made to CONSULTANT by COUNTY.

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

E. Any substitution of subconsultant(s) must be approved in writing by COUNTY's Contract Administrator prior to the start of work by the subconsultant(s).

ARTICLE 10. EQUIPMENT PURCHASE

A. Prior authorization in writing, by COUNTY's Contract Administrator shall be required before CONSULTANT enters into any unbudgeted purchase order, or subcontract exceeding $5,000 for supplies, equipment, or CONSULTANT services. CONSULTANT shall provide an evaluation of the necessity or desirability of incurring such costs.

B. For purchase of any item, service or consulting work not covered in CONSULTANT's Cost Proposal and exceeding $5,000 prior authorization by COUNTY's Contract Administrator; three competitive quotations must be submitted with the request, or the absence of bidding must be adequately justified.

C. Any equipment purchased as a result of this Contract is subject to the following: "CONSULTANT shall maintain an inventory of all nonexpendable property. Nonexpendable property is defined as having a useful life of at least two years and an

acquisition cost of $5,000 or more. If the purchased equipment needs replacement and is sold or traded in, COUNTY shall receive a proper refund or credit at the conclusion of the Contract, or if the Contract is terminated, CONSULTANT may either keep the equipment and credit COUNTY in an amount equal to its fair market value, or sell such equipment at the best price obtainable at a public or private sale, in accordance with established COUNTY procedures; and credit COUNTY in an amount equal to the sales price. If CONSULTANT elects to keep the equipment, fair market value shall be determined at CONSULTANT's expense, on the basis of a competent independent appraisal of such equipment. Appraisals shall be obtained from an appraiser mutually agreeable to by COUNTY and CONSULTANT, if it is determined to sell the equipment, the terms and conditions of such sale must be approved in advance by COUNTY." 49 CFR, Part 18 requires a credit to Federal funds when participating equipment with a fair market value greater than $5,000 is credited to the project.

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

ARTICLE 11. STATE PREVAILING WAGE RATES

A. The State of California's General Prevailing Wage Rates are not applicable to this Contract.

Note: The Federal "Payment of Predetermined Minimum Wage" applies only to federal-aid construction contracts.

ARTICLE 12. CONFLICT OF INTEREST

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

B. 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 Contract.

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

ARTICLE 13. REBATES, KICKBACKS OR OTHER UNLAWFUL CONSIDERATION

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

ARTICLE 14. STATEMENT OF COMPLIANCE

A. CONSULTANT's signature affixed herein, and dated, shall constitute a certification under penalty of perjury under the laws of the State of California that CONSULTANT has, unless exempt, complied with, the nondiscrimination program requirements of

Government Code Section 12990 and Title 2, California Administrative Code, Section 8103.

ARTICLE 15. FAIR EMPLOYMENT PRACTICES

A. In the performance of this Contract, CONSULTANT will not discriminate against any employee for employment because of race, color, sex, sexual orientation, religion, ancestry or national origin, physical disability, medical condition, marital status, political affiliation, family and medical care leave, pregnancy leave, or disability leave. CONSULTANT will take affirmative action to ensure that employees are treated during employment without regard to their race, sex, sexual orientation, color, religion, ancestry, or national origin, physical disability, medical condition, marital status, political affiliation, family and medical care leave, pregnancy leave, or disability leave. Such action shall include, but not be limited to, the following: employment; upgrading; demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. CONSULTANT shall post in conspicuous places, available to employees for employment, notices to be provided by COUNTY setting forth the provisions of this Fair Employment section.

B. CONSULTANT, its contractor(s) and all subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Government Code Section 1290-0 et seq.), and the applicable regulations promulgated thereunder (California code of Regulations, Title 2, Section 7285.0 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code, Section 12900(a-f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations are incorporated into this Contract by reference and made a part hereof as if set forth in full. Each of the CONSULTANT's contractors and all subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreements, as appropriate.

C. CONSULTANT shall include the nondiscrimination and compliance provisions of this clause in all contracts and subcontracts to perform work under this Contract.

D. CONSULTANT will permit access to the records of employment, employment advertisements, application forms, and other pertinent data and records by COUNTY, the State Fair Employment and Housing Commission, or any other agency of the State of California designated by COUNTY, for the purposes of investigation to ascertain compliance with the Fair Employment section of this Contract.

E. Remedies for Willful Violation:

   1. COUNTY may determine a willful violation of the Fair Employment provision to have occurred upon receipt of a final judgment to that effect from a court in an action to which CONSULTANT was a party, or upon receipt of a written notice from the Fair Employment and Housing Commission that it has investigated and determined that CONSULTANT has violated the Fair Employment Practices Act and had issued an order under Labor Code Section 1426 which has become final or has obtained an injunction under Labor Code Section 1429.

   2. For willful violation of this Fair Employment Provision, COUNTY shall have the right to terminate this Contract either in whole or in part, and any loss or damage sustained by COUNTY in securing the goods or services thereunder shall be borne

and paid for by CONSULTANT and by the surety under the performance bond, if any, and COUNTY may deduct from any moneys due or thereafter may become due to CONSULTANT, the difference between the price named in the Contract and the actual cost thereof to COUNTY to cure CONSULTANT's breach of this Contract.

ARTICLE 16. NONDISCRIMINATION ASSURANCES

During the performance of this Contract, CONSULTANT, 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 Contract, 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 Contract 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 CONSULTANT's books, records, accounts, other sources of information, and its facilities as may be determined by COUNTY 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 COUNTY or the 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 Contract, COUNTY shall impose such agreement sanctions as it or the FHWA may determine to be appropriate, including, but not limited to:

   1. withholding of payments to CONSULTANT under the Contract within a reasonable period of time, not to exceed 90 days; and/or
   2. cancellation, termination or suspension of the Contract, 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 COUNTY 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 COUNTY enter into such litigation to protect the interests of COUNTY, and, in addition, CONSULTANT may request the United States to enter into such litigation to protect the interests of the United States.

ARTICLE 17. DEBARMENT AND SUSPENSION CERTIFICATION

A. CONSULTANT's signature affixed herein, shall constitute a certification under penalty of perjury under the laws of the State of California, that CONSULTANT has complied with Title 2 CFR, Part 180, "OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (nonprocurement)", which certifies that he/she or any person associated therewith in the capacity of owner, partner, director, officer, or manager, is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any federal agency; has not been suspended, debarred, voluntarily excluded, or determined ineligible by any federal agency within the past three (3) years; does not have a proposed debarment pending; and has not been indicted, convicted, or had a civil judgment rendered against it by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past three (3) years. Any exceptions to this certification must be disclosed to COUNTY.

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

C. Exceptions to the Federal Government Excluded Parties List System maintained by the General Services Administration are to be determined by the Federal Highway Administration.

ARTICLE 18. RETENTION OF FUNDS

A. No retainage will be withheld by the COUNTY 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 Section 7108.5 of the California Business and Professions Code. This requirement shall not be construed to limit or impair any contractual, administrative, or judicial remedies, otherwise available to the 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 CONSULTANTS and subconsultants.

B. All subcontracts shall contain the above provisions.

ARTICLE 19. NON-ASSIGNMENT OF CONTRACT

Inasmuch as this Contract is intended to secure the specialized services of the CONSULTANT, CONSULTANT may not assign, transfer, delegate, or sublet any interest herein without the COUNTY's prior written consent and any such assignment, transfer, delegation, or sublease without the COUNTY's prior written consent shall be considered null and void.

ARTICLE 20. INSURANCE

CONSULTANT shall procure and maintain for the duration of the Contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the CONSULTANT, its agents, representatives, or employees.

A. MINIMUM SCOPE AND LIMITS OF REQUIRED INSURANCE POLICIES
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 for bodily injury and property damage, including products-completed operations, personal injury and advertising injury, with limits no less than $1,000,000 per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.

2. AUTOMOBILE LIABILITY

   ISO Form Number CA 0001 covering, Code 1 (any auto), or if CONSULTANT has no owned autos, Code 8 (hired) and 9 (non-owned), with limit no less than $1,000,000 per accident for bodily injury and property damage.

3. WORKERS' COMPENSATION

   Workers' Compensation insurance as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than $1,000,000 per accident for bodily injury or disease. If CONSULTANT will provide leased employees, or, is an employee leasing or temporary staffing firm or a professional employer organization (PEO), coverage shall also include an Alternate Employer Endorsement (providing scope of coverage equivalent to ISO policy form WC 00 03 01 A) naming the COUNTY as the Alternate Employer, and the endorsement form shall be modified to provide that COUNTY will receive not less than thirty (30) calendar days advance written notice of cancellation of this coverage provision. If applicable to CONSULTANT's operations, coverage also shall be arranged to satisfy the requirements of any federal workers or workmen's compensation law or any federal occupational disease law.

4. PROFESSIONAL LIABILITY/ERRORS AND OMISSIONS

   Insurance covering CONSULTANT's liability arising from or related to this Contract, with limits of not less than $1 million per claim and $2 million aggregate. Further, CONSULTANT understands and agrees it shall maintain such coverage for a period of not less than three (3) years following this Contract's expiration, termination or cancellation.

