

Agreement No. ___ - ___
AGREEMENT BETWEEN THE COUNTY OF YOLO AND
{MARK THOMAS & COMPANY, INC.} FOR CONSULTING
SERVICES RELATING TO THE COUNTY ROAD 41 BRIDGE
OVER CACHE CREEK REPLACEMENT PROJECT

This AGREEMENT is entered into as of {February 10th, 2026} by and
between the following parties ("Effective Date"):

The name of the "CONSULTANT" is as follows:
(MARK THOMAS & COMPANY, INC.)

Incorporated in the State of (*California*)
The Project Manager for the "CONSULTANT" will be (*Michael J. Scott*)

The name of the "LOCAL AGENCY" is as follows:
County of Yolo

The Contract Administrator for LOCAL AGENCY will be (Mark Christison)

RECITALS

WHEREAS, the LOCAL AGENCY is authorized by Government Code Section 23004 to make contracts as necessary for the exercise of its powers; and

WHEREAS, the LOCAL AGENCY is further authorized by Government Code Section 31000 to contract with persons specially trained, experienced, expert and competent to perform special services such as construction management; and)

WHEREAS, the LOCAL AGENCY desires to obtain Construction Management Services for the County Road (CR) 41 ("PROJECT"); and

WHEREAS, the LOCAL AGENCY has entered into a contract with the State, Master Agreement Administering Agency-State Agreement for Federal Aid Projects , a copy of which has previously been provided to CONSULTANT (State Agreement No. 03-5922F15); County Agreement No. 16-73 (collectively, the "State Contract"); and

WHEREAS, because the PROJECT is federally funded through the State's Local Agency Assistance Program, the State Contract requires that all subcontracts be governed by and construed in accordance with all applicable laws, regulations, and contractual obligations set forth in the State Contract, and that all County subcontractors (including but not limited to Consultant) comply with all terms and conditions of the State Contract; and

WHEREAS, the LOCAL AGENCY circulated and distributed a request for proposals, an excerpt of which is attached as **Exhibit A**; and

WHEREAS, the CONSULTANT submitted a proposal to provide Construction Management services for the PROJECT, an excerpt of which is attached as **Exhibit B**; and

WHEREAS, Consultant has represented and warrants to the LOCAL AGENCY that it has the necessary training, experience, expertise and competency to provide the services, goods and materials that are described in this AGREEMENT, at a cost to the LOCAL AGENCY as herein specified; that it will be able to perform the herein described services at minimum cost to the LOCAL AGENCY by virtue of its current and specialized knowledge of relevant data, issues, and conditions; and that it will do so in a manner consistent with and furthering of the Values of Yolo County, a copy of which has been previously been provided to the CONSULTANT; and

WHEREAS, CONSULTANT represents and warrants that neither CONSULTANT, nor any of its officers, agents, employees, contractors, subcontractors, volunteers, or five percent owners, is excluded or debarred from participating in or being paid for participation in any Federal or State program; and

WHEREAS, CONSULTANT further represents and warrants that no conditions or events now exist which give rise to CONSULTANT or any of its officers, agents, employees, contractors, subcontractors, volunteers or five percent owners being excluded or debarred from any Federal or State program; and

WHEREAS, CONSULTANT understands that the LOCAL AGENCY is relying upon these representations in entering into this AGREEMENT.

NOW, THEREFORE, the LOCAL AGENCY and the CONSULTANT agree as follows:

AGREEMENT

ARTICLE I INTRODUCTION

A. The work to be performed under this AGREEMENT is described in Article III Statement of Work, below, and the approved CONSULTANT's Cost Proposal dated 1/14/2026. The approved CONSULTANT's Cost Proposal is: attached as Exhibit D/included with Exhibit B hereto and incorporated by reference. If there is any conflict between the approved Cost Proposal and this AGREEMENT, this AGREEMENT shall take precedence.

B. Indemnity

1. CONSULTANT agrees to the fullest extent permitted by law, to indemnify, protect, defend, and hold harmless LOCAL AGENCY, its officers, officials, agents, employees and volunteers from and against any and all claims, damages, demands, liability, costs, losses and expenses, including without limitation, court costs and reasonable attorneys' and expert witness fees, arising out of any failure to comply with applicable law, any injury to or death of any person(s), damage to property, loss of use of property, economic loss or otherwise arising out of the performance of the work described herein, to the extent caused by a negligent act or negligent failure to act, errors, omissions, recklessness or willful misconduct incident to the performance of this AGREEMENT on the part of CONSULTANT, except such loss or damage which was caused by the sole negligence, or willful misconduct of LOCAL AGENCY, as determined by a Court of competent jurisdiction. The provisions of this section shall survive the expiration, termination or suspension of this AGREEMENT.

2. If CONSULTANT's obligation to defend, indemnify, and/or hold harmless arises out of CONSULTANT's performance of "design professional" services (as that term is defined under Civil Code section 2782.8), then, and only to the extent required by Civil Code section 2782.8, which is fully incorporated herein, CONSULTANT's indemnification obligation shall be limited to claims that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of CONSULTANT, and, upon CONSULTANT obtaining a final adjudication by a court of competent jurisdiction, CONSULTANT's liability for such claim, including the cost to defend, shall not exceed the CONSULTANT's proportionate percentage of fault. This subsection (2) shall not apply if project-specific general liability policy insures all project participants for general liability exposures on a primary basis and also covers all design professionals for their legal liability arising out of their professional services on a primary basis.

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

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

E. Any third-party person(s) employed or otherwise retained by CONSULTANT shall be entirely and exclusively under the direction, supervision, and control of CONSULTANT. CONSULTANT hereby indemnifies and holds LOCAL AGENCY harmless from any and all claims that may be made against LOCAL AGENCY based upon any contention by any third party that an employer-employee relationship exists by reason of this AGREEMENT.

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

G. CONSULTANT shall be as fully responsible to the LOCAL AGENCY for the negligent acts and omissions of its contractors and subcontractors or subconsultants, and of persons either directly or indirectly employed by them, in the same manner as persons directly employed by CONSULTANT.

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

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

ARTICLE II CONSULTANT'S REPORTS OR MEETINGS

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

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

ARTICLE III STATEMENT OF WORK

A. Services. Consultant shall furnish and perform construction management services as described in Exhibit C – Approved Description of Detailed Services.

The complete AGREEMENT shall include the following Exhibits attached hereto and incorporated herein:

Exhibit A	Request for Qualifications
Exhibit B	Statement of Qualifications
Exhibit C	Approved Description of Detailed Services
Exhibit D	Approved Consultant's Cost Proposal
Exhibit E	Appendices A and E of the Title VI Assurances

In the event of any conflict between any of the provisions of this AGREEMENT (including Exhibits), the provision that requires the highest level of performance from CONSULTANT for County's benefit shall prevail.

ARTICLE IV PERFORMANCE PERIOD

A. This AGREEMENT shall go into effect on the Effective Date (defined on the first page of this AGREEMENT). CONSULTANT shall commence work after notification to proceed by COUNTY OF YOLO DIRECTOR OF PUBLIC WORKS. The AGREEMENT shall end on 2/10/2029, unless extended by amendment.

ARTICLE V ALLOWABLE COSTS AND PAYMENTS

A. The method of payment for this AGREEMENT will be based on actual cost plus a fixed fee. LOCAL AGENCY 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 AGREEMENT amendment. In no event, will CONSULTANT be reimbursed for overhead costs at a rate that exceeds LOCAL AGENCY's approved overhead rate set forth in the Cost Proposal. In the event, that LOCAL AGENCY determines that a change to the work from that specified in the Cost Proposal and AGREEMENT is required, the AGREEMENT time or actual costs reimbursable by LOCAL AGENCY shall be adjusted by AGREEMENT amendment to accommodate the changed work. The maximum total cost as specified in Paragraph "I" of this Article shall not be exceeded, unless authorized by AGREEMENT amendment.

B. The indirect cost rate established for this AGREEMENT is extended through the duration of this specific AGREEMENT. CONSULTANT's agreement to the extension of the 1-year applicable period shall not be a condition or qualification to be considered for the work or AGREEMENT award.

- C. In addition to the allowable incurred costs, LOCAL AGENCY will pay CONSULTANT a fixed fee of \$(98,120.34). The fixed fee is nonadjustable for the term of the AGREEMENT, except in the event of a significant change in the scope of work and such adjustment is made by AGREEMENT amendment.
- D. Reimbursement for transportation and subsistence costs shall not exceed the rates specified in the approved Cost Proposal.
- E. 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 Contract Administrator before exceeding such cost estimate.
- F. 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 Article III Statement of Work, LOCAL AGENCY shall have the right to delay payment or terminate this AGREEMENT.
- G. No payment will be made prior to approval of any work, nor for any work performed prior to approval of this AGREEMENT.
- H. CONSULTANT will be reimbursed promptly according to California Regulations upon receipt by LOCAL AGENCY's Contract Administrator of itemized invoices in duplicate. Invoices shall be submitted no later than thirty (30) 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 AGREEMENT number and project title. Final invoice must contain the final cost and all credits due LOCAL AGENCY including any equipment purchased under the provisions of Article XI Equipment Purchase. The final invoice should be submitted within sixty (60) calendar days after completion of CONSULTANT's work. Invoices shall be mailed to LOCAL AGENCY's Contract Administrator at the following address:

*County of Yolo Division of Public Works
C/O Mark Christison
292 W. Beamer Street
Woodland, CA. 95695*

- I. The total amount payable by LOCAL AGENCY including the fixed fee shall not exceed \$(1,208,677.73).

- J. 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.
- K. Starting the first of the month following the one year anniversary of this AGREEMENT and annually thereafter, during each subsequent year of the term, the Initial Hourly Rates shown in Exhibit D (Professional Labor Rates, Caltrans Exhibit 10-H) may be adjusted, as agreed to in writing by the Director of Public Works, Community Services Department. In no case shall the direct hourly rates increase by more than the percent change increase shown on Exhibit D (Caltrans Exhibit 10-H, Proposed Escalation rate), **5%**. Consultant shall request such annual adjustment by Month 1, (put in one month before anniversary) and shall provide payroll records to LOCAL AGENCY along with any request made for hourly rate adjustments, to demonstrate that direct labor costs have increased by the proposed adjustment.

ARTICLE VI TERMINATION

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

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

C. In the event of any material breach of this AGREEMENT by CONSULTANT, LOCAL AGENCY may withhold any payments due to CONSULTANT until such time as the exact amount of damages, if any, due LOCAL AGENCY from CONSULTANT is determined. LOCAL AGENCY may also elect, in its sole discretion, to terminate the AGREEMENT immediately or upon the expiration of any period it may provide CONSULTANT to cure a material breach. Nothing in this AGREEMENT obligates LOCAL AGENCY to provide a cure period, nor does this AGREEMENT limit CONSULTANT'S liability to LOCAL AGENCY or the remedies available to LOCAL AGENCY in the event of a breach.

D. In the event of termination for reasons other than breach by CONSULTANT, CONSULTANT shall be compensated as provided for in this

AGREEMENT for all work performed prior to the date of termination (or if applicable, any prior suspension of services). Upon termination, LOCAL AGENCY shall be entitled to all work, including but not limited to, reports, investigations, appraisals, inventories, studies, analyses, drawings and data estimates performed to that date, whether completed or not.