If the CONSULTANT maintains higher limits than the minimums shown above, the COUNTY requires and shall be entitled to coverage for the higher limits maintained by the CONSULTANT.

B. OTHER INSURANCE PROVISIONS

The insurance policies are to contain, or be endorsed to contain, the following provisions:

1. ADDITIONAL INSURED STATUS

   The COUNTY, its officers, officials, employees, and volunteers are to be covered as insureds on the auto policy with respect to liability arising out of automobiles owned, leased, hired or borrowed by or on behalf of the CONSULTANT; and on the CGL policy with respect to liability arising out of work or operations performed by or on behalf 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 the CONSULTANT's insurance (at least as broad as ISO Form CG 20 10, 11 85 or both CG 20 10 and CG 23 37 forms if later revisions used).

2. PRIMARY COVERAGE

   For any claims related to this Contract, the CONSULTANT's insurance coverage shall be primary insurance as respects the COUNTY, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the COUNTY, its officers, officials, employees, or volunteers shall be excess of the CONSULTANT's insurance and shall not contribute with it.

3. NOTICE OF CANCELLATION

   Each insurance policy required above shall state that coverage shall not be canceled, except after thirty (30) calendar days' prior written notice (ten (10) calendar days for non-payment) has been given to the COUNTY.

4. FAILURE TO MAINTAIN INSURANCE

   CONSULTANT's failure to maintain or to provide acceptable evidence that it maintains the required insurance shall constitute a material breach of the Contract, upon which the COUNTY immediately may withhold payments due to CONSULTANT, and/or suspend or terminate this Contract. The COUNTY, at its sole discretion, may obtain damages from CONSULTANT resulting from said breach.

5. WAIVER OF SUBROGATION

   CONSULTANT hereby grants to COUNTY a waiver of any right to subrogation which any insurer of said CONSULTANT may acquire against the COUNTY 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 COUNTY has received a waiver of subrogation endorsement from the insurer.

6. DEDUCTIBLES AND SELF-INSURED RETENTIONS

   Any deductibles or self-insured retentions must be declared to and approved by the COUNTY. The COUNTY may require the CONSULTANT to provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention.

7. ACCEPTABILITY OF INSURERS

Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:VII, unless otherwise acceptable to the COUNTY.

8. CLAIMS MADE POLICIES

If any of the required policies provide coverage on a claims-made basis:

a. The Retroactive Date must be shown and must be before the date of the Contract or the beginning of Contract Work.

b. Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of the Contract W*ork*

c. 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.

9. SEPARATION OF INSUREDS

All liability policies shall provide cross-liability coverage as would be afforded by the standard ISO (Insurance Services Office, Inc.) separation of insureds provision with no insured versus insured exclusions or limitations.

10. VERIFICATION OF COVERAGE

CONSULTANT shall furnish the COUNTY with original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this clause. All certificates and endorsements are to be received and approved by the COUNTY before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the CONSULTANT's obligation to provide them. The COUNTY reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

Certificates and copies of any required endorsements shall be sent to:

San Luis Obispo County
Department of Public Works
Andrew Anderson, Contract Administrator
County Government Center, Room 206
San Luis Obispo, CA 93408

11. SUBCONSULTANTS

CONSULTANT shall require and verify that all subconsultants maintain insurance meeting all the requirements stated herein.

12. SPECIAL RISKS OR CIRCUMSTANCES

COUNTY reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

ARTICLE 21. INDEMNIFICATION

A. CONSULTANT shall defend, indemnify, and hold harmless the County, its officers, agents, and employees from any and all claims, demands, damages, costs, expenses, judgments, attorney fees, liabilities, or other losses (hereafter, collectively "claims") that may be asserted by any person or entity, and that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the CONSULTANT. The parties agree that, in addition to the CONSULTANT's general and professional duties of care, the CONSULTANT has a duty of care to act in accordance with the terms of this Contract. In addition to whatever other acts or omissions of CONSULTANT that constitute negligence, recklessness, or willful misconduct under applicable law, the parties acknowledge that any act or omission of the CONSULTANT that causes any damages or monetary losses, and constitutes a breach of any duty under, or pursuant to, this Contract, shall at a minimum constitute negligence (and may constitute recklessness or willful conduct if so warranted by the facts).

B. The preceding paragraph applies to any and all such claims, regardless of the nature of the claim or theory of recovery. For purposes of the paragraphs found in this Article, "CONSULTANT" shall include the CONSULTANT, and/or its agents, employees, subconsultants, or other independent contractors hired, by, or directly responsible to, CONSULTANT.

C. It is the intent of the parties to provide the COUNTY the fullest indemnification, defense, and "hold harmless" rights allowed under the law. No provisions of this Contract shall be construed in a manner that would constitute a waiver or modification of Civil Code section 2782.8. If any word(s) contained herein are deemed by a court to be in contravention of applicable law, said word(s) shall be severed from this Contract and the remaining language shall be given full force and effect. Nothing contained in the foregoing indemnity provisions shall be construed to require CONSULTANT to indemnify COUNTY against any responsibility or liability in contravention of Civil Code 2782.8.

ARTICLE 22. INSURANCE AND INDEMNIFICATION AS MATERIAL PROVISIONS

The parties expressly agree that the indemnification and insurance clauses in this Contract are an integral part of the performance exchanged in this Contract. The compensation stated in this Contract includes compensation for the risks transferred to CONSULTANT by the indemnification and insurance clauses.

ARTICLE 23. CONSULTANT'S RESPONSIBILITY FOR ITS WORK

A. CONSULTANT has been hired by the COUNTY because of CONSULTANT's specialized expertise in performing the Work described in the Scope of Work attached as Exhibit A. CONSULTANT shall be solely responsible for such Work. The COUNTY's review, approval and/or adoption of the Work of the CONSULTANT shall be in reliance on CONSULTANT's specialized expertise and shall not relieve the CONSULTANT of its sole responsibility for its Work. Similarly, if the COUNTY approves any Work prepared by CONSULTANT that varies from the requirements of this Contract, such approval shall not excuse the CONSULTANT for failing to comply with this Contract. The COUNTY is under no duty or obligation to review or verify the appropriateness, quality or accuracy of any Work of the CONSULTANT, including but not limited to, any methods, procedures, tests, calculations, drawings, or other

information used or created by CONSULTANT in performing any Work under this Contract.

B. All information which CONSULTANT receives from COUNTY should be independently verified by CONSULTANT. CONSULTANT should not rely upon such information unless it has independently verified its accuracy. The only exception to the foregoing arises when the COUNTY has expressly stated in writing that certain information may be relied upon by the CONSULTANT without the CONSULTANT's independent verification. In such event, the CONSULTANT is still obliged to promptly notify the COUNTY whenever the CONSULTANT becomes aware of any information that is inconsistent with any information which the COUNTY has stated may be relied upon by the CONSULTANT.

C. Pursuant to the provisions of this Article, the CONSULTANT is responsible for all Work under this Contract, including the Work performed by any subconsultants or any other independent contractors which CONSULTANT hires or contracts with regarding the Work.

D. CONSULTANT accepts the relationship of trust and confidence established with COUNTY by this Contract, and covenants with the COUNTY to furnish the CONSULTANT's reasonable skill and judgment in furthering the interests of the COUNTY. CONSULTANT shall use its best efforts to perform in an expeditious and economical manner consistent with the interests of the COUNTY.

E. If CONSULTANT ever has reason to believe that any of its general or professional duties of care conflict with any requirements of this Contract, CONSULTANT shall promptly so notify COUNTY in writing.

ARTICLE 24. DOCUMENTS, INFORMATION, AND MATERIALS OWNERSHIP

A. All documents, information and materials of any and every type prepared by the CONSULTANT pursuant to this Contract shall be the property of the COUNTY. Such documents shall include but not be limited to data, drawings, specifications, reports, estimates, summaries, and such other information and materials as may have been accumulated by the CONSULTANT in performing Work under this Contract, whether completed or in process. The CONSULTANT shall assume no responsibility for the unintended use by others of any such documents, information, or materials on project(s) which are not related to the scope of services described under this Contract.

B. CONSULTANT understands and agrees that the applicable patent rights provisions described in 48 CFR 27 shall be used to determine rights to inventions.

C. All subcontracts shall contain the above provisions.

ARTICLE 25. COMPLIANCE WITH LAWS

CONSULTANT shall comply with all Federal, State, and local laws and ordinances that are applicable to the performance of the Work of this Contract.

ARTICLE 26. DISPUTES & CLAIMS

A. EXCLUSIVE REMEDY

Any demand or assertion by CONSULTANT seeking any additional compensation and/or time extension, or other relief, for any reason whatsoever (hereafter collectively

"Claim"), must be in strict compliance with the requirements of this Article. For purposes of this Article, any and all Work relating to any such demand or assertion shall be referred to as "Disputed Work", regardless of whether the basis of the demand or assertion arises from an interpretation of the Contract, an action or inaction of CONSULTANT or COUNTY, or any other event, issue, or circumstance. If the Disputed Work relates to any Work performed by any subconsultants hired by CONSULTANT in compliance with the provisions of this Contract, any such Claims must also be processed by CONSULTANT in accordance with the provisions of this Article.