ARTICLE VII COST PRINCIPLES AND ADMINISTRATIVE REQUIREMENTS

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

B. The CONSULTANT also 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. Any costs for which payment has been made to the CONSULTANT that are determined by subsequent audit to be unallowable under 48 CFR Part 31 or 2 CFR Part 200 are subject to repayment by the CONSULTANT to LOCAL AGENCY.

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

ARTICLE VIII RETENTION OF RECORD/AUDITS

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

ARTICLE IX AUDIT REVIEW PROCEDURES

A. Any dispute concerning a question of fact arising under an interim or post audit of this AGREEMENT that is not disposed of by AGREEMENT, shall be reviewed by LOCAL AGENCY'S Chief Financial Officer.

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

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

D. CONSULTANT and subconsultant AGREEMENTs, including cost proposals and Indirect Cost Rates (ICR), may be subject to audits or reviews such as, but not limited to, an AGREEMENT audit, an incurred cost audit, an ICR Audit, or a CPA ICR audit work paper review. If selected for audit or review, the AGREEMENT, cost proposal and ICR and related work papers, if applicable, will be reviewed to verify compliance with 48 CFR Part 31 and other related laws and regulations. In the instances of a CPA ICR audit work paper review it is CONSULTANT's responsibility to ensure federal, LOCAL AGENCY, or local government officials are allowed full access to the CPA's work papers including making copies as necessary. The AGREEMENT, cost proposal, and ICR shall be adjusted by CONSULTANT and approved by LOCAL AGENCY Contract Administrator to conform to the audit or review recommendations. CONSULTANT agrees that individual terms of costs identified in the audit report shall be incorporated into the AGREEMENT by this reference if directed by LOCAL AGENCY at its sole discretion. Refusal by CONSULTANT to incorporate audit or review recommendations, or to ensure that the federal, LOCAL AGENCY or local governments have access to CPA work papers, will be considered a breach of AGREEMENT terms and cause for termination of the AGREEMENT and disallowance of prior reimbursed costs.

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

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

Accepted rates will be as follows:

- a. If the proposed rate is less than one hundred fifty percent (150%) - the accepted rate reimbursed will be ninety percent (90%) of the proposed rate.
- b. If the proposed rate is between one hundred fifty percent (150%) and two hundred percent (200%) - the accepted rate will be eighty-five percent (85%) of the proposed rate.
- c. If the proposed rate is greater than two hundred percent (200%) - the accepted rate will be seventy-five percent (75%) of the proposed rate.

2. If IOAI is unable to issue a cognizant letter per paragraph E.1. above, IOAI may require CONSULTANT to submit a revised independent CPA-audited ICR and audit report within three (3) months of the effective date of the management letter. IOAI will then have up to six (6) months to review the CONSULTANT's and/or the independent CPA's revisions.

3. If the CONSULTANT fails to comply with the provisions of this paragraph E, or if IOAI is still unable to issue a cognizant approval letter after the revised independent CPA audited ICR is submitted, overhead cost reimbursement will be limited to the accepted ICR that was established upon initial rejection of the ICR and set forth in paragraph E.1. above for all rendered services. In this event, this accepted ICR will become the actual and final ICR for reimbursement purposes under this AGREEMENT.

4. CONSULTANT may submit to LOCAL AGENCY final invoice only when all of the following items have occurred: (1) IOAI accepts or

adjusts the original or revised independent CPA audited ICR; (2) all work under this AGREEMENT has been completed to the satisfaction of LOCAL AGENCY; and, (3) IOAI has issued its final ICR review letter. The CONSULTANT MUST SUBMIT ITS FINAL INVOICE TO LOCAL AGENCY no later than sixty (60) calendar days after occurrence of the last of these items. The accepted ICR will apply to this AGREEMENT and all other agreements executed between LOCAL AGENCY and the CONSULTANT, either as a prime or subconsultant, with the same fiscal period ICR.

ARTICLE X SUBCONTRACTING

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

B. The CONSULTANT shall perform the work contemplated with resources available within its own organization and no portion of the work shall be subcontracted without written authorization by the LOCAL AGENCY Contract Administrator, except that which is expressly identified in the CONSULTANT's approved Cost Proposal and any Task Order(s) covering the work at issue.

C. Any subagreement entered into as a result of this AGREEMENT, shall contain all the provisions stipulated in this entire AGREEMENT to be applicable to Subconsultants unless otherwise noted.

D. CONSULTANT shall pay its Subconsultants within thirty (30) calendar days from receipt of each payment made to the CONSULTANT by the LOCAL AGENCY.

E. Any substitution of authorized Subconsultants must be approved in writing by the LOCAL AGENCY Contract Administrator in advance of assigning work to a substitute Subconsultant.

F. Prompt Progress Payment

CONSULTANT or subconsultant shall pay to any subconsultant, not later than fifteen (15) days after receipt of each progress payment, unless otherwise agreed to in writing, the respective amounts allowed CONSULTANT on account of the work performed by the subconsultants, to the extent of each subconsultant's interest therein. This requirement shall not apply in the event

of a good faith dispute between CONSULTANT and a Subconsultant regarding performance, amounts due, or other matters, which shall be resolved between CONSULTANT and the affected Subconsultant (without any involvement by LOCAL AGENCY) in accordance with the agreement(s) between those parties.

G. Prompt Payment of Withheld Funds to Subconsultants

No retainage will be held by the LOCAL AGENCY from progress payments due to CONSULTANT. CONSULTANTS and subconsultants are prohibited from holding retainage from subconsultants. Any delay or postponement of payment may take place only for good cause and with the LOCAL AGENCY's prior written approval. Any violation of these provisions shall subject the violating CONSULTANT or subconsultant to the penalties, sanctions, and other remedies specified in Section 3321 of the California Civil Code. This requirement shall not be construed to limit or impair any contractual, administrative or judicial remedies, otherwise available to CONSULTANT or subconsultant in the event of a dispute involving late payment or nonpayment by CONSULTANT, deficient subconsultant performance and/or noncompliance by a subconsultant.

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

ARTICLE XI EQUIPMENT PURCHASE AND OTHER CAPITAL EXPENDITURES

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

B. For purchase of any item, service, or consulting work not covered in CONSULTANT's approved Cost Proposal and exceeding five thousand dollars (\$5,000), with prior authorization by LOCAL AGENCY's Contract Administrator, three competitive quotations must be submitted with the request, or the absence of solicitation process must be adequately justified.

C. Any equipment purchased with funds provided under the terms of this AGREEMENT is subject to the following:

1. CONSULTANT shall maintain an inventory of all nonexpendable equipment. Nonexpendable equipment is defined as having a useful life of at least two years and an acquisition cost of five thousand dollars (\$5,000) or more. If the purchased equipment needs replacement and is sold or traded in, LOCAL AGENCY shall receive a proper refund or credit at the conclusion of the AGREEMENT, or if the AGREEMENT is terminated, CONSULTANT may either keep the equipment and credit LOCAL AGENCY in an amount equal to its fair market value, or sell such equipment at the best price obtainable at a public or private sale, in accordance with established LOCAL AGENCY procedures; and credit LOCAL AGENCY in an amount equal to the sales price. If CONSULTANT elects to keep the equipment, fair market value shall be determined at CONSULTANT's expense, on the basis of a competent independent appraisal of such equipment. Appraisals shall be obtained from an appraiser mutually agreeable to by LOCAL AGENCY and CONSULTANT, if it is determined to sell the equipment, the terms and conditions of such sale must be approved in advance by LOCAL AGENCY.

2. Regulation 2 CFR Part 200 requires a credit to Federal funds when nonexpendable equipment with a fair market value greater than five thousand dollars (\$5,000) is credited to the project.

ARTICLE XII STATE PREVAILING WAGE RATES

A. No CONSULTANT or Subconsultant may be awarded an AGREEMENT containing public work elements unless registered with the Department of Industrial Relations (DIR) pursuant to Labor Code §1725.5. Registration with DIR must be maintained throughout the entire term of this AGREEMENT, including any subsequent amendments.

B. The CONSULTANT shall comply with all of the applicable provisions of the California Labor Code requiring the payment of prevailing wages. The General Prevailing Wage Rate Determinations applicable to work under this AGREEMENT are available and on file with the Department of Transportation's Regional/District Labor Compliance Officer (<https://dot.ca.gov/programs/construction/labor-compliance>). These wage rates are made a specific part of this AGREEMENT by reference pursuant to Labor Code §1773.2 and will be applicable to work performed at a construction project site. Prevailing wages will be applicable to all inspection work performed at LOCAL AGENCY construction sites, at LOCAL AGENCY facilities and at off-site locations that are set up by the construction contractor or one of its subcontractors solely and specifically to serve LOCAL AGENCY projects. Prevailing wage requirements do not apply to inspection work performed at the facilities of vendors and commercial materials suppliers that provide goods and services to the general public.

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

D. Payroll Records

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

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

b. The employer has complied with the requirements of Labor Code §1771, §1811, and §1815 for any work performed by his or her employees on the public works project.

2. The payroll records enumerated under paragraph (1) above shall be certified as correct by the CONSULTANT under penalty of perjury. The payroll records and all supporting documents shall be made available for inspection and copying by LOCAL AGENCY representatives at all reasonable hours at the principal office of the CONSULTANT. The CONSULTANT shall provide copies of certified payrolls or permit inspection of its records as follows:

a. A certified copy of an employee's payroll record shall be made available for inspection or furnished to the employee or the employee's authorized representative on request.

b. A certified copy of all payroll records enumerated in paragraph (1) above, shall be made available for inspection or furnished upon request to a representative of LOCAL AGENCY, the Division of Labor Standards Enforcement and the Division of Apprenticeship Standards of the Department of Industrial Relations. Certified payrolls submitted to LOCAL AGENCY, the Division of Labor Standards Enforcement and the Division of Apprenticeship Standards shall not be altered or obliterated by the CONSULTANT.

c. The public shall not be given access to certified payroll records by the CONSULTANT. The CONSULTANT is required to forward

any requests for certified payrolls to the LOCAL AGENCY Contract Administrator by both email and regular mail on the business day following receipt of the request.

3. Each CONSULTANT shall submit a certified copy of the records enumerated in paragraph (1) above, to the entity that requested the records within ten (10) calendar days after receipt of a written request.
4. Any copy of records made available for inspection as copies and furnished upon request to the public or any public agency by LOCAL AGENCY shall be marked or obliterated in such a manner as to prevent disclosure of each individual's name, address, and social security number. The name and address of the CONSULTANT or Subconsultant performing the work shall not be marked or obliterated.
5. The CONSULTANT shall inform LOCAL AGENCY of the location of the records enumerated under paragraph (1) above, including the street address, city and county, and shall, within five (5) working days, provide a notice of a change of location and address.
6. The CONSULTANT or Subconsultant shall have ten (10) calendar days in which to comply subsequent to receipt of written notice requesting the records enumerated in paragraph (1) above. In the event the CONSULTANT or Subconsultant fails to comply within the ten (10) day period, he or she shall, as a penalty to LOCAL AGENCY, forfeit one hundred dollars (\$100) for each calendar day, or portion thereof, for each worker, until strict compliance is effectuated. Such penalties shall be withheld by LOCAL AGENCY from payments then due. CONSULTANT is not subject to a penalty assessment pursuant to this section due to the failure of a Subconsultant to comply with this section.

E. When prevailing wage rates apply, the CONSULTANT is responsible for verifying compliance with certified payroll requirements. Invoice payment will not be made until the invoice is approved by the LOCAL AGENCY Contract Administrator.

F. Penalty

1. The CONSULTANT and any of its Subconsultants shall comply with Labor Code §1774 and §1775. Pursuant to Labor Code §1775, the CONSULTANT and any Subconsultant shall forfeit to the LOCAL AGENCY a penalty of not more than two hundred dollars (\$200) for each calendar day, or portion thereof, for each worker paid less than the prevailing rates as determined by the Director of DIR for the work or craft in which the worker is employed for any public work done

under the AGREEMENT by the CONSULTANT or by its Subconsultant in violation of the requirements of the Labor Code and in particular, Labor Code §§1770 to 1780, inclusive.

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

funds due the Subconsultant for work performed on the public works project.

- d. Prior to making final payment to the Subconsultant for work performed on the public works project, the CONSULTANT shall obtain an affidavit signed under penalty of perjury from the Subconsultant that the Subconsultant had paid the specified general prevailing rate of per diem wages to the Subconsultant's employees on the public works project and any amounts due pursuant to Labor Code §1813.
5. Pursuant to Labor Code §1775, LOCAL AGENCY shall notify the CONSULTANT on a public works project within fifteen (15) calendar days of receipt of a complaint that a Subconsultant has failed to pay workers the general prevailing rate of per diem wages.
6. If LOCAL AGENCY determines that employees of a Subconsultant were not paid the general prevailing rate of per diem wages and if LOCAL AGENCY did not retain sufficient money under the AGREEMENT to pay those employees the balance of wages owed under the general prevailing rate of per diem wages, the CONSULTANT shall withhold an amount of moneys due the Subconsultant sufficient to pay those employees the general prevailing rate of per diem wages if requested by LOCAL AGENCY.

G. Hours of Labor

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

H. Employment of Apprentices

1. Where either the prime AGREEMENT or the subagreement exceeds thirty thousand dollars (\$30,000), the CONSULTANT and any subconsultants under him or her shall comply with all applicable requirements of Labor Code §§ 1777.5, 1777.6 and 1777.7 in the employment of apprentices.

2. CONSULTANTS and subconsultants are required to comply with all Labor Code requirements regarding the employment of apprentices, including mandatory ratios of journey level to apprentice workers. Prior to commencement of work, CONSULTANT and subconsultants are advised to contact the DIR Division of Apprenticeship Standards website at <https://www.dir.ca.gov/das/>, for additional information regarding the employment of apprentices and for the specific journey-to-apprentice ratios for the AGREEMENT work. The CONSULTANT is responsible for all subconsultants' compliance with these requirements. Penalties are specified in Labor Code §1777.7.

ARTICLE XIII CONFLICT OF INTEREST

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

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

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

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

ARTICLE XIV REBATES, KICKBACKS OR OTHER UNLAWFUL CONSIDERATION

The CONSULTANT warrants that this AGREEMENT was not obtained or secured through rebates, kickbacks or other unlawful consideration either promised or paid to any LOCAL AGENCY employee. For breach or violation of this warranty, LOCAL AGENCY shall have the right, in its discretion, to terminate this AGREEMENT without liability, to pay only for the value of the work actually

performed, or to deduct from this AGREEMENT price or otherwise recover the full amount of such rebate, kickback or other unlawful consideration.

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

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

1. No State, Federal, or LOCAL AGENCY appropriated funds have been paid or will be paid, by or on behalf of the CONSULTANT, to any person for influencing or attempting to influence an officer or employee of any local, State, or Federal agency, a Member of the State Legislature or United States Congress, an officer or employee of the Legislature or Congress, or any employee of a Member of the Legislature or Congress in connection with the awarding or making of this AGREEMENT, or with the extension, continuation, renewal, amendment, or modification of this AGREEMENT.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this AGREEMENT, the CONSULTANT shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

B. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. §1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than ten thousand dollars (\$10,000) and not more than one hundred thousand dollars (\$100,000) for each such failure.

C. The CONSULTANT also agrees by signing this document that he or she shall require that the language of this certification be included in all lower tier subagreements, which exceed one hundred thousand dollars (\$100,000), and that all such subrecipients shall certify and disclose accordingly.

ARTICLE XVI NON-DISCRIMINATION CLAUSE AND STATEMENT OF COMPLIANCE

A. The CONSULTANT's signature affixed herein and dated shall constitute a certification under penalty of perjury under the laws of the State of California that the CONSULTANT has, unless exempt, complied with the nondiscrimination program requirements of Gov. Code §12990 and 2 CCR § 8103.

B. During the performance of this AGREEMENT, CONSULTANT and its subconsultants shall not deny the AGREEMENT's benefits to any person on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status, nor shall they unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status. CONSULTANT and subconsultants shall insure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment.

C. CONSULTANT and subconsultants shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code §12990 et seq.), the applicable regulations promulgated there under (2 CCR §11000 et seq.), the provisions of Gov. Code §§11135-11139.5, and the regulations or standards adopted by LOCAL AGENCY to implement such article. The applicable regulations of the Fair Employment and Housing Commission implementing Gov. Code §12990 (a-f), set forth 2 CCR §§8100-8504, are incorporated into this AGREEMENT by reference and made a part hereof as if set forth in full.

D. CONSULTANT shall permit access by representatives of the Department of Fair Employment and Housing and the LOCAL AGENCY upon reasonable notice at any time during the normal business hours, but in no case less than twenty-four (24) hours' notice, to such of its books, records, accounts, and all other sources of information and its facilities as said Department or LOCAL AGENCY shall require to ascertain compliance with this clause.

E. CONSULTANT and its subconsultants shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement.

F. CONSULTANT shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under this AGREEMENT.

G. The CONSULTANT, with regard to the work performed under this AGREEMENT, shall act in accordance with Title VI of the Civil Rights Act of 1964 (42 U.S.C. §2000d et seq.). Title VI provides that the recipients of federal assistance will implement and maintain a policy of nondiscrimination in which no person in the United States shall, on the basis of race, color, national origin, religion, sex, age, disability, be excluded from participation in, denied the benefits of or subject to discrimination under any program or

activity by the recipients of federal assistance or their assignees and successors in interest.

H. The CONSULTANT shall comply with regulations relative to non-discrimination in federally-assisted programs of the U.S. Department of Transportation (49 CFR Part 21 - Effectuation of Title VI of the Civil Rights Act of 1964). Specifically, the CONSULTANT shall not participate either directly or indirectly in the discrimination prohibited by 49 CFR §21.5, including employment practices and the selection and retention of Subconsultants.

ARTICLE XVII DEBARMENT AND SUSPENSION CERTIFICATION

A. The CONSULTANT's signature affixed herein shall constitute a certification under penalty of perjury under the laws of the State of California, that the CONSULTANT or any person associated therewith in the capacity of owner, partner, director, officer or manager:

1. Is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any federal agency;
2. Has not been suspended, debarred, voluntarily excluded, or determined ineligible by any federal agency within the past three (3) years;
3. Does not have a proposed debarment pending; and
4. Has not been indicted, convicted, or had a civil judgment rendered against it by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past three (3) years.

B. Any exceptions to this certification must be disclosed to LOCAL AGENCY. Exceptions will not necessarily result in denial of recommendation for award, but will be considered in determining responsibility. Disclosures must indicate the party to whom the exceptions apply, the initiating agency, and the dates of agency action.

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

ARTICLE XVIII [RESERVED]

ARTICLE XIX INSURANCE

A. During the term of this AGREEMENT, CONSULTANT shall at all times maintain, at its expense, the following coverages and requirements:

1. Minimum Scope of Insurance – Coverage shall be at least as broad as the latest version of the following:

- i. Commercial General Liability: Insurance Services Office form CG 000. The policy shall not contain any exclusions contrary to the Contract, including but not limited to endorsements or provisions limiting coverage for 1) Contractual liability such as ISO CG 24 26 or 21 29; or 2) cross liability or suits by one insured against another.
- ii. Automobile Liability: Insurance Services Office form CA 00 01, code 1- Any Auto or including Hired and Non-Owned vehicles.
- iii. Workers' Compensation and Employers' Liability: Workers' Compensation insurance as required by the State of California and Employers' Liability.
- iv. Professional Liability (Errors and Omissions) (If applicable, see below)

2. Minimum Limits (as applicable) - Insurance coverage shall be with limits not less than the following:

- i. Commercial General Liability – \$2,000,000/occurrence and \$4,000,000 annual aggregate or an aggregate of \$2,000,000 that applies separately to this project (ISO CG 25 03 or 25 04).
- ii. Automobile Liability – \$1,000,000 per accident for bodily injury and property damage
- iii. Professional Liability/Malpractice/Errors and Omissions – \$2,000,000 per occurrence and annual aggregate (If any engineer, architect, attorney, accountant, medical professional, psychologist, or other licensed professional performs work under a contract, or other professional contractors, such as computer and software designers the contractor must provide this insurance. If not, then this requirement automatically does not apply.)
- iv. Workers' Compensation – Statutory Limits/Employers' Liability - \$1,000,000/accident for bodily injury or disease (If no employees, this requirement automatically does not apply.)

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

3. Other Insurance Provisions

- i. **Additional Insured Status** - The County, its officers, agents, employees and volunteers shall be named as additional insured on the CGL policy with respect to liability arising out of work or operations performed by or in behalf of the CONSULTANT including, materials, parts, or equipment furnished in connection with such work or operations. Coverage can be provided in the form or an endorsement to the CONSULTANT's insurance (at least as broad as CG 20 10 11 85 or if not available, through the addition of both CG 20 37 and one of the following: CG 20 10, CG 20 26, or CG 20 33). [NOTE: Evidence of additional insured is needed as a separate endorsement or comparable policy language due to wording on the certificate negating any additional coverage listed writing in the description box.]
 - ii. **Primary Coverage** - CONSULTANT's policy shall be "primary and non-contributory" and will not seek contribution from the County's insurance or self-insurance and shall be at least as broad as CG 20 01 04 13.
 - iii. **Notice of Cancellation** - Each insurance policy required above shall provide that coverage shall not be cancelled, except with notice to the LOCAL AGENCY.
 - iv. **Waiver of Subrogation** - CONSULTANT hereby grants to the LOCAL AGENCY a waiver of any right to subrogation which any insurer of said CONSULTANT may acquire against the County by virtue of the payment or 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 LOCAL AGENCY has received a waiver of subrogation endorsement from the insurer.
4. The limits of Insurance required in this AGREEMENT may be satisfied by a combination of primary and umbrella or excess Insurance. Any umbrella or excess Insurance shall contain or be endorsed to contain a provision that such coverage shall also apply on a primary and noncontributory basis for the benefit of the County of Yolo (if agreed to in a written contract or agreement) before the LOCAL AGENCY's own Insurance or self-insurance shall be called upon to protect it as a named insured.
5. Said policies shall remain in force through the life of this AGREEMENT and, with the exception of professional liability coverage, shall be payable on a "per occurrence" basis unless the LOCAL AGENCY's Risk Manager specifically consents in writing to a "claims made" basis. For all "claims made" coverage, in the event that the CONSULTANT changes insurance carriers CONSULTANT shall purchase "tail" coverage covering the term of this AGREEMENT and not less than

- three years thereafter. Proof of such "tail" coverage shall be required at any time that the CONSULTANT changes to a new carrier prior to receipt of any payments due.
6. CONSULTANT shall declare all aggregate limits on the coverage before commencing performance of this AGREEMENT, and the LOCAL AGENCY's Risk Manager reserves the right to require higher aggregate limits to ensure that the coverage limits required for this AGREEMENT as set forth above are available throughout the performance of this AGREEMENT.
 7. Any deductibles or self-insured retentions must be declared to and are subject to the approval of the LOCAL AGENCY's Risk Manager. All self-insured retentions (SIR) must be disclosed to Risk Management for approval and shall not reduce the limits of liability. Policies containing any SIR provision shall provide or be endorsed to provide that the SIR may be satisfied either by the named Insured or the LOCAL AGENCY.
 8. Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:VII, unless otherwise approved by the LOCAL AGENCY's Risk Manager.
 9. The policies shall cover all activities of CONSULTANT, its officers, employees, agents and volunteers arising out of or in connection with this AGREEMENT.
 10. For any claims relating to this AGREEMENT, the CONSULTANT's insurance coverage shall be primary, including as respects the LOCAL AGENCY, its officers, agents, employees and volunteers. Any insurance maintained by the LOCAL AGENCY shall apply in excess of, and not contribute with, insurance provided by CONSULTANT's liability insurance policy.