The administration of a Claim as provided in this Article, including CONSULTANT's performance of its duties and obligations specified in this Article is CONSULTANT's sole and exclusive remedy for disputes of all types pertaining to the payment of money, extension of time, the adjustment or interpretation of the Contract, or other contractual or tort relief arising from this Contract. Compliance with the procedures described in this Article is a condition precedent to the right to file a Government Code Claim, commence litigation, or commence any other legal action. CONSULTANT waives the right to pursue or submit any Claims not processed in accordance with this Article.

B. MANDATORY PROCEDURE AND CONDITION PRECEDENT

The requirements set forth in this Article are mandatory, and CONSULTANT shall strictly comply with these requirements. Strict compliance with these requirements is a condition precedent to CONSULTANT's ability to exercise any rights or remedies that may otherwise be available to CONSULTANT under the Contract or any applicable Laws or Regulations relating to the Claim. No action or inaction by CONSULTANT and/or COUNTY to try to resolve any Claim(s) through agreement, amendment, mediation, settlement, or any other means shall excuse CONSULTANT from strictly complying with the requirements of this Article. The CONSULTANT shall bear all costs incurred in complying with the provisions of this Article.

C. NOTICE OF POTENTIAL CLAIM

The CONSULTANT shall not be entitled to any additional compensation and/or time under this Contract for any act, or failure to act, by the COUNTY, or for the happening of any event, thing, occurrence, or other cause, unless the CONSULTANT has provided the COUNTY's Director of Public Works with timely written Notice of Potential Claim as hereinafter specified. The written Notice of Potential Claim shall set forth the reasons for which the CONSULTANT believes additional compensation and/or time will or may be due, the nature of the cost involved, and, insofar as possible, the full amount of additional compensation and/or time extension sought in relation to the potential claim. The said notice as above required must have been given to the COUNTY prior to the time that the CONSULTANT shall have performed any Disputed Work. It is the intention of this paragraph that differences between the parties relating to this Contract be brought to the attention of the COUNTY at the earliest possible time in order that such matters may be settled, if possible, or other appropriate action promptly taken. The CONSULTANT hereby agrees that it shall have no right to additional compensation and/or time regarding any Claim for which no written Notice of Potential Claim as herein required was filed with the COUNTY's Director of Public Works.

D. NOTICE OF FINAL CLAIM

As soon as reasonably practical upon completion of the Disputed Work, and no later than thirty (30) calendar days after completion of the Disputed Work, CONSULTANT shall provide to COUNTY a Notice of Final Claim containing a full and final documentation of the Claim that provides the following information:

1. A detailed factual narration of events fully describing the nature and circumstances that caused the dispute, including, but not limited to, necessary dates, locations, and items of Work affected by the dispute.
2. The specific provisions of the Contract that support the Claim and a statement of the reasons these provisions support and provide a basis for entitlement of the Claim.
3. When additional monetary compensation is requested, the exact amount requested, including an itemized breakdown of individual costs. These costs shall be segregated into the following cost categories:
    a. Labor – A listing of individuals, classifications, hours and dates worked, hourly labor rates, and other pertinent information related to the requested reimbursement of labor costs.
    b. Materials/ Equipment – Invoices, purchase orders, location of materials/ equipment used to perform the Disputed Work, dates they were used, and other pertinent information related to the requested reimbursement of material/ equipment costs.
    c. Other categories as specified by COUNTY.

E. CONSULTANT'S CONTINUING OBLIGATIONS

Neither the filing of a Notice of Potential Claim or of a Notice of Final Claim, nor the pendency of a dispute or claim, nor its consideration by the COUNTY, shall excuse the CONSULTANT from full and timely performance in accordance with the terms of this Contract. CONSULTANT shall promptly respond to any requests for further information or documentation regarding CONSULTANT's potential or final Claim. If CONSULTANT fails to provide an adequate written response to COUNTY within fifteen (15) calendar days of COUNTY's written request for such further documentation or information, CONSULTANT shall be deemed to have waived its Claim. If the further documentation or information requested by COUNTY, in the opinion of the COUNTY, reasonably takes the CONSULTANT more than fifteen (15) calendar days to comply with, the written request shall provide the CONSULTANT a specific response deadline that is commensurate to a reasonable response time.

F. RESPONSE TO NOTICE OF FINAL CLAIM

The COUNTY shall respond in writing to the Notice of Final Claim within sixty (60) calendar days of receipt thereof Claim, or may request, in writing, within forty-five (45) calendar days of said receipt, any additional information or documentation relating to the Claim or any defenses to the Claim the COUNTY may have against the CONSULTANT. CONSULTANT shall comply with the request within the reasonable time deadline provided by COUNTY in the request. If any additional information is thereafter requested by COUNTY, it shall likewise be provided by CONSULTANT within the reasonable time deadline provided by COUNTY in such follow-up request.

The written response to the Notice of Final Claim shall be submitted to the CONSULTANT within thirty (30) calendar days after receipt of such further information and documentation, or within a period of time no greater than that taken by the CONSULTANT in producing the additional information or documentation, whichever is greater. CONSULTANT may request an informal conference to meet and confer for settlement of the issues in dispute, but CONSULTANT shall have no right to demand such a conference. Neither the requesting of any such conference by CONSULTANT or COUNTY, nor the holding of such conference shall affect the date of the final decision on the Claim. No written communications of COUNTY sent to CONSULTANT after any such conference will change the date of the final decision on the Claim unless the writing expressly states that the date of the final decision is being changed to a new specific date.

A Claim may be granted in whole or in part only by a written response that contains the signature of the COUNTY's Director of Public Works or his authorized representative. In the event a valid written decision is not provided to CONSULTANT within the time prescribed in this Article, the Claim shall be deemed denied on the last day a written response was due. The date upon which the Claim is approved or denied pursuant to the provisions of this Article, shall constitute the date of the final decision on the Claim under the provisions of this Article. The date of the final decision on a Claim can only be changed by a subsequent writing signed by COUNTY that expressly states that the date of the final decision on the Claim has been changed to a new specific date.

G. GOVERNMENT CODE CLAIM REQUIREMENTS

For all Claims not resolved as a result of these Article 26 procedures, CONSULTANT must submit each Claim in a Government Code Section 910 form of claim for final investigation and consideration of its settlement prior to initiation of any litigation on any such Claim, as required by Government Code Section 945.4. Pursuant to Government Code Section 930.2, the one-year period in Government Code Section 911.2 is hereby reduced to 150 calendar days. This time deadline is measured from the accrual date of each separate cause of action. The time deadline for filing a Government Code claim shall not be tolled by any action or inaction by CONSULTANT or COUNTY, including but not limited to any action or inaction to try to resolve the Claim through negotiation, mediation, settlement, agreement (including Change Order), or by any other means, other than by a separate written tolling agreement expressly approved as to form (on the face of the agreement) by the COUNTY's Counsel Office.

ARTICLE 27. CONSULTANT IS AN INDEPENDENT CONTRACTOR

It is expressly understood that in the performance of the services herein provided, CONSULTANT shall be, and is, an independent contractor, and is not an agent or employee of the COUNTY. CONSULTANT has and shall retain the right to exercise full control over the employment, direction, compensation, and discharge of all persons assisting CONSULTANT in the performance of the services rendered hereunder. CONSULTANT shall be solely responsible for all matters relating to the payment of his/her employees, including compliance with Social Security, withholding, and all other regulations governing such matters.

ARTICLE 28. ENTIRE CONTRACT AND MODIFICATION

A. This Contract supersedes all previous contracts and constitutes the entire understanding of the parties hereto. CONSULTANT shall be entitled to no other compensation and/or benefits than those specified herein.

B. No changes, amendments, or alterations shall be effective unless in writing and signed by both parties.

C. Any changes increasing the CONSULTANT's compensation and/or benefits must be approved by the COUNTY's Board of Supervisors; any other changes may be signed by the COUNTY's Director of Public Works on behalf of the COUNTY. CONSULTANT specifically acknowledges that in entering into and executing this Contract, CONSULTANT relies solely upon the provisions contained in this Contract and no others. If there is any conflict between the language in the body of this Contract and any exhibits attached hereto, the body of this Contract shall take precedence.

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

E. There shall be no change in CONSULTANT's Project Manager or members of the project team, as listed in the Organizational Chart, attached hereto as Exhibit C, which is a part of this Contract, without prior written approval by COUNTY's Contract Administrator.

ARTICLE 29. ENFORCEABILITY

If any term, covenant, condition, or provision of this Contract is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions hereof shall remain in full force and effect and shall in no way be affected, impaired, or invalidated thereby.

ARTICLE 30. WARRANTY

CONSULTANT warrants that CONSULTANT and each of the personnel employed or otherwise retained by CONSULTANT for Work under this Contract are properly certified and licensed under the laws and regulations of the State of California to provide the special services herein agreed to.

CONSULTANT shall endorse all reports, maps, plans, documents, materials, and other data in accordance with applicable provisions of the laws of the State of California.

ARTICLE 31. APPLICABLE LAW AND VENUE

This Contract has been executed and delivered in the State of California and the validity, enforceability, and interpretation of any of the clauses of this Contract shall be determined and governed by the laws of the State of California. All duties and obligations of the parties created hereunder are performable in San Luis Obispo County and such County shall be the venue for any action or proceeding that may be brought or arise out of, in connection with or by reason of this Contract.