B. Prior to commencing services pursuant to this AGREEMENT, CONSULTANT shall furnish the LOCAL AGENCY with original policies or endorsements reflecting coverage required by this AGREEMENT. The endorsements are to be signed by a person authorized by that insurer to bind coverage on its behalf. All endorsements are to be received by, and are subject to the approval of, the LOCAL AGENCY'S Risk Manager before work commences. Upon LOCAL AGENCY's request, CONSULTANT shall provide complete, certified copies of all required insurance policies, including endorsements reflecting the coverage required by these specifications.

C. During the term of this AGREEMENT, CONSULTANT shall furnish the LOCAL AGENCY with original endorsements reflecting renewals, changes in insurance companies and any other documents reflecting the maintenance of the required coverage throughout the entire term of this AGREEMENT. The endorsements are to be signed by a person authorized by that insurer to bind coverage on its behalf. Upon LOCAL AGENCY's request, CONSULTANT shall provide complete, certified copies of all required insurance policies, including

endorsements reflecting the coverage required by these specifications. LOCAL AGENCY reserves the right to obtain a full certified copy of any Insurance policy and endorsements. Failure to exercise this right shall not constitute a waiver of right to exercise later.

D. CONSULTANT agrees to include with all Subcontractors/subconsultants in their subcontract the same requirements and provisions of this AGREEMENT including the indemnity and Insurance requirements to the extent they apply to the scope of the Subcontractor's work. Subcontractors hired by CONSULTANT agree to be bound to CONSULTANT and the LOCAL AGENCY in the same manner and to the same extent as CONSULTANT is bound to the LOCAL AGENCY under this AGREEMENT, including Exhibits thereto. Subcontractor further agrees to include these same provisions with any Sub-subcontractor. A copy of the Owner Contract Document Indemnity and Insurance provisions will be furnished to the Subcontractor upon request. CONSULTANT shall require all Subcontractors to provide a valid certificate of insurance and the required endorsements included in the Contract prior to commencement of any work and CONSULTANT will provide proof of compliance to the LOCAL AGENCY. (Coverage can be provided in the form or an endorsement to the CONSULTANT's insurance (at least as broad as CG 20 38 for operations and CG 20 40 for completed operations).

E. CONSULTANT shall maintain insurance as required by this AGREEMENT to the fullest amount allowed by law and shall maintain insurance for a minimum of five years following the completion of this project. In the event CONSULTANT fails to obtain or maintain completed operations coverage as required by this AGREEMENT, the LOCAL AGENCY at its sole discretion may purchase the coverage required and the cost will be paid by CONSULTANT.

ARTICLE XX FUNDING REQUIREMENTS

A. It is mutually understood between the parties that this AGREEMENT may have been written before ascertaining the availability of funds or appropriation of funds, for the mutual benefit of both parties, in order to avoid program and fiscal delays that would occur if the AGREEMENT were executed after that determination was made.

B. This AGREEMENT is valid and enforceable only if sufficient funds are made available to LOCAL AGENCY for the purpose of this AGREEMENT. In addition, this AGREEMENT is subject to any additional restrictions, limitations, conditions, or any statute enacted by the Congress, State Legislature, or LOCAL AGENCY governing board that may affect the provisions, terms, or funding of this AGREEMENT in any manner.

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

D. LOCAL AGENCY has the option to terminate the AGREEMENT pursuant to Article VI Termination, or by mutual agreement to amend the AGREEMENT to reflect any reduction of funds.

ARTICLE XXI CHANGE IN TERMS

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

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

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

ARTICLE XXII CONTINGENT FEE

CONSULTANT warrants, by execution of this AGREEMENT that no person or selling agency has been employed, or retained, to solicit or secure this AGREEMENT upon an agreement or understanding, for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees, or bona fide established commercial or selling agencies maintained by CONSULTANT for the purpose of securing business. For breach or violation of this warranty, LOCAL AGENCY has the right to annul this AGREEMENT without liability; pay only for the value of the work actually performed, or in its discretion to deduct from the AGREEMENT price or consideration, or otherwise recover the full amount of such commission, percentage, brokerage, or contingent fee.

ARTICLE XXIII DISPUTES

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

A. Any dispute, other than audit, concerning a question of fact arising under this AGREEMENT that is not disposed of by agreement shall be decided by a committee consisting of LOCAL AGENCY's Contract Administrator and the Director of Public Works who may consider written or verbal information submitted by CONSULTANT.

B. Not later than thirty (30) calendar days after completion of all deliverables necessary to complete the plans, specifications and estimate.

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

ARTICLE XXIV INSPECTION OF WORK

CONSULTANT and any subconsultant shall permit LOCAL AGENCY, the State, and the FHWA if federal participating funds are used in this AGREEMENT; to review and inspect the project activities and files at all reasonable times during the performance period of this AGREEMENT.

ARTICLE XXV SAFETY

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

B. Pursuant to the authority contained in Vehicle Code §591, LOCAL AGENCY has determined that such areas are within the limits of the project and are open to public traffic. CONSULTANT shall comply with all of the requirements set forth in Divisions 11, 12, 13, 14, and 15 of the Vehicle Code. CONSULTANT shall take all reasonably necessary precautions for safe operation of its vehicles and the protection of the traveling public from injury and damage from such vehicles. Consultation or testimony will be reimbursed at the same rates, including travel costs that are being paid for CONSULTANT's personnel services under this AGREEMENT.

C. Any subcontract entered into as a result of this AGREEMENT, shall contain all of the provisions of this Article.

ARTICLE XXVI OWNERSHIP OF DATA

A. It is mutually agreed that all materials prepared by CONSULTANT under this AGREEMENT shall become the property of LOCAL AGENCY, and CONSULTANT shall have no property right therein whatsoever. Immediately upon termination, LOCAL AGENCY shall be entitled to, and CONSULTANT shall deliver to LOCAL AGENCY, reports, investigations, appraisals, inventories, studies, analyses, drawings and data estimates performed to that date, whether completed or not, and other such materials as may have been prepared or accumulated to date by CONSULTANT in performing this AGREEMENT which is not CONSULTANT's privileged information, as defined by

law, or CONSULTANT's personnel information, along with all other property belonging exclusively to LOCAL AGENCY which is in CONSULTANT's possession. Publication of the information derived from work performed or data obtained in connection with services rendered under this AGREEMENT must be approved in writing by LOCAL AGENCY.

B. Additionally, it is agreed that the Parties intend this to be an AGREEMENT for services and each considers the products and results of the services to be rendered by CONSULTANT hereunder to be work made for hire. CONSULTANT acknowledges and agrees that the work (and all rights therein, including, without limitation, copyright) belongs to and shall be the sole and exclusive property of LOCAL AGENCY without restriction or limitation upon its use or dissemination by LOCAL AGENCY.

C. Nothing herein shall constitute or be construed to be any representation by CONSULTANT that the work product is suitable in any way for any other project except the one detailed in this Contract. Any reuse by LOCAL AGENCY for another project or project location shall be at LOCAL AGENCY's sole risk.

D. Applicable patent rights provisions regarding rights to inventions shall be included in the contracts as appropriate (48 CFR 27 Subpart 27.3 - Patent Rights under Government Contracts for federal-aid contracts).

E. LOCAL AGENCY may permit copyrighting reports or other agreement products. If copyrights are permitted; the AGREEMENT shall provide that the FHWA shall have the royalty-free nonexclusive and irrevocable right to reproduce, publish, or otherwise use; and to authorize others to use, the work for government purposes.

ARTICLE XXVII CLAIMS FILED BY LOCAL AGENCY'S CONSTRUCTION CONTRACTOR

A. If claims are filed by LOCAL AGENCY's construction contractor relating to work performed by CONSULTANT's personnel, and additional information or assistance from CONSULTANT's personnel is required in order to evaluate or defend against such claims; CONSULTANT agrees to make its personnel available for consultation with LOCAL AGENCY'S construction contract administration and legal staff and for testimony, if necessary, at depositions and at trial or arbitration proceedings.

B. CONSULTANT's personnel that LOCAL AGENCY considers essential to assist in defending against construction contractor claims will be made available on reasonable notice from LOCAL AGENCY. Consultation or testimony will be reimbursed at the same rates, including travel costs that are being paid for CONSULTANT's personnel services under this AGREEMENT.

C. Services of CONSULTANT's personnel in connection with LOCAL AGENCY's construction contractor claims will be performed pursuant to a

written contract amendment, if necessary, extending the termination date of this AGREEMENT in order to resolve the construction claims.

ARTICLE XXVIII CONFIDENTIALITY OF DATA

- A. All financial, statistical, personal, technical, or other data and information relative to LOCAL AGENCY's operations, which are designated confidential by LOCAL AGENCY and made available to CONSULTANT in order to carry out this AGREEMENT, shall be protected by CONSULTANT from unauthorized use and disclosure.
- B. Permission to disclose information on one occasion, or public hearing held by LOCAL AGENCY relating to the AGREEMENT, shall not authorize CONSULTANT to further disclose such information, or disseminate the same on any other occasion.
- C. CONSULTANT shall not comment publicly to the press or any other media regarding the AGREEMENT or LOCAL AGENCY's actions on the same, except to LOCAL AGENCY's staff, CONSULTANT's own personnel involved in the performance of this AGREEMENT, at public hearings, or in response to questions from a Legislative committee.
- D. CONSULTANT shall not issue any news release or public relations item of any nature, whatsoever, regarding work performed or to be performed under this AGREEMENT without prior review of the contents thereof by LOCAL AGENCY, and receipt of LOCAL AGENCY'S written permission.
- E. Any subcontract entered into as a result of this AGREEMENT shall contain all of the provisions of this Article.
- F. All information related to the construction estimate is confidential, and shall not be disclosed by CONSULTANT to any entity, other than LOCAL AGENCY, Caltrans, and/or FHWA. All of the materials prepared or assembled by CONSULTANT pursuant to performance of this Contract are confidential and CONSULTANT agrees that they shall not be made available to any individual or organization without the prior written approval of LOCAL AGENCY or except by court order. If CONSULTANT or any of its officers, employees, or subcontractors does voluntarily provide information in violation of this Contract, LOCAL AGENCY has the right to reimbursement and indemnity from CONSULTANT for any damages caused by CONSULTANT releasing the information, including, but not limited to, LOCAL AGENCY's attorney's fees and disbursements, including without limitation experts' fees and disbursements.