ARTICLE 32. NOTICES

Any notice required to be given pursuant to the terms and provisions hereof shall be in writing and shall be sent by first class mail to the COUNTY at:

San Luis Obispo County
Department of Public Works
Andrew Anderson, Contract Administrator
County Government Center, Room 206
San Luis Obispo, CA 93408

and to the CONSULTANT:

SWCA Environmental Consultants
Bill Henry, Office Director
1422 Monterey Street, C200
San Luis Obispo, CA 93401

ARTICLE 33. COST DISCLOSURE - DOCUMENTS AND WRITTEN REPORTS

Pursuant to Government Code section 7550, if the total cost of this Contract is over $5,000, the CONSULTANT shall include in all final documents and in all written reports submitted a written summary of costs, which shall set forth the numbers and dollar amounts of all contracts and subcontracts relating to the preparation of such documentation or written report. The Contract and subcontract numbers and dollar amounts shall be contained in a separate section of such document or written report.

ARTICLE 34. CONFIDENTIALITY OF DATA

A. All financial, statistical, personal, technical, or other data and information relative to the COUNTY's operations, which are designated confidential by the COUNTY and made available to the CONSULTANT in order to carry out this Contract, shall be protected by the CONSULTANT from unauthorized use and disclosure, and shall not be made available to any individual or organization by CONSULTANT without the prior written approval of COUNTY.

B. Permission to disclose information on one occasion, or public hearing held by the COUNTY relating to this Contract, shall not authorize the 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 this Contract or COUNTY's actions on the same, except to COUNTY's staff, CONSULTANT's own personnel involved in the performance of this Contract, at public hearings or in response to questions from a Legislative committee.

D. All information related to the construction estimate is confidential, and shall not be disclosed by the CONSULTANT to any entity other than the COUNTY.

E. All subcontracts shall contain the above provisions.

ARTICLE 35. RESTRICTIVE COVENANT

CONSULTANT agrees that CONSULTANT will not, during the continuance of this Contract, perform or otherwise exercise the services described in Exhibit A for anyone except for the COUNTY, unless and until said COUNTY waives this restriction.

ARTICLE 36. DISADVANTAGED BUSINESS ENTERPRISES (DBE) PARTICIPATION

A. This Contract is subject to 49 CFR, Part 26 entitled "Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs". Consultants who obtain DBE participation on this Contract will assist Caltrans in meeting its federally mandated statewide overall DBE goal.

B. The goal for DBE participation for this Contract is 0%. Participation by DBE consultant or subconsultants shall be in accordance with information contained in the Consultant Proposal DBE Commitment or in the Consultant Contract DBE Commitment attached hereto as Exhibits D and incorporated as part of the Contract. If a DBE subconsultant is unable to perform, CONSULTANT must make a good faith effort to replace him/her with another DBE subconsultant, if the goal is not otherwise met.

C. DBEs and other small businesses, as defined in 49 CFR, Part 26 are encouraged to participate in the performance of contracts financed in whole or in part with federal funds. CONSULTANT or subconsultant shall not discriminate on the basis of race, color, national origin, or sex in the performance of this Contract. CONSULTANT shall carry out applicable requirements of 49 CFR, Part 26 in the award and administration of US DOT-assisted agreements. Failure by CONSULTANT to carry out these requirements is a material breach of this Contract, which may result in the termination of this Contract or such other remedy as COUNTY deems appropriate.

D. Any subcontract entered into by CONSULTANT relating to this Contract, shall incorporate the provisions of this Article in a manner that binds the subconsultant to all of the provisions of this Article.

E. A DBE firm may be terminated only with prior written approval from COUNTY and only for the reasons specified in 49 CFR 26.53(f). Prior to requesting COUNTY consent for the termination, CONSULTANT must meet the procedural requirements specified in 49 CFR 26.53(f).

F. A DBE performs a Commercially Useful Function (CUF) when it is responsible for execution of the work of the Contract and is carrying out its responsibilities by actually performing, managing, and supervising the work involved. To perform a CUF, the DBE must also be responsible with respect to materials and supplies used on this Contract, for negotiating price, determining quality and quantity, ordering the material, and installing (where applicable) and paying for the material itself. To determine whether a DBE is performing a CUF, evaluate the amount of work subcontracted, industry practices, whether the amount the firm is to be paid under the, contract is commensurate with the work it is actually performing, and other relevant factors.

G. A DBE does not perform a CUF if its role is limited to that of an extra participant in a transaction, contract, or project through which funds are passed in order to obtain the appearance of DBE participation. In determining whether a DBE is such an extra participant, examine similar transactions, particularly those in which DBEs do not participate.

H. If a DBE does not perform or exercise responsibility for at least thirty percent (30%) of the total cost of its contract with its own work force, or the DBE subcontracts a greater portion of the work of the contract than would be expected on the basis of normal industry practice for the type of work involved, it will be presumed that it is not performing a CUF.

I. CONSULTANT shall maintain records of materials purchased or supplied from all subcontracts entered into with certified DBEs. The records shall show the name and business address of each DBE or vendor and the total dollar amount actually paid each DBE or vendor, regardless of tier. The records shall show the date of payment and the total dollar figure paid to all firms. DBE prime consultants shall also show the date of work performed by their own forces along with the corresponding dollar value of the work.

J. Upon completion of the Contract, a summary of these records shall be prepared and submitted on the form entitled, "Final Report-Utilization of Disadvantaged Business Enterprise (DBE), First-Tier Subconsultants", certified correct by CONSULTANT or CONSULTANT's authorized representative and shall be furnished to the COUNTY's Contract Administrator with the final invoice. Failure to provide the summary of DBE payments with the final invoice will result in twenty-five percent (25%) of the dollar value of the invoice being withheld from payment until the form is submitted. The amount will be returned to CONSULTANT when a satisfactory "Final Report-Utilization of Disadvantaged Business Enterprises (DBE), First-Tier Subconsultants" is submitted to the COUNTY's Contract Administrator.

K. If a DBE subconsultant is decertified during the life of the contract, the decertified subconsultant shall notify CONSULTANT in writing with the date of decertification. If a subconsultant becomes a certified DBE during the life of the Contract, the subconsultant shall notify CONSULTANT in writing with the date of certification. Any changes should be reported to COUNTY's Contract Administrator within thirty (30) calendar days.

ARTICLE 37. QUALITY CONTROL AND QUALITY ASSURANCE

The CONSULTANT shall provide a description of its Quality Control procedure. The process shall be implemented for all facets of Work and a QC-QA statement and signature shall be placed on all submittals to the COUNTY.

ARTICLE 38. CLAIMS FILED BY COUNTY'S CONSTRUCTION CONTRACTOR

A. If claims are filed against the COUNTY by the COUNTY's construction contractor or any other third party that relates in any way to any subject, plans, designs, or other Work within the CONSULTANT's Scope of Work under this Contract, and additional information or assistance from the CONSULTANT's personnel is requested by the COUNTY in order to evaluate or defend against such claims, CONSULTANT agrees to cooperate with and provide timely response to any reasonable requests for information submitted to CONSULTANT by the COUNTY relating to such claims. To the extent the information requested by the COUNTY only seeks documents or other factual information relating to Work performed by CONSULTANT, the CONSULTANT will only be compensated for any clerical costs associated with providing the COUNTY the requested documents or factual information.

B. CONSULTANT's personnel that the COUNTY considers essential to assist in defending against construction contractor claims will be made available on reasonable notice from the COUNTY. In the event the expert opinions of the CONSULTANT's personnel is sought by the COUNTY through such consultation or testimony, and only in such event, such consultation or testimony will be reimbursed at the same rates, including travel costs that are being paid for the CONSULTANT's personnel services

under this Contract. In the event any of CONSULTANT's personnel are deposed by another party, the CONSULTANT reserves the right to charge said other party a different rate for deposition testimony.

C. Services of the CONSULTANT's personnel in connection with the COUNTY's construction contractor claims will be performed pursuant to a written Contract amendment, if necessary, extending the termination date of this Contract in order to finally resolve the claims.

D. All subcontracts shall contain the above provisions.

ARTICLE 39. NATIONAL LABOR RELATIONS BOARD CERTIFICATION

In accordance with Public Contract Code Section 10296, the 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 the CONSULTANT within the immediately preceding two-year period, because of the CONSULTANT's failure to comply with an order of a federal court that orders the CONSULTANT to comply with an order of the National Labor Relations Board.

ARTICLE 40. CONTINGENT FEE

CONSULTANT warrants that it has not employed or retained any company or person, other than a bona fide employee working for CONSULTANT, to solicit or secure this Contract, and that it has not paid or agreed to pay any company or person, other than a bona fide employee, any fee, commission, percent, brokerage fee, gift, or any other consideration, contingent upon or resulting from the award or making this Contract. For breach or violation of this warranty, COUNTY shall have the right to annul this Contract without liability or, in its discretion to deduct from the Contract price or consideration, or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift, or contingent fee.

ARTICLE 41. INSPECTION OF WORK

CONSULTANT and any subconsultant shall permit COUNTY, the State, and the Federal Highway Administration; to review and inspect all work related activities, documents, and files (including electronically stored documents and files) at all reasonable times during the performance period of this Contract including review and inspection on a daily basis.

ARTICLE 42. SAFETY

A. CONSULTANT shall comply with OSHA regulations applicable to CONSULTANT regarding necessary safety equipment or procedures. CONSULTANT shall comply with safety instructions issued by COUNTY. CONSULTANT personnel shall wear hard hats and safety vests at all times while working on the construction project site.

B. Pursuant to the authority contained in Section 591 of the Vehicle Code, COUTNY 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.

ARTICLE 43. EVALUATION OF CONSULTANT

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

IN WITNESS THEREOF, the parties hereto have executed this Contract, and this Contract shall become effective on the date shown signed by the County of San Luis Obispo.

COUNTY OF SAN LUIS OBISPO

By:_____
Chairperson of the Board

Date:_____

ATTEST:

_____
County Clerk and Ex-Officio Clerk of the
Board of Supervisors, County of San Luis Obispo

Date:_____

CONSULTANT

SWCA Environmental Consultants

By: Cara Corbett

Title: Sr. Principal

Date: 8/17/16

APPROVED AS TO FORM AND LEGAL EFFECT:
RITA L. NEAL
County Counsel

By: _____
Deputy County Counsel

Date: 8/3/16

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WORK PLAN / TECHNICAL SERVICES

A. WORK PLAN

1. PROJECT MANAGEMENT

SWCA project management will include general management of the Environmental Project Team (SWCA technical staff and sub-consultants), as well as coordination/correspondence with the County, Caltrans, and other regulatory agencies, as necessary. If requested by the County, the SWCA project manager will be available to attend up to three meetings at the County offices. ***Natural Resources Team Leader Jon Claxton*** will serve as the project manager for the project, and ***Senior Biologist Travis Belt*** will serve as a back-up project manager in the event that Mr. Claxton is temporarily unavailable.

2. TECHNICAL ENVIRONMENTAL STUDIES

SWCA has provided a brief description of the scope of work for the various technical studies anticipated to be required, based on our experience with similar bridge construction projects and the background information provided by the County as part of the RFP package. It is important to note that this list of technical studies is only preliminary. The scope of work for the technical studies can be refined or changed by the County as needed in order to best serve County staff.

ENVIRONMENTAL STUDIES AND REPORTS

Phase I Initial Site Assessment

A Phase I Initial Site Assessment (ISA) will be prepared for the eight bridges consistent with ASTM Standard E1527-13 to meet the requirements of the Preliminary Environmental Study for the project. The Phase I ISA will be consistent with the requirements of an ISA as defined by Caltrans in *Chapter 10-Hazardous Materials, Hazardous Waste, and*

Contamination of the *Environmental Handbook, Volume 1: Guidance for Compliance*. The Phase I ISA will include interviews with past and present owners, operators, managers, and occupants; review of historical sources of information, such as aerial photographs, fire insurance maps, building department records, chain of title documents, and land use records; review and summary of the geologic and hydrogeologic setting, review of government records, including regulatory reports for both the subject properties and nearby or adjoining properties; visual inspection of the subject properties and of adjoining properties; and documentation of research, observations and results of the environmental inquiry in a written report that specifically identifies any properties that will require invasive site investigations. The ISA will not include assessment of non-ASTM considerations including but not limited to lead-based paint and asbestos.

Based on the findings from the Phase I ISA, a Phase II or Preliminary Site Investigation (PSI) may be recommended per Caltrans requirements to evaluate the recognized environmental conditions identified during the Phase I ISA. The Phase II process would include development of a work plan identifying the media to be sampled, the number of samples, and the sampling locations. Subsequent to work plan approval from the County and Caltrans, the necessary permits will be obtained from the governing agencies and field sampling activities will be performed. The results of the site investigation would be summarized in the Site Assessment Report which will include at a minimum a description of the project including regulatory agency input, background information such as the geologic and hydrogeologic setting, data evaluation including maps and cross sections as appropriate, a discussion of the results, and conclusions and recommendations for further assessment, if warranted. If it is determined that a PSI is required, the PSI tasks would be conducted under a separate budget with approval from the County.

Biological Resources and Wetlands Studies

Natural Environmental Study or Natural Environment Study (Minimal Impacts)

The NES/NES-MI consists of an impact analysis of the sensitive biological resources with potential to occur within the project impact area. Prior to conducting the fieldwork and NES preparation, SWCA would request an official species list from the USFWS Information for Planning and Conservation (IPaC) website for all eight bridge locations. The species list would list all federal species that would need to be taken into consideration in the NES/NES-MI (and BA). Per Caltrans requirements, the USFWS official species list must be acquired within 6 months of submitting the NES/NES-MI for review. SWCA will ensure that this list is updated prior to submittal to Caltrans.

In addition to the USFWS species list, SWCA graphic specialists would conduct a 5-mile radius search of the project impact area, using the California Natural Diversity Database (CNDDB), to determine what other species may need to be taken into consideration. SWCA's experience has been that a 5-mile radius is acceptable and often results in a more focused list of species for evaluation, thus reducing time spent analyzing species that are considered to have no potential to occur in the subject project area. This is particularly helpful when compiling and analyzing botanical resources within San Luis Obispo County.

To increase efficiency during the preparation of these documents, SWCA will also take into consideration various existing documents that our office has prepared in the surrounding areas. In particular, having recently worked directly with County and Caltrans staff on similar reports in 2016, SWCA is very familiar with how County staff would like avoidance and minimization measures prepared, as well as other editorial comments received by County staff during in-depth internal review of draft documents. Our goal is to continue to carry those past editorial efforts forward to ensure a high quality document prior to submittal to Caltrans.

Following the database search and review of existing documents, field surveys will be conducted by SWCA biologists to provide baseline information on vegetation communities, habitat types, and plant and wildlife species in the study area. At this time, SWCA assumes only one site visit per bridge location. Resources identified during field surveys will

be mapped with Global Positioning System (GPS)/GIS and will be overlain on plans and/or aerials provided by the County. The level of effort spent at each bridge location site will vary based on the proposed action at each site.

In order to comply with agency protocol for botanical resources and the Caltrans SER, SWCA typically conducts botanical surveys in order to accommodate the range of blooming periods (i.e., the identification periods) for the numerous special-status plant species that have been documented near the study area. Botanical surveys will follow the applicable guidelines from the USFWS publication *General Rare Plant Survey Guidelines* and CDFW publication *Guidelines for Assessing the Effects of Proposed Projects on Rare, Threatened, and Endangered Plants and Natural Communities*. However, we have found on past bridge maintenance projects that often the project impact area is largely developed or disturbed and does not provide adequate habitat for rare plant species. We anticipate that no botanical surveys would be necessary for those bridges that are identified as needing an NES-MI—Villa Creek Road, North Ocean Avenue, Lopez Lake Drive, and Encina Avenue. For those bridge locations that require an NES—Toro Creek, Pippin Lane, Picachio Road, and Nacimiento Lake Drive—we assume that any botanical survey work that is needed to determine presence/absence of a rare species could be done in one site visit. The timing of this site visit is dependent up on the plant species in question; however, SWCA also acknowledges that this effort is entirely dependent upon our early coordination with the County to determine impact areas and our initial evaluation of the species to be considered.

In terms of wildlife, reconnaissance wildlife surveys will be conducted concurrently with the botanical surveys. This proposal does not include costs for any protocol-level wildlife surveys. For bridge locations that have the potential to impact species such as California red-legged frog, steelhead, and other listed species, we assume that the presence of these species may be inferred. For California red-legged frog, it is assumed that the projects may also utilize existing Caltrans programmatic agreements and the County may implement the standard avoidance and minimization measures. SWCA has been working for the County and Caltrans for a number of years and is very familiar with the process in addressing these species and the measures that would need to be incorporated into the various NES (or NES-MI) documents with minimal edits.

Overall, the topics of discussion in the NES/NES-MIs will include a description of each project alternative under consideration; regulatory overview; study methods; documentation of existing conditions; special-status plant and animal species, sensitive habitats, and jurisdictional features (wetlands/other waters); evaluation of permanent, temporary, direct, indirect, and cumulative impacts; and recommended avoidance and minimization measures. The NES/NES-MIs will also adequately address invasive plant species as required by Executive Order (EO) 13112, Wetland Protection under EO 11990, and Flood Plain Management under EO 11988. Topic-specific reports (e.g., wetland delineation) will be included as appendices of the NES/NES-MI (see below). The NES/NES-MI will compile information from these individual studies and will be prepared using the most current Caltrans template available prior to submittal of the draft to Caltrans.

Biological Assessment

A BA is required for formal or informal consultation with USFWS and/or NOAA Fisheries. Due to the potential effects to federally listed species at some bridge sites, a BA will be necessary, as indicated in the RFP and the attached PES. The BA will be restricted to a discussion of federally listed species with potential for occurrence within or adjacent to the project area and will be prepared pursuant to the most recent Caltrans template. Federally listed species anticipated to be considered include, but are not limited to, South-Central California Coast steelhead (Federal Threatened), California red-legged frog (Federal Threatened), tidewater goby (Federally Endangered), and least Bell's vireo (*Vireo bellii pusillus*; Federally Endangered). SWCA has addressed all of these species in past BAs and is familiar with the analysis and avoidance and minimization measures required for these species.