ARTICLE XXIX NATIONAL LABOR RELATIONS BOARD CERTIFICATION

In accordance with Public Contract Code §10296, CONSULTANT hereby states under penalty of perjury that no more than one final unappealable finding of

contempt of court by a federal court has been issued against CONSULTANT within the immediately preceding two-year period, because of CONSULTANT's failure to comply with an order of a federal court that orders CONSULTANT to comply with an order of the National Labor Relations Board.

ARTICLE XXX EVALUATION OF CONSULTANT

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

ARTICLE XXXI PROMPT PAYMENT

A. PROMPT PAYMENT FROM LOCAL AGENCY TO CONSULTANT

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

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

ARTICLE XXXII TITLE VI ASSURANCES

The U.S. Department of Transportation Order No.1050.2A requires all federal-aid Department of Transportation contracts between an agency and a consultant to contain Appendices A and E of the Title VI Assurances. During the performance of this AGREEMENT, the CONSULTANT, for itself, its assignees, and successors in interest agrees to comply with the nondiscrimination statutes and additional authorities and requirements described in Appendices A and E of the Title VI Assurances (US DOT Order 1050.2A), attached to this Agreement as Exhibit E.

ARTICLE XXXIII NOTIFICATION

All notices hereunder and communications regarding interpretation of the terms of this AGREEMENT and changes thereto, shall be effected by the mailing thereof by registered or certified mail, return receipt requested, postage prepaid, and addressed as follows:

CONSULTANT:

MARK THOMAS & COMPANY, INC

Michael J. Scott, Project Manager

516 Gibson Drive, Suite 230
Roseville, CA 95678

LOCAL AGENCY:

YOLO COUNTY COMMUNITY SERVICES DEPARTMENT
PUBLIC WORKS DIVISION

Mark Christison, Contract Administrator
292 W Beamer Street
Woodland, CA 95695


ARTICLE XXXIV CONTRACT

This AGREEMENT constitutes the entire AGREEMENT which is made and concluded in duplicate between the two parties. Both of these parties for and in consideration of the payments to be made, conditions mentioned, and work to be performed; each agree to diligently perform in accordance with the terms and conditions of this AGREEMENT as evidenced by the signatures below.

ARTICLE XXXV SIGNATURES

IN WITNESS WHEREOF, the parties have executed this AGREEMENT as of the day and year first set forth above.

CONTRACTOR

By 
Matt Brogan
Executive Vice President

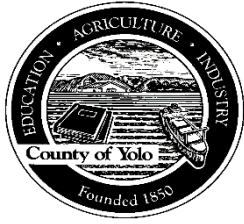
COUNTY OF YOLO

By _____
Todd N. Riddiough, PE
Director of Public Works
Community Services Department

Approved as to Form:
Philip J. Pogledich, County Counsel


Kimberly E. Hood, Chief Assistant County
Counsel

EXHIBIT A
REQUEST FOR PROPOSALS
EXCERPTS



COUNTY OF YOLO

Procurement Division

Notice of Request for Proposals (RFP)
For
Interested Firms in Providing Construction Management Services
for the County Road 41 (Rumsey) Bridge Over Cache Creek
Replacement Project

Bid #: RFP-2025-0038
Issue Date: October 6, 2025

**RFP AMENDED 10/15/25
TO REMOVE DBE REQUIREMENTS**

Proposal Responses Due:
November 3, 2025
2:00pm PST

Issued on behalf of:
Yolo County
Community Services Department
292 W. Beamer St.
Woodland, CA 95695

RFP Coordinator: Hiren Desai
(859) 420-6760
Hiren.Desai@bluebloodconsulting.com

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IV. TERMS AND CONDITIONS.....	20
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INCLUDED WITH THIS RFP (PAGES 28-END)

Exhibits:

- Exhibit A Proposal Transmittal Letter
- Exhibit B Approach to Work
- Exhibit C Specialized Experience and Qualifications
- Exhibit D Project Team
- Exhibit E Familiarity with State and Federal Procedures
- Exhibit F References
- Exhibit G Signature Page (County Supplied)
- Exhibit H Certification of Exception to RFP Documents (County Supplied)
- Exhibit I Disclosure of Lobbying Activities (Exhibit 10-Q)
- Exhibit J Non-Collusion/Non-Conflict of Interest Statement (County Supplied)
- Exhibit K Certification of Indirect Costs and Financial Management System
- Exhibit L California Safe Harbor Indirect Cost Rate Program Form
- Exhibit M Cost Proposal (Exhibit 10-H1) **(DO NOT SUBMIT WITH PROPOSAL) Will be requested from highest ranked vendor later.**

Attachments:

- Attachment 1 Sample Consultant Agreement
- Attachment 2 Appendices A and E of the Title VI Assurances

OTHER DOCUMENTS INCLUDED IN BEACON:

- Final Design Hydraulic Study
- NEPA CE

- NEPA CE Revalidation
- ISMND
- Final ISA
- Final NES
- 100% Special Provisions (Version Submitted to Caltrans for RFA CON)
- 100% Plans (Version Submitted to Caltrans for RFA CON)

I. INTRODUCTION

A. STATEMENT OF PURPOSE

The Public Works Division of the Department of Community Services is soliciting Request for Proposals (RFP) from qualified firms to perform Construction Management Services for the County of Yolo in California. Proposers must comply with the instructions found in this RFP.

The purpose of the project is to provide Construction Management Services for the County Road (CR) 41 Bridge Over Cache Creek Replacement Project also known as the Rumsey Bridge Project (Project).

Proposers who submit a response to this RFP must have the ability to meet the requirements, including the terms and conditions contained in this RFP.

B. SYNONYMOUS TERMS

As used throughout this proposal and its attachments, the following terms are synonymous:

1.
 - a. Supplier, Vendor, Contractor
 - b. Purchase Order, Contract, Agreement
 - c. Services, Work, Scope, and Project
 - d. Bidder, Offeror, Proposer

2. "The County" refers to the County of Yolo, California.

C. SCOPE OF SERVICES

1) GENERAL DESCRIPTION

The County of Yolo encompasses approximately 1,021 square miles. It includes the cities of Davis, Woodland, West Sacramento and Winters as well as the University of California Davis. The population of the County is approximately 216,400 but only 25,570 residents living in the unincorporated County.

The Yolo County Department of Community Services is responsible for construction, operation and maintenance of 757 centerline miles of road, and 147 bridges. The road network carries a mixture of local and through commute, aggregate resource trucking, farm equipment movement, and farm to market traffic.

The mission of the Department of Community Services is to preserve, enhance and promote quality of life and public safety through the responsible development of reliable and sustainable infrastructure and services. In keeping with this mission, this contract will maintain a safe, efficient, and fiscally manageable county road system.

2) PROJECT BACKGROUND

Caltrans Bridge Number 22C-0003 spans over Cache Creek on CR 41 located near the town of Rumsey off State Route 16 (SR 16). The existing bridge structure built in 1930 and lengthened in 1949 is 311-ft long, 20.5-ft wide and has a two concrete tied-arch spans and two additional cast-in-place concrete T-girder spans. The County proposes replacing the existing structurally deficient bridge with a new bridge located west of the existing bridge along a new upstream alignment. The roadway would also be oriented along a new bearing relative to the original alignment so that the new road intersections SR 16 at a perpendicular angle. The replacement structure (new Caltrans Bridge Number 22C-0195) will be a 400-ft long, 28-ft wide three span cast-in-place prestressed concrete superstructure supported on two concrete seat type abutments founded on drilled piles. The pier supports will be found on large diameter cast-in-drilled-hole concrete piles.

The County is seeking a full-service construction management or engineering firm to perform construction management services for the Project as described in the scope of work under Task 1 through Task 4. The County will designate a full-time County project manager who will have administrative control of the Project.

The Division is requesting proposers prepare a detailed description of their approach to construction management services. The project is funded with federal funds through the Highway Bridge Program (HBP).

Proposers are encouraged to propose alternatives and additional details to the scope of work that would provide a more efficient way to provide the services requested.

3) GENERAL REQUIREMENTS

Civil Engineering Firms (hereinafter referred to as Consultant) are requested to submit Proposals for Construction Management of the County Road (CR) 41 Bridge Over Cache Creek Replacement Project and other related services requested by the County Contract Manager.

The County proposes to contract for these services for the duration of three years, approximately between **January 2026 through December 2028**. However, the Agreement may be terminated, for any reason, by either party by giving written notice to the other party at least thirty (30) calendar days in advance of the effective date of the termination. The Director of Public Works or designee will be the County Contract Manager (CCM).

The successful Proposer must demonstrate that it satisfactory meets the following requirements:

- Be licensed in California as a Professional Civil Engineer or Structural Engineer.
- Have field experience managing and inspecting construction contracts for wet condition cast in drilled hole (CIDH) foundations and cast-in-place, reinforced concrete slab bridges.
- Possess Caltrans certifications for laboratory tests required for Quality Assurance Testing.
- The ability to meet the minimum insurance requirements detailed in the attached Sample Agreement (Attachment 1).
- The ability to execute the attached Sample Agreement.

The final Agreement will incorporate the Proposer's scope of services, responsibilities, and deliverables.

Proposers shall include a list of all requested changes to the Sample Agreement in their initial Proposal. The County reserves the right to accept or reject any requested changes. Without good cause presented by a proposer, the County will not accept any requested changes not included in the Proposal (See attached Exceptions Document Exhibit "H")

Requirements for Developing Scope and Cost for Construction Management Services:

- a. All work under these tasks shall be performed in accordance with the directives given by the Director of Public Works.
- b. The County Contract Manager shall confer with the Consultant and negotiate the maximum fee, for the specific project, and establish the completion date. The maximum fee shall be based upon the hourly rates set forth in the Agreement and shall include all expenses. Both parties shall agree to the maximum fee and completion date in writing. In no event shall the completion date extend beyond the agreed-upon completion date. Work shall not start until the scope of work and maximum fee have been approved by the Consultant and the Director of Public Works, or designee.

- c. All work shall be done in accordance with the requirements of the contract.

The contract administrator for this project will be Mark Christison, or as appointed by the CCM, once the Contractor has been selected. All correspondence must go through the RFP coordinator, through the Beacon website: <https://www.beaconbid.com/solicitations/yolo-county/open>.

At no point during this solicitation is Mark Christison, or any County employee other than the RFP coordinator or the County's Procurement Division, to be contacted or the Contractor may be eliminated from the process.

4) VENDOR MINIMUM REQUIREMENTS:

To be considered for this work, the consultant must have a valid license as a California Professional Civil Engineer.

5) DELIVERABLE / REPORTS:

The tasks identified at this time are described below. General descriptions of the scope of work for these tasks follow.

For Task 1 and Task 2 the Consultant shall assign a civil engineer or structural engineer licensed in the State of California, who has at least ten years of experience in bridge design and bridge inspection, to provide technical support to the county, fulfill the role of Structures Representative, and perform bridge inspections on a daily basis as required by the contractor's schedule.

The Consultant is expected to retain, and make available at any time, key personnel in responsible charge of work for this project. Reassignment or substitution of any key members of the designated project team will require prior approval by the County once the contract is awarded.

Task 1

Task 1 includes providing a Structures Representative to inspect, document and field test materials to ensure that the Contractor constructs the piles in accordance with the project plans and specifications. and providing necessary personnel to inspect, document, and providing field testing of materials for the cast in drilled hole (CIDH) pile construction. For the purposes of this task, the work includes that portion of the construction project up to completion of cast in drilled hole (CIDH) piles, to the pile cut-off elevations shown on the plans.

The professional services provided shall comply with best industry construction practices as described in the Caltrans Local Assistance Procedures Manual, Chapter 16, the Caltrans Construction Manual, the Caltrans Bridge Construction Records and Procedures Manual and the Caltrans Foundation Manual.

Responsibilities of the Consultant under Task 1:

- Review Contractor's submittals or resubmittals and coordinate technical submittal review with design engineer, including concrete mix design submittals, CIDH placement plans, reinforcing steel shop drawing submittals, reinforcement splicing submittals, contractor's schedule,

trenching and shoring plans and calculations, and mitigation plans for CIDH repair, if required.

- Provide quality assurance surveying as needed to verify contractor's pile layout and elevations before drilling/driving.
- Plan, prepare, and record a numbering system for piles in each footing using Form DH-0S C80, "Pile Layout Sheet" or equivalent from the *Bridge Construction Records and Procedures Manual*.
- Verify that the pile cutoffs proposed by the contractor are permissible and performed in accordance with the *Bridge Construction Records and Procedures Manual*.
- The proposer shall provide and/ or sub-contract a geotechnical engineer to observe CIDH pile drilling.
- Obtain concurrence from the designer for such potential changes to piling as layout, pre-drill depth, pile length, pile diameter, reinforcement, and pile tip and top elevations.

For CIDH Piles:

- Use Form DC-SC78A, "Pile Quantity and Driving Record (CIDH Piles)" or equivalent to document the construction of each pile.
- Ensure that depth, diameter, and quality of drilled holes conform to the contract requirements before placing concrete.
- Provide acceptance testing of the piling in coordination with the contractor in accordance with the specifications. See Task 3.
- Review the contractor's slurry placing plan and mitigation plan in accordance with the specifications, ensure that the contractor conducts operations in accordance with the plans.

Typical duties of the Consultant to be performed for the duration of construction under both Task 1 and Task 2 include but are not limited to the following:

- Perform the duties of a full time Structures Representative to ensure the work is constructed in accordance with the plans and specifications, and Cal-OSHA safety orders.
- Perform field inspection of all items of work; to ensure the work is constructed in accordance with the plans and specifications.
- Identify actual and potential problems associated with the construction project and coordinate consultations with the design engineer and County's project manager to implement engineering solutions.
- Ensure compliance with "Buy America" contract requirements.

- Based on the contract testing requirements and materials quantities in the engineer's estimate develop a quality assurance testing plan and provide testing lab services perform materials testing. Depending on the contractor's schedule, plan materials-testing frequencies, timing, and resources. Coordinate material tests with the frequencies specified in the *Standard Specifications*, contract special provisions, and the *Construction Manual*. *Ensure that quality assurance testing meets the minimum requirements of the County's Quality Assurance Plan approved by Caltrans.*
- Verify that all material/soils testers and laboratories are certified by Caltrans. Maintain records of certifications in the project files.
- Review the Contractor's requests for information or clarification of the project specifications and plans. Coordinate such review with the design engineer and the County.
- Prepare daily engineers and inspectors reports.
- Evaluate cost reduction incentive proposals and provide recommendations to the County's project manager for acceptance or denial.
- Assist the County with claims or disputes between the Contractor and County.
- Make recommendations concerning field problems and work in progress.
- Prepare all correspondence related to task activities including correspondence with contractor, design engineer and the County.
- Analyze contract claims and recommend actions.
- Maintain project files and construction records.
- Maintain a set of as-built plans as construction progresses that show all the changes to date.
- Prepare materials certifications, report of completion of structures, and record drawings.

On days when work is not performed by the construction contractor, inspection services shall not be performed unless authorized by the County.

Task 2

Task 2 includes providing a Structures Representative to inspect, document and field test materials to ensure that the Contractor constructs the bridge substructure in accordance with the project plans and specifications., except the bridge piling as described in Task 1, and the bridge superstructure, and providing necessary personnel to inspect, document, and perform field testing of materials for this work.

The professional services shall comply with best industry construction practices as described in the Caltrans Local Assistance Procedures Manual, Chapter 16, the Caltrans Construction Manual, the Caltrans Bridge Construction Records and Procedures Manual, the Caltrans Falsework Manual, the Caltrans Prestress Manual, the Caltrans Trenching and Shoring Manual and the Caltrans Bridge Deck Construction Manual.

Responsibilities of the Consultant under Task 2:

- Perform field inspection of specific items of work related to the superstructure, abutments, retaining walls, roadway approaches, columns, including falsework, reinforcing, concrete placement, etc. to ensure the work is constructed in accordance with the plans and specifications.
- Review contractor's submittals or resubmittals and coordinate technical submittal review with design engineer, including submittals for concrete mix design submittals (columns, abutments and superstructure), reinforcing steel submittals, reinforcement splicing submittals, false work, contractor's schedule, joint seal assemblies, and bridge demolition.
- Perform quality assurance surveys to verify contractor's lines and grades for bridge deck falsework, abutments, columns, soffits, and deck.
- Review and approve welding quality control plans for all welding on permanent structure elements such as bar reinforcing, column casings and structural steel.
- Ensure that the contractor has designated a quality-control manager and fully implements requirements of the quality control plans.
- Cross-check and verify that the quantities of steel planned, delivered, and incorporated match the certificates of compliance provided by the contractor.
- Ensure that bar-reinforcing steel is the correct grade and ASTM designation, and is placed in accordance with contract plans and specifications.
- Perform an independent check of the contractor's falsework design submittal. The check must include independent engineering verification and calculation of falsework loads and stresses in the falsework members. The consultant shall prepare a Caltrans-type standard letter for the County's signature in accordance with the Caltrans Falsework Manual, Section 2-4.04. The check calculations will only be submitted to the County.
- Perform an independent engineering review of and approve the contractor's guying plans before erecting column cages or column forms.
- The Consultant shall manage the health, safety and environmental activities of its staff and the staff of its subcontractors to achieve compliance with applicable health and safety laws and regulations. The Consultant shall coordinate its health, safety and environmental program with the responsibilities for health, safety and environmental compliance specified in the contract for construction. The Consultant shall coordinate with

responsible parties to correct conditions that do not meet applicable federal, state and local occupational safety and health laws and regulations. The Consultant shall notify affected personnel of any site conditions posing an imminent danger to them which the Consultant observes.

- Require the contractor to demonstrate that the bridge-deck finishing machine and other finishing equipment will provide a deck that conforms to the required finish grades. To accomplish this, require the contractor to move the finishing equipment over the entire deck for each setup before placement of concrete.
- Review and approve the Stormwater Pollution Prevention Plan, be familiar with permits for the project, and ensure that provisions applicable to bridge-deck pouring, curing, and concrete washout are complied with.
- Ensure that the contractor cures bridge deck concrete as required by *Standard Specifications* and project special provisions.
- Review and approve the contractor's demolition plan prior to the beginning of any demolition or removal work. Monitor the contractor's operations to ensure that demolition or bridge removal is conducted in accordance with the approved demolition plan.
- At the project completion, prepare as-built plans and submit a letter to the County certifying that all materials incorporated into the structures comply with the contract. A certification statement and structure representative signature are required to validate this letter. The Consultant shall maintain a hand marked set of the construction plans for the purpose of creating electronic as-builts.

Task 3

The Proposer shall provide and/ or sub-contract for all quality assurance testing services required for the project, including:

1. Gamma-Gamma Logging (GGL) services to detect anomalies in CIDH piles.
2. Crosshole Sonic Logging (CSL) services to further define the nature and extent of detected anomalies. If CSL services are needed, the County will request them in writing.
3. Quality assurance testing of soils, concrete, and HMA materials.
4. Quality assurance testing of welding.

The detailed description of the experience of the suppliers of these services, along with the cost for each kind of testing shall be included in the consultant's proposal. All testers and laboratories shall be certified by Caltrans.

Task 4

As requested by the County, provide on-call engineering/inspection services related to bridge construction activities beyond those in Task 1 and 2. The

County will provide 48 hours advance notice if the consultants' services are required under this task.

Prior to the commencement of any work under Tasks 4, the County Contract Manager (CCM) shall request services in writing. Each item of work will be assigned a County work order number. Consultant shall prepare a cost estimate on the County Work Proposal Form (Attachment 2) of the specific work requested, including all necessary tasks and sub-tasks, and provide an estimated completion date. The County Contract Manager shall confer with the Consultant and negotiate the maximum fee, for the specific work, and establish the completion date. The maximum fee shall be based upon the hourly rates set forth in the Agreement and shall include all expenses. Both parties shall agree to the maximum fee and completion date in writing. In no event shall the completion date extend beyond the agreed-upon completion date. Work shall not start until the scope of work and maximum fee have been approved by the Consultant and the Director of Public Works, or designee.

DUTIES AND RESPONSIBILITIES OF THE COUNTY

The County will designate a County Project Manager who will have administrative control of the project. The County will provide the following during construction of this project: construction contract management; preparation of quantity estimates, pay estimates and negotiation of contract change orders; ensure compliance with labor, equal employment opportunity, and Disadvantaged Business Enterprise requirements; ensure compliance with all State and federal permits issued for the project.

ESTIMATED CONSTRUCTION SCHEDULE

Construction Schedule

Bids open:	March 11, 2026 (estimated)
Award of Contract	April-May, 2026 (estimated)
Start Construction:	The construction schedule for the project will depend on the contractor's progress, weather, and other conditions.
In-Channel Work:	April 1- November 1 (estimated)
Working Days Allowed:	270

6) AVAILABLE DOCUMENTS: The following documents are made available on: <https://www.beaconbid.com/solicitations/yolo-county/open> under the "Details" tab for the project.

- Final Design Hydraulic Study
- NEPA CE
- NEPA CE Revalidation
- ISMND
- Final ISA
- Final NES
- 100% Special Provisions (Version Submitted to Caltrans for RFA CON)
- 100% Plans (Version Submitted to Caltrans for RFA CON)

7) CONFLICT OF INTEREST: The consultant must not be an employee or subcontractor of the construction contractor.

8) AWARDED CONTRACTOR REQUIREMENT:

A. The successful Awarded contractor must supply all insurance requirements as required in Attachment 1 – Sample Consultant Agreement.

B. CONTRACT TERM:

The contract term will be three (3) years. Contractor agrees to provide awarded items and/or services as specified in the RFP document for a period of three (3) years.

Hourly rates shall remain firm for the initial one (1) year. See Section IV. Paragraph I (“Price Escalation”) of this RFP for additional information on how rates may be adjusted after the initial year.