Based on the RFP, it is anticipated that project activities at the Toro Creek, Pippin Lane, Picachio Road, and Nacimiento Lake Drive Bridges would require the preparation of separate BAs. SWCA previously prepared a BA for

the County along Picachio Road, over Cayucos Creek. We believe our previous experience in this drainage is unique to our team and may provide some level of efficiencies in preparing the BA for this project at this location. We also plan to utilize previously prepared studies when preparing the Toro Creek Road Bridge BA, Pippin Lane Bridge BA, and Nacimiento Lake Drive Bridge BA. Specifically, SWCA has conducted studies for the San Luis Obispo County Bridge Rail Replacement and Road Widening Project (which included Toro Creek). Pippin Lane is located within the Avila Beach region, where SWCA just finished an NES and BA for the Avila Beach Drive Bridge. Although this is a more coastal location, the federal species to be evaluated are likely to be very similar, or identical. Lastly, SWCA completed biological studies in 2015 on the Nacimiento River in for the Heritage Ranch Community Services District and for the City of Paso Robles Wastewater Treatment Plant. Again, we expect to gain some efficiency from existing background species information that we have already prepared for this north county region.

In the event that there needs to be any contact with USFWS and NOAA Fisheries for information gathering purposes, SWCA would work directly with the County staff contact. Once the final BA has been reviewed by the County and submitted to Caltrans, all contact/coordination with USFWS and NOAA Fisheries would be directly through Caltrans. SWCA would be available to respond to any comments or questions regarding the BA, or make changes to the document as necessary. SWCA assumes a single round of review from the County and a single round of review from Caltrans for the BAs.

Jurisdictional Waters Delineation

Based on our review of the RFP, wetlands and/or other jurisdictional waters regulated by USACE, RWQCB, and CDFW may occur within the impact areas of some of the bridge project locations. Impacts to jurisdictional resources will require permits from and/or consultation with these agencies. Permit applications will eventually require accurate calculations of permanent and temporary impacts to jurisdictional areas that are based on the final project designs.

SWCA will prepare a formal jurisdictional waters delineation for those bridge project locations that have the potential to impact jurisdictional features. The soil, vegetative, and hydrological characteristics of all potential wetland areas will be examined and categorized according to the USACE 1987 *Corps of Engineers Wetlands Delineation Manual* and the 2008 *Regional Supplement to the Corps of Engineers Wetland Delineation Manual: Arid West Region (Version 2.0)*. If potential wetland areas are not present in the in the study area, SWCA will delineate the jurisdictional boundaries utilizing the methods provided in *A Field Guide to the Identification of the Ordinary High Water Mark (OHWM) in the Arid West Region of the Western United States, A Delineation Manual*. Identified jurisdictional boundaries and biological habitats will be mapped with a Trimble® GPS 7X hand-held unit, capable of determining positional accuracy to ± 0.5 meter, and the resulting acreages quantified using ArcGIS. The jurisdictional waters delineation will be conducted to satisfy USACE wetland or other waters requirements, RWQCB state wetlands/waters, and delineation of CDFW jurisdictional limits.

If available from the County, SWCA will incorporate the latest AutoCAD topographic and project plans as a base map for the report. The jurisdictional wetlands/other waters maps will be overlaid on these plans and may be used for planning and permitting purposes. The Jurisdictional Waters Delineation will be included with the NES/NES-MI as an appendix, but will also function as a "stand-alone" document suitable for submittal to regulatory agencies during the permit application process.

SWCA has conducted several of these studies for various bridge locations in San Luis Obispo County and is familiar with the specific mapping requirements of USACE. Depending upon the level of impacts that may occur at the bridge locations, a Habitat Mitigation and Monitoring Plan (HMMP) may be required. However, given our experience in working with the County and the anticipated level of impacts at the bridge location sites (temporary impacts), SWCA assumes that the County would proposed an erosion control plan that would adequately restore any temporary impacts that may occur. Should the resource agencies require an HMMP to address long-term monitoring of the restoration activities, SWCA could provide this service under a separate scope and budget.

CEQA ENVIRONMENTAL DOCUMENTS

Initial Study / Mitigated Negative Declarations

As indicated in the RFP, SWCA proposes to prepare two IS/MND documents for the four proposed projects triggering this level of review. The Toro Creek Road, Pippin Lane, and Picachio Road sites will require similar improvements, including replacement of the wood lagging on identified abutments and wing walls. These three sites will be analyzed in one IS/MND document. The Nacimiento Lake Drive Bridge project will require scour mitigation downstream of the structure, and would be analyzed in one IS/MND.

SWCA will coordinate directly with the County to ensure the IS/MND format, scope, and content is consistent with the County's requirements. SWCA has prepared hundreds of IS/MND documents for the County for both public and private projects, including Caltrans Local Assistance projects, and is familiar with the County's IS template and mitigation measures. In addition to the County, SWCA will discuss the project with relevant federal, state, and local agencies, which may include USFWS, CDFW, RWQCB, CCC, Caltrans, and the San Luis Obispo Air Pollution Control District, based on efforts previously initiated and/or facilitated by the County. We assume the County will lead tribal consultation (pursuant to Assembly Bill 52) for these projects. SWCA is located within walking distance of the County Government Center, and will be available to meet with the County upon request. We assume 2–3 of these types of meetings may be required over the course of the CEQA process.

SWCA will conduct a field visit of each project site to capture the environmental baseline of each project site and its surrounding area, and will meet with County staff to ensure full understanding of the project description and areas temporarily and permanently affected by the projects. It is our understanding that the operational conditions of each bridge site will not change; no additional traffic, vehicle or bicycle lanes, pedestrian walkways, or other operational conditions would be affected by the maintenance and improvement actions.

SWCA will prepare written project descriptions based on the site visits and plans and information received from the County. The project description for the combined IS/MND (Toro Creek Road, Pippin Lane, and Picachio Road) and single-project IS/MND (Nacimiento Lake Drive) will include the following: proposed purpose and objectives for the proposed projects; proposed actions and changes to the existing bridges; construction equipment, methods, and timing; temporary and permanent disturbance area quantifications; temporary haul trips (import and export); and any County-proposed measures to mitigate potential environmental effects (i.e., traffic control plans). The administrative draft project description will be provided in electronic form for the County's review. Upon receipt of comments and clarifications from the County, SWCA will prepare a final project description for each IS/MND.

Preparation of the IS/MNDs will include an assessment of all resources as required by State CEQA Guidelines Appendix G and the County's IS template. The environmental analysis will incorporate all approved technical studies and relevant information provided by the County and other agencies. Additional background information will be obtained from the County's General Plan and ordinances, resource agency online documents, and our in-house library. Each IS/MND will include appropriate graphics to supplement the document, such as vicinity/location maps, habitat maps, and site plans.

Exhibit A of the IS/MNDs will include all cited sources and information used to prepare the IS. The IS/MND will include a Mitigation Monitoring and Reporting Program (MMRP) as Exhibit, which will identify each mitigation measure, the appropriate milestone or timing to implement the measure, the responsible party, and any reporting requirements. For the combined IS/MND (Toro Creek Road, Pippin Lane, and Picachio Road), the MMRP will include a mitigation matrix that clearly identifies the mitigation measures that would be applicable for each individual site.

SWCA will submit the administrative draft IS/MNDs in electronic format for the County's review and approval. Upon receipt of comments on the administrative drafts, SWCA will finalize the IS/MNDs and MMRPs for public review and circulation. We will provide written responses to comments received during circulation of the IS/MND; based on the

nature of the project, and early coordination with other agencies, we do not anticipate that the County would receive substantial comments in response to the circulated IS/MNDs.

It is our understanding that the County will prepare all required notice forms, such as the Notice of Completion, Notice of Intent to Adopt an MND, and Notice of Determination. SWCA can easily and quickly prepare these notices at the County's request. SWCA assumes the County will be responsible for all noticing fees and distribution of the IS/MND to the State Clearinghouse.

Categorical Exemptions

As indicated in the RFP, SWCA proposes to prepare four Categorical Exemptions for the Villa Creek Road Bridge, North Ocean Avenue Bridge, Lopez Lake Bridge, and Encina Avenue Bridge.

Unless additional evidence is presented that would affect the County's determination that these sites qualify for an exemption, SWCA considers this the appropriate level of review for these sites. SWCA will conduct a site visit of these four bridge sites, and provide a brief, one-page memorandum identifying the appropriate exemption class, and information supporting this determination.

ENVIRONMENTAL PERMITS

Based on our knowledge of the RFP and proposed actions at the various bridge locations, SWCA understands that opinions/permits/agreements from USACE, CDFW, and RWQCB may be required at the following locations: Toro Creek Road Bridge, Pippin Lane Bridge, Picachio Road Bridge, and Nacimiento Lake Drive Bridge. Of these, there may be a need for permitting with CCC at Toro Creek Road and North Ocean Avenue, as these are located within the Coastal Zone. It has been SWCA's experience that CCC would likely waive the maintenance activities for these two locations. This was recently the case with work on the Avila Beach Drive Bridge project, where SWCA supported the County.