C. PROPOSAL DEADLINE

Proposals shall be submitted no later than the Proposal Deadline time and date detailed in the Section II, RFP Schedule of Events. Proposers shall respond to the written RFP and any exhibits, attachments, or amendments. A Proposer's failure to submit a proposal as required before the deadline shall cause the proposal to be disqualified. Late proposals shall not be accepted nor shall additional time be granted to any potential Proposer.

D. SUBMITTING PROPOSALS

The required method of submitting your proposal is electronically through Beacon Bid’s platform at <https://www.beaconbid.com/solicitations/yolo-county/open>.

It is the sole responsibility of the Proposer to ensure their proposal reaches Beacon before the closing date and time. If you have any questions regarding the submittal of this proposal, please contact Beacon at 1 (888) 402-2231 or suppliersupport@beaconbid.com, for vendor support.

Late proposals shall not be accepted nor shall additional time be granted to any potential Bidder/Offeror.

E. ADDENDA

Any additional information not included in this solicitation which the County finds necessary and material to respond to the RFP will be posted as an addendum on Beacon. Answers to questions submitted through Beacon shall be considered addenda to the solicitation documents.

IV. TERMS AND CONDITIONS

A. QUALIFICATIONS/INSPECTION

Proposals will only be considered from firms normally engaged in providing the types of commodities/services specified herein. The County reserves the right to inspect the Proposer's facilities, equipment, personnel, and organization at any time, or take any other action necessary to determine Proposer's ability to perform. The RFP Coordinator reserves the right to reject proposals where evidence or evaluation is determined to indicate inability to perform.

B. NON-WAIVER

The County's failure to address errors or omissions in the proposals shall not constitute a waiver of any requirement of this RFP by the County.

C. FEDERAL, STATE, AND LOCAL LAWS

The successful proposer must operate in conformity with all applicable, federal, state, and local laws, ordinances, orders, rules, and regulations pertaining to work. It is the responsibility of the awarded proposer to ensure that all permits and/or licenses required for operation are valid and current. Failure to comply with this provision may be cause to cancel any contract awarded, and award will be made to the next lowest, responsive, responsible proposer.

D. GOVERNING LAW

If an award is made, the contract will be made in the County of Yolo and shall be governed and construed in accordance with the laws of the State of California. Any action relating to the Contract shall be instituted and prosecuted in the courts of Yolo County, California.

E. NON-DISCRIMINATION

There shall be no discrimination as to race, sex, color, creed, age or national origin in the operations conducted under any resulting contract.

F. PUBLIC AGENCY

It is intended that other public agencies (i.e., city, special district, public authority, public agency and other political subdivisions of the State of California) shall have the option to participate in any agreement created as a result of this RFP with the same terms and conditions specified, including pricing. The County shall incur no financial responsibility in connection with a purchase order from another public agency. The public agency shall accept sole responsibility for placing orders and making payment to the vendor.

G. ADDITIONAL PURCHASES

Following the award, the County may dispense with separate bidding for additional purchases of like item(s) from the successful Proposer within a twelve (12) month period from the initial purchase date provided that the Vendor agrees to provide the like item(s) at the same discounted price and under the same terms and conditions as the previous award.

H. EXTENSIONS

The County reserves the right to extend any contract past the end term date upon mutual agreement and under the same pricing, terms and conditions for continual

service and supplies while a new contract is being solicited, evaluated and/or awarded for a period not to exceed six (6) months.

I. PRICE ESCALATION

In no event, will Consultant be reimbursed for overhead costs at a rate that exceeds Local Agency's approved overhead rate set forth in the Cost Proposal.

Starting the first of the month following the one-year anniversary of the BOS approval of agreement and annually thereafter, during each subsequent year of the term, the Initial Hourly Rates shown in Exhibit M (Professional Labor Rates, Caltrans Exhibit 10-H1) may be adjusted, as agreed to in writing by the Director of Public Works, Department of Community Services. In no case shall the direct hourly rates increase by more than the percent change increase shown on Exhibit M (Caltrans Exhibit 10-H1, Proposed Escalation rate), **X%**. Consultant shall request such annual adjustment by Month 1, (put in one month before anniversary) and shall provide payroll records to Local Agency along with any request made for hourly rate adjustments, to demonstrate that direct labor costs have increased by the proposed adjustment.

J. INVOICES AND PAYMENT TERMS

Invoices are to be mailed to the County department(s) specified on the resulting purchase order, blanket purchase order or contract. All invoices must include the purchase order number, blanket purchase order number, or contract number, product description and reference to back ordered items. Failure to comply may result in delayed payments.

The County will make payment on a Net 30-day basis unless a cash discount of one-half percent (1/2%) or greater, which amounts to \$2.50 or more, is allowed for payment within not less than twenty (20) days. The payment term shall begin on the date the merchandise is inspected, delivered and accepted by the County, or on the date a correct invoice is received in the office specified in the order, whichever is later. Prompt payment discounts shall be considered earned if payment is postmarked or personally delivered within the prescribed term. The beginning date described above shall be considered day zero for the purposes of counting days in the prescribed term.

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

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

K. FORCE MAJEURE

Consultant and County agree that neither the County nor Consultant shall be responsible for delays or failures in performance resulting from acts beyond the control of either party. Such acts shall include, but not be limited to acts of God, strikes, lockouts, riots, acts of war, epidemics, governmental regulations imposed after this Agreement was executed, fire, communication line failures, earthquakes, or other disasters.

L. COMPLIANCE

Late, incomplete, incorrect deliveries or excessive backorders will be documented, and performance evaluated when considering contract continuation or extension. Inaccurate or erroneous billing will also be documented and monitored for the purpose of evaluating performance when considering continuation or extension of contract. Failure to meet quoted delivery timeframes, or inaccurate or erroneous invoices (as determined by the Purchasing Department) may be cause for the County to cancel the balance of the awarded purchase order and award will be made to the next lowest proposer. Failure to receive County concurrence for substitutions or alternates will be documented and considered when evaluating continuation or extension of contract.

M. DEFAULT

In case of default by the awarded proposer, the County may procure the goods or services from another source and may recover the loss occasioned thereby from any unpaid balance due the selected proposer, or by any other legal means available to the County. The County may also ban selected proposer up to two years from future solicitations for default.

N. TERMINATION FOR CONVENIENCE

The County reserves the right, in its best interest as determined by the County, to cancel any contract by giving written notice to the Contractor thirty (30) days prior to the effective date of such cancellation.

O. CANCELLATION FOR UNAPPROPRIATED FUNDS

The obligation of the County for payment to a Contractor is limited to the availability of funds appropriated in a current fiscal period, and continuation of the contract into a subsequent fiscal period is subject to appropriation of funds, unless otherwise authorized by law.

P. ASSIGNMENT/TRANSFER/SUBCONTRACTING

Awarded Contractor shall not assign, transfer, or subcontract any portion of the contract without the express written consent of the department. Any award issued pursuant to this RFP, and the monies, which may become due hereunder, are not assignable without the prior written approval of the County.

Q. F.O.B. POINT

All prices quoted shall be F.O.B destination, freight prepaid (proposer pays and bears freight charges, proposer owns goods in transit and files any claims), excluding sales tax. The County is exempt from Federal Excise and Transportation taxes.

R. PROTESTS

The County encourages Suppliers to resolve issues regarding requirements or the procurement process through written correspondence and discussions. The County

EXHIBIT B
MARK THOMAS PROPOSAL



Proposal

CONSTRUCTION MANAGEMENT SERVICES FOR THE COUNTY ROAD 41 (RUMSEY) BRIDGE OVER CACHE CREEK REPLACEMENT PROJECT

RFP-2025-0038

PREPARED FOR:

Yolo County
November 3, 2025



MARK THOMAS



MARK THOMAS

EXHIBIT A

PROPOSAL TRANSMITTAL LETTER

November 3, 2025

Hiren Desai
Yolo County
Community Services Department
292 W. Beamer St.
Woodland, CA 95695

RE: Construction Management Services for the County Road (CR) 41 Bridge Over Cache Creek Replacement Project

Dear Mr. Desai:

The County of Yolo (County) is seeking a full-service construction management/engineering firm to provide construction management services for a new replacement structure and demolition of the existing CR 41 bridge over Cache Creek in Rumsey.

The proposed replacement, designated as Caltrans Bridge Number 22C-0195, which crosses Cache Creek on CR 41 near the town of Rumsey off SR, consists of a structure originally constructed in 1930 and was extended in 1949. The bridge is 311 feet in length, 20.5 feet wide, and has two concrete tied-arch spans along with two cast-in-place concrete T-girder spans. Due to its structural deficiencies, the County proposes to replace the existing bridge with a new structure located to the west along an upstream alignment. The roadway will be realigned so that the new intersection with SR 16 meets at a perpendicular angle. The proposed replacement will feature a three-span, cast-in-place, prestressed concrete superstructure measuring 400 feet in length and 28 feet in width. This structure will be supported by two seat-type abutments founded on 48" cast-in-drilled hole (CIDH) piles, with pier supports bearing on 84" CIDH piles. The project also proposed to demolish the existing CR 41 bridge after opening of the newly constructed bridge. This project will be constructed in two seasons with a winter suspension.

Mark Thomas possesses the expertise necessary to execute this project with efficiency for successful completion of the new bridge's construction and demolition of the existing bridge. Through our work with cities, counties, and on projects involving federal funding, we have accumulated an expansive track record specifically geared toward improving the construction of bridges within California. Our team brings the County the following benefits:

Experienced Team. Project Manager, Michael Scott, PE, QSD, has 33 years of construction management experience. Michael started his career with Caltrans Office of Structure Construction, where he worked on the leading edge innovations for CIDH pile construction, including one of the first utilization of polymer slurry for CIDH pile construction in the State. Michael has led numerous challenging structure projects in sensitive environmental conditions and has the experience, drive and dedication to lead the construction management team.

Structure Representative, Rob Nelson, PE, QSD, has 10 years of experience in construction management experience including bridge construction. With a strong track record that includes serving as the Structure Representative on a federally funded Highway Bridge Program (HBP) replacement project in Calaveras County and Assistant Structure Representative on four federally funded HBP replacement projects in Glenn County. He has also acted as the Structure Inspector for the City of Redding on projects involving CIDH foundations and bridge construction. In addition to construction management of federal bridge programs projects, his background includes hands-on experience as a contractor in bridge construction, giving him a practical understanding of construction methods, scheduling, and resource management. This combination of technical knowledge, federal requirements, and program oversight makes Rob a highly capable and well-rounded professional in the field of bridge construction and infrastructure development.

Inspector, Ryan George has 29 years of experience in the inspection of bridges, roadway, and utility construction with strict environmental and permitting restrictions for local, state, and federal projects in California. Ryan's past experience





MARK THOMAS

includes the Cypress Avenue Bridge over the Sacramento River in Redding, Woodward Island Bridge over Middle River and Jersey Island Bridge over Dutch Slough in Contra Costa, and most recently, the Eastside Road Bridge over Olney Creek in Redding. Ryan's expertise with bridge construction and demolition in environmentally sensitive areas will be an invaluable asset to County.

Falsework and Demolition Plan Reviewer, Inderjit (Indy) Chadha, PE, has 42 years of experience overseeing the compliance of construction contract work on bridge, highway, railroad and major public works projects for construction management firms and public agencies. He has worked on a variety of Caltrans and local agency projects for both construction and design and has extensive background in falsework, shoring, and demolition of bridges. Indy worked for Caltrans Office of Structure Construction for 24 years.