For this scope of work, SWCA assumes that our staff will prepare the permit packages for the County but County staff will submit and track the permits along through the process. SWCA would provide the most complete package possible with the information provided from the County and the work conducted by SWCA.

OPTIONAL TASKS

Water Quality Assessment Report

Although not directly referenced in the RFP, SWCA is prepared (if needed) to evaluate potential water quality impacts associated with construction activities using information provided in the project plans, other County provided data, and the Post Construction Storm Water Control and Treatment Plan that will be completed by the County. SWCA will utilize the Caltrans template to prepare a Water Quality Assessment Report memorandum. The Water Quality Assessment Report will provide a discussion of the proposed project, physical setting of the project area, and regulatory framework with respect to water quality. The report will provide data on surface water and groundwater resources within the project area and their water quality health, describe water quality impairments and beneficial uses, identify potential water quality impacts/benefits associated with the proposed project, and identify avoidance and/or minimization measures recommended for potentially adverse impacts.

3. SCHEDULE

SWCA is prepared to initiate this scope of work immediately after receiving authorization to proceed. The table below sets out anticipated timeframes for completion of the identified environmental services. Note that the listed completion periods are for the submittal of administrative drafts, not final drafts, and do not include review by the County or

Caltrans, as timeframes for outside review are out of our control and can vary greatly. The timeframes included in Table 3 are estimates; we are willing to commit to the overall project schedule developed through coordination between SWCA, the County, and the County's design team.

Table 3. Proposed Work Schedule. *SWCA is committed to completing our proposed tasks within the timeframes necessary to maintain the overall project schedule to the extent feasible.*

TASK	ESTIMATED COMPLETION PERIOD
Phase I Initial Site Assessment	1 month after NTP and receipt of project description
Natural Environment Study (Minimal Impact)	Within 2 months of project description approval (proposes four sites addressed in one document)
Natural Environmental Studies	Early evaluation of species to be considered can begin immediately following NTP. 1.5 months for draft NES following completion of fieldwork and receipts of project design plans. If botanical survey is needed, fieldwork to be completed in Spring 2017.
Biological Assessment	3 weeks following receipt of all comments on NES (preference to have NES reviewed prior to BA submittal)
Jurisdictional Waters Determination	1 month after NTP and receipt of project description
CEQA Documentation	Admin Draft IS/MND submitted to County 1 month following completion of technical studies.
Environmental Permits (application packages)	1 month following CEQA determination and receipt of all project plans for state permit packages and USACE permit application package. SWCA assumes Caltrans will prepare federal biological opinions.
Water Quality Assessment Report (OPTIONAL)	2 weeks after approval of the Post Construction Storm Water Control and Treatment Plan

B. COUNTY INFORMATION AND PARTICIPATION

SWCA assumes that County staff would provide our team with a written project description for each bridge location site, including the limits of disturbance, proposed construction methodology, equipment used, staging areas, access to the work site, etc. Based on years of experience working with the County, we know that County staff are very proficient at preparing these types of projects descriptions and anticipate very little time spent in developing these descriptions with staff. In our past experience, for those bridge sites that will have very minimal impacts (NES-MI), the project descriptions can be summarized in 1–2 paragraphs. SWCA's approach with these minimal impact locations is to capture them all within one NES-MI. This has been a successful approach with Caltrans District 5 in the past and would save time and budget.

SWCA would also expect that any available mapping information would be shared with our team, including topographic data (if available), as-builts, etc. SWCA currently has the most recent version of county aerials, courtesy of the County, and we anticipate utilizing that data when creating graphics for these various bridge locations.

Although this has been mentioned in the RFP, SWCA would expect access to all bridge project locations. We do not expect this to be an issue, but are mentioning here for disclosure purposes.

SWCA does anticipate a kick off meeting with the County to transfer information to SWCA, and to go over the bridge locations in order to gain any necessary information that may be helpful in completing our work. SWCA anticipates no more than 2 hours for this kick off meeting and has included budget for this task.

Exhibit B

SWCA ENVIRONMENTAL CONSULTANTS
Sound Science. Creative Solutions.®

County of San Luis Obispo
Bridge Preventative Maintenance Project - Misc Locations

SWCA, Incorporated

CONTRACT No. 300558

COST PROPOSAL
May 6, 2016

DIRECT LABOR

Name	Classification	Hours	Actual Hourly Rate	Total
Henry, Bill	Project Principal / Office Director	2	$ 60.42	$ 121
Claxton, Jon	Natural Resources Team Leader	92	$ 43.41	$ 3,994
Ruggerone, Gary	NEPA Specialist	24	$ 43.41	$ 1,042
Belt, Travis	Senior Biologist	192	$ 39.65	$ 7,613
Holland, Barrett	Biologist	100	$ 28.35	$ 2,835
Scott, Shawna	Planning Team Leader	2	$ 42.44	$ 85
McCrory, Jacqueline	Environmental Planner	94	$ 37.08	$ 3,486
Abiko, Takashi	Graphics Specialist	60	$ 27.00	$ 1,620
Jones, Jaimie	Technical Editor	75	$ 28.65	$ 2,149
	Total Hours	641		

	Subtotal Direct Labor Costs	$	22,943.35
0%	**Anticipated Salary Increases**	$	-
	TOTAL - Direct Labor		**$ 22,943.35**

INDIRECT COSTS

	Rate	Total
Overhead	175.87%	$ 40,350.47
Fringe Benefit (Included in OH)	49.04%	
General & Administrative (Included in OH)	Not Available	

TOTAL - Indirect Costs		**$ 40,350.47**
FEE (4.89%)	**TOTAL - Fee**	**$ 3,095.07**
	Labor Total	**$ 66,388.89**

OTHER DIRECT COSTS

Description	Unit			Rate	Total
Car Rental	*per day*		@	$75.00	$ -
Lodging	*per night*		@	$150.00	$ -
Mileage	*federal rate*	500	@	$0.54	$ 270.00
Per Diem	*per day*		@	$46.00	$ -
Records Search	*lump sum*		@	$700.00	$ -
Photocopies B&W	*per page*	900	@	$0.10	$ 90.00
Photocopies Color	*per page*	300	@	$1.00	$ 300.00
Overnight Service	*per package*		@	$20.00	$ -
Graphic Presentation Boards	*per presentation*		@	$100.00	$ -
Subconsultant Costs (detailed cost proposal in same format attached)				$15,110.00	$ 15,110.00
				Subtotal Direct Costs	$ 15,770.00

ODC MU @ 0%	0.00
	15,770.00
TOTAL COST	**$ 82,158.89**

Exhibit B

HARO ENVIRONMENTAL

County of San Luis Obispo
Bridge Preventative Maintenance Project - Misc Locations

Haro Environmental

CONTRACT No. 300558

COST PROPOSAL
May 3, 2016

DIRECT LABOR

Name	Classification	Hours	Actual Hourly Rate	Total
Haro, Elliot	Principal Scientist	96	$ 50.00	$ 4,790
Nelligan, Timothy, P.E.	Engineer	10	$ 70.00	$ 710
			$ 36.00	$ -
			$ 27.00	$ -
			$ 26.00	$ -
			$ 30.00	$ -
			$ 30.00	$ -
	Total Hours	106		

	Subtotal Direct Labor Costs	$ 5,499.65
0%	**Anticipated Salary Increases**	$ -
	TOTAL - Direct Labor	**$ 5,499.65**

INDIRECT COSTS

	Rate	Total
Overhead	116.00%	$ 6,379.59
Fringe Benefit (Included in OH)	58.67%	$ 3,227
General & Administrative (Included in OH)	Not Available	

	TOTAL - Indirect Costs	**$ 9,606.24**
FEE (0.03%)	**TOTAL - Fee**	**$ 4.53**
	Labor Total	**$ 15,110.42**

OTHER DIRECT COSTS

Description	Unit			Rate	Total
Car Rental	*per day*		@	$75.00	$ -
Lodging	*per night*		@	$150.00	$ -
Mileage	*federal rate*	0	@	$0.56	$ -
Per Diem	*per day*		@	$46.00	$ -
Records Search	*lump sum*		@	$700.00	$ -
Photocopies B&W	*per page*		@	$0.10	$ -
Photocopies Color	*per page*		@	$1.00	$ -
Overnight Service	*per package*		@	$20.00	$ -
Graphic Presentation Boards	*per presentation*		@	$100.00	$ -
Subconsultant Costs (detailed cost proposal in same format attached)					$ -
				Subtotal Direct Costs	$ -