Our subconsultant, **Crawford and Associates**, will perform Quality Assurance testing, including source inspection, on site material testing, and gamma-gamma testing. Crawford and Associates will also provide a Geotechnical Engineer for observation of the CIDH pile construction.

Work for this contract will be performed out of our Sacramento office located at 701 University Avenue, Suite 200, Sacramento, CA 95825.

Similar Project Experience. We have visited the project site for your project and thoroughly reviewed the plans, specifications, documents, and agreements and have outlined our approach in this proposal. Our team has constructed numerous bridge projects in environmentally sensitive areas. With this experience, we understand the technical challenges related to your project including staging, maintaining existing traffic, and third-party sequencing that can occur between all stakeholders.

Federal and State Funding Experience. Our team has worked closely with agencies on implementing federally-funded transportation projects. We are knowledgeable of the Caltrans LAPM construction requirements and Caltrans Construction Manual following Chapters 15, 16, and 17 of the LAPM. Specifically, Chapter 16 "Administer Construction Contracts" provides the standard policies and procedures that are required for administering federally funded projects, including project supervision and inspection, document control.

Conflict of Interest Statement. Mark Thomas affirms that there are no known financial, personal, or organizational conflicts of interest that could influence our objectivity or professional judgment in performing services for this project. Our team is fully committed to maintaining the highest standards of integrity, impartiality, and transparency in all client engagements. Should any potential conflict arise, it will be promptly disclosed and resolved in accordance with company policy and applicable client or regulatory requirements to ensure continued trust and compliance.

Acceptance of Scope of Work, Insurance Requirements, and Contract Agreement. Mark Thomas accepts the scope of work and can meet the insurance requirements set forth in the RFP. We reviewed the sample contract agreement and provided our comments in Exhibit H: Certification of Exceptions to RFP Documents.

As a Principal + Executive Vice President of Mark Thomas, I am authorized to negotiate and bind our firm to the terms of the proposal and execute a contract with the County. In signing this letter of transmittal, Mark Thomas attests that all information in this proposal complies with the procedures identified in the RFP. Mark Thomas has received and acknowledge receipt of the RFP amended on 10/15/25. We look forward to the opportunity to work with the County on this project. For any questions regarding our proposal, please contact our project manager, Michael Scott, at the address located at the footer of the letter, by phone (925) 382-3234, or via email mjscott@markthomas.com.

Sincerely,
MARK THOMAS & COMPANY, INC.

Matt Brogan, PE
Principal + Executive Vice President

Michael Scott, PE, QSD
Construction Manager





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EXHIBIT B

APPROACH TO WORK

PROJECT UNDERSTANDING

The Rumsey Bridge Replacement Project involves replacing the existing concrete arch bridge over Cache Creek with a new three-span cast-in-place prestressed concrete box girder bridge. The primary driver is public safety — addressing seismic vulnerability, scour risk, and outdated geometry. The new bridge will meet current County standards with wider lanes, shoulders, and upgraded safety barriers, and provide a revised geometry at tie into SR 16 in a perpendicular configuration.

The Project will be constructed through two construction seasons. Mark Thomas has created a Critical Path Method (CPM) schedule that confirms the project can be constructed within two construction seasons, with completion of bridge and roadway work for the new bridge in the 2026 season, and demolition of the existing Rumsey bridge in the 2027 season. Key to the success of project will be starting the creek diversion on May 1, 2026. Our approach would be to complete all roadway and new bridge construction for the newly aligned CR 41 in the 2026 season. This will allow the new bridge to be opened in late 2026, utility relocation to be completed during the winter shutdown, and demolition of the existing bridge to start on May 1, 2027 when access to the existing creek will be allowed.

Bridge Coordination

Early coordination at the east end of the proposed structure is critical to minimizing construction rework and reducing public impact. Mark Thomas will collaborate with the contractor to verify the layout and installation of temporary shoring, minimizing conflict with the contractor's falsework, working deck, and abutment/wingwall excavation limits. The temporary shoring will be reviewed concurrently with the contractor's falsework submittals and contract plans. Temporary shoring will need to be installed at a precise elevation and offset from the proposed structure to allow for the installation of transition railing and shoulder without impeding falsework construction. Traffic control measures at the east end of the bridge must be thoroughly coordinated and clearly represented in the contractor's schedule to maintain uninterrupted public access. Mark Thomas has prepared a schedule indicating that the bridge and new roadway can be completed during Season 1, enabling a traffic shift prior winter. This will allow shoulder work to be completed during season 2 when the existing bridge is closed.

Demolition of the existing structure is anticipated to take place during Season 2. Given there is less than five feet of clearance between the existing and proposed structures at the east end, Mark Thomas will review the contractor's demolition plan to verify it includes sufficient detail and appropriate mitigation strategies to support the safe and efficient removal of the existing bridge.



The Mark Thomas team members are experts at identifying and resolving conflicts

PROJECT SCHEDULE

ID	Task Name	Duration	Start	Finish	2026			2027			2028	
					H2	H1	H2	H1	H2	H1		
1	Pre Construction	16 days	Thu 3/12/26	Thu 4/2/26								
2	Notice to Proceed	1 day	Thu 3/12/26	Thu 3/12/26								
3	Critical Submittal Review	15 days	Fri 3/13/26	Thu 4/2/26								
4	Construction Season 1	171 days	Fri 4/3/26	Fri 11/27/26								
5	Mobilization	2 days	Fri 4/3/26	Mon 4/6/26								
6	Environmental Survey	2 days	Tue 4/7/26	Wed 4/8/26								
7	Construction Area Signs	1 day	Thu 4/9/26	Thu 4/9/26								
8	Install ESA Fence/Temp BMP's	3 days	Thu 4/9/26	Mon 4/13/26								
9	Existing Fence Removal	1 day	Tue 4/14/26	Tue 4/14/26								
10	Clear and Grub/Tree Removal	5 days	Thu 4/9/26	Wed 4/15/26								
11	Temp Shoring/K-Rail	4 days	Thu 4/16/26	Tue 4/21/26								
12	Roadway Excavation	10 days	Wed 4/22/26	Tue 5/5/26								
13	Install Temp Creek Diversion	3 days	Fri 5/1/26	Tue 5/5/26								
14	Abutment Ex	5 days	Wed 4/22/26	Tue 4/28/26								
15	Abt 1 CIDH Installation	3 days	Wed 4/29/26	Fri 5/1/26								
16	Abt 4 CIDH Installation	3 days	Wed 5/6/26	Fri 5/8/26								
17	Bent 2 CIDH Installation	3 days	Mon 5/11/26	Wed 5/13/26								
18	Bent 3 CIDH Installation	3 days	Thu 5/14/26	Mon 5/18/26								
19	Gamma Gamma Testing/Analysis	15 edays	Thu 5/7/26	Fri 5/22/26								
20	Form/Pour Abutment 1	10 days	Mon 5/25/26	Fri 6/5/26								
21	Form/Pour Abutment 4	10 days	Mon 6/8/26	Fri 6/19/26								
22	Form/Pour/Cure Column 2	10 days	Mon 6/22/26	Fri 7/3/26								
23	Form/Pour/Cure Abutment 3	10 days	Mon 7/6/26	Fri 7/17/26								
24	Install Falsework	10 days	Mon 7/20/26	Fri 7/31/26								
25	Stem and Soffit Rebar/Form/Pour	20 days	Mon 8/3/26	Fri 8/28/26								
26	Bridge Deck Form/Rebar/Pour	10 days	Mon 8/31/26	Fri 9/11/26								
27	Bridge Deck Cure	10 edays	Fri 9/11/26	Mon 9/21/26								
28	Pre Stress Bridge	2 days	Tue 9/22/26	Wed 9/23/26								
29	Remove Falsework	10 days	Thu 9/24/26	Wed 10/7/26								
30	Utility Sleeves	1 day	Thu 10/8/26	Thu 10/8/26								
31	Concrete Barrier Rail	5 days	Fri 10/9/26	Thu 10/15/26								
32	Rock Slope Protection	5 days	Tue 10/13/26	Mon 10/19/26								
33	Remove Temp Creek Diversion	2 days	Tue 10/20/26	Wed 10/21/26								
34	Implement Winterization Plan for channel	5 days	Thu 10/22/26	Wed 10/28/26								
35	Abutment Drainage	3 days	Thu 10/22/26	Mon 10/26/26								
36	Bridge Approaches	5 days	Tue 10/27/26	Mon 11/2/26								
37	Structure Approach Slab	3 days	Tue 11/3/26	Thu 11/5/26								
38	Replace Existing Culvert	2 days	Fri 11/6/26	Mon 11/9/26								
39	Aggregate Base	6 days	Tue 11/10/26	Tue 11/17/26								
40	Paving	2 days	Wed 11/18/26	Thu 11/19/26								
41	Shoulder Grading	1 day	Fri 11/20/26	Fri 11/20/26								
42	Transition Railing	1 day	Mon 11/23/26	Mon 11/23/26								
43	Striping&Signage	3 days	Tue 11/24/26	Thu 11/26/26								
44	Survey Monument Preservation	1 day	Fri 11/27/26	Fri 11/27/26								
45	Bird Netting and Bat exclusion prep existing bridge	10 days	Fri 10/2/26	Thu 10/15/26								
46	Winter Suspension (Utility Relocations)	96 days	Mon 11/30/26	Mon 4/12/27								
47	Winter suspension	96 days	Mon 11/30/26	Mon 4/12/27								
48	Utility Relocation (By Others)	15 days	Mon 11/30/26	Fri 12/18/26								
49	Construction Season 2	79 days	Tue 4/13/27	Fri 7/30/27								
50	Environmental Survey	1 day	Tue 4/13/27	Tue 4/13/27								
51	Maintenance ESA Fence/Temp BMP's	3 days	Wed 4/14/27	Fri 4/16/27								
52	Install Temp Creek Diversion for Demo	5 days	Mon 5/3/27	Fri 5/7/27								
53	Bridge Removal/Processing	30 days	Mon 5/10/27	Fri 6/18/27								
54	Road Removal	5 days	Mon 6/21/27	Fri 6/25/27								
55	Grading after Bridge Removal	5 days	Mon 6/28/27	Fri 7/2/27								
56	Remove Temp Creek Diversion/Restoration	3 days	Mon 7/5/27	Wed 7/7/27								
57	Permanent Fence/Gate Installation	5 days	Thu 7/8/27	Wed 7/14/27								
58	BFM/Final Erosion Control	1 day	Thu 7/15/27	Thu 7/15/27								
59	Remove ESA Fence/Temp BMP's	1 day	Fri 7/16/27	Fri 7/16/27								
60	Punch List	10 days	Mon 7/19/27	Fri 7/30/27								
61	Post Construction	10 days	Mon 8/2/27	Fri 8/13/27								
62	Closeout	10 days	Mon 8/2/27	Fri 8/13/27								

Trusted Partner

The County seeks a trusted Construction Management (CM) firm to be available on-site and provide specialized structure construction management services for your project. Mark Thomas has the availability, expertise, and will make being on site a priority.

While we understand the County will be assuming responsibility for overall project administration (e.g. Resident Engineering