ODC MU @ 0%	0.00
	0.00
TOTAL COST	**$ 15,110.42**

Exhibit C

Figure 1. Project Team Organization

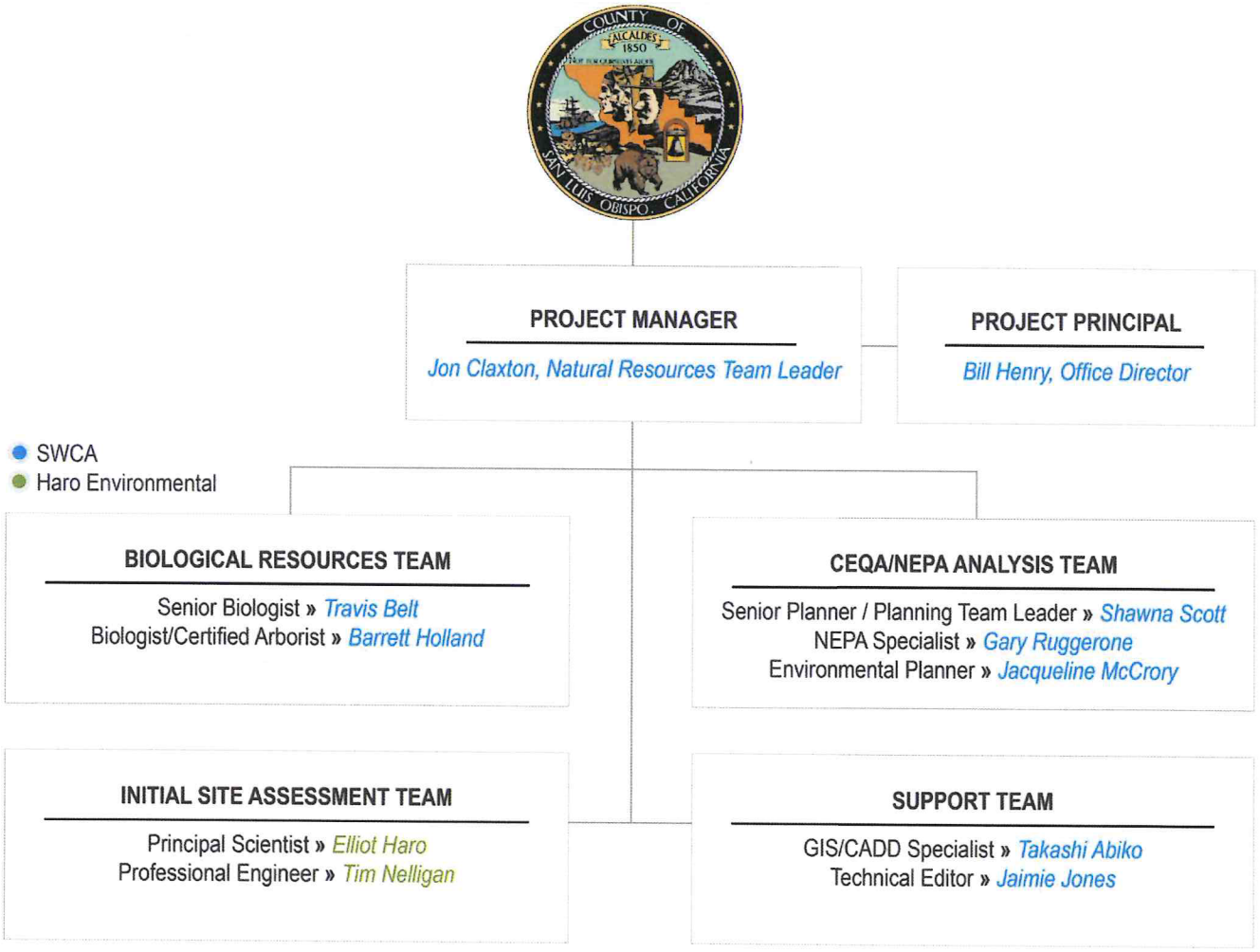

EXHIBIT 10-O2 CONSULTANT CONTRACT DBE COMMITMENT

1. Local Agency: County of San Luis Obispo
2. Contract DBE Goal: 0%
3. Project Description: Bridge Preventative Maintenance Project
4. Project Location: San Luis Obispo County - Miscellaneous Locations
5. Consultant's Name: SWCA, Incorporated
6. Prime Certified DBE: ☐
7. Total Contract Award Amount: $ 82,158.89
8. Total Dollar Amount for **ALL** Subconsultants: $ 5,499.65
9. Total Number of **ALL** Subconsultants: 1

10. Description of Work, Service, or Materials Supplied	11. DBE Certification Number	12. DBE Contact Information	13. DBE Dollar Amount
Prepare Initial Site Assessment	42812	HaroEnvironmental, Inc. | 805.204.4483 elliot.haro@haroenvironmental.com	$ 5,499.65
		14. TOTAL CLAIMED DBE PARTICIPATION	$ 5,499.65
			6.7 %

Local Agency to Complete this Section

20. Local Agency Contract Number: 300558
21. Federal-Aid Project Number: BPMPL-5949(151)
22. Contract Execution Date:

Local Agency certifies that all DBE certifications are valid and information on this form is complete and accurate.

23. Local Agency Representative's Signature: Cori Marsalek
24. Date: 8/25/16
25. Local Agency Representative's Name: Cori Marsalek
26. Phone: 805-781-4995
27. Local Agency Representative's Title: Project Manager

IMPORTANT: Identify all DBE firms being claimed for credit, regardless of tier. Written confirmation of each listed DBE is required.

15. Preparer's Signature: Bill Henry
16. Date: 08/24/16
17. Preparer's Name: Bill Henry, AICP
18. Phone: 805.543.7095
19. Preparer's Title: Office Director

DISTRIBUTION: 1. Original – Local Agency
2. Copy – Caltrans District Local Assistance Engineer (DLAE). Failure to submit to DLAE within 30 days of contract execution may result in de-obligation of federal funds on contract.

ADA Notice: For individuals with sensory disabilities, this document is available in alternate formats. For information call (916) 654-6410 or TDD (916) 654-3880 or write Records and Forms Management, 1120 N Street, MS-89, Sacramento, CA 95814.

INSTRUCTIONS – CONSULTANT CONTRACT DBE COMMITMENT

CONSULTANT SECTION

1. Local Agency - Enter the name of the local or regional agency that is funding the contract.
2. Contract DBE Goal - Enter the contract DBE goal percentage as it appears on the project advertisement.
3. Project Description - Enter the project description as it appears on the project advertisement (Bridge Rehab, Seismic Rehab, Overlay, Widening, etc).
4. Project Location - Enter the project location as it appears on the project advertisement.
5. Consultant's Name - Enter the consultant's firm name.
6. Prime Certified DBE - Check box if prime contractor is a certified DBE.
7. Total Contract Award Amount - Enter the total contract award dollar amount for the prime consultant.
8. Total Dollar Amount for ALL Subconsultants – Enter the total dollar amount for all subcontracted consultants. SUM = (DBEs + all Non-DBEs). Do not include the prime consultant information in this count.
9. Total number of ALL subconsultants – Enter the total number of all subcontracted consultants. SUM = (DBEs + all Non-DBEs). Do not include the prime consultant information in this count.
10. Description of Work, Services, or Materials Supplied - Enter description of work, services, or materials to be provided. Indicate all work to be performed by DBEs including work performed by the prime consultant's own forces, if the prime is a DBE. If 100% of the item is not to be performed or furnished by the DBE, describe the exact portion to be performed or furnished by the DBE. See LAPM Chapter 9 to determine how to count the participation of DBE firms.
11. DBE Certification Number - Enter the DBE's Certification Identification Number. All DBEs must be certified on the date bids are opened.
12. DBE Contact Information - Enter the name, address, and phone number of all DBE subcontracted consultants. Also, enter the prime consultant's name and phone number, if the prime is a DBE.
13. DBE Dollar Amount - Enter the subcontracted dollar amount of the work to be performed or service to be provided. Include the prime consultant if the prime is a DBE. See LAPM Chapter 9 for how to count full/partial participation.
14. Total Claimed DBE Participation - $: Enter the total dollar amounts entered in the "DBE Dollar Amount" column. %: Enter the total DBE participation claimed ("Total Participation Dollars Claimed" divided by item "Total Contract Award Amount"). If the total % claimed is less than item "Contract DBE Goal," an adequately documented Good Faith Effort (GFE) is required (see Exhibit 15-H DBE Information - Good Faith Efforts of the LAPM).
15. Preparer's Signature - The person completing the DBE commitment form on behalf of the consultant's firm must sign their name.
16. Date - Enter the date the DBE commitment form is signed by the consultant's preparer.
17. Preparer's Name - Enter the name of the person preparing and signing the consultant's DBE commitment form.
18. Phone - Enter the area code and phone number of the person signing the consultant's DBE commitment form.
19. Preparer's Title - Enter the position/title of the person signing the consultant's DBE commitment form.

LOCAL AGENCY SECTION

20. Local Agency Contract Number - Enter the Local Agency contract number or identifier.
21. Federal-Aid Project Number - Enter the Federal-Aid Project Number.
22. Contract Execution Date - Enter the date the contract was executed.
23. Local Agency Representative's Signature - The person completing this section of the form for the Local Agency must sign their name to certify that the information in this and the Consultant Section of this form is complete and accurate.
24. Date - Enter the date the DBE commitment form is signed by the Local Agency Representative.
25. Local Agency Representative's Name - Enter the name of the Local Agency Representative certifying the consultant's DBE commitment form.
26. Phone - Enter the area code and phone number of the person signing the consultant's DBE commitment form.
27. Local Agency Representative Title - Enter the position/title of the Local Agency Representative certifying the consultant's DBE commitment form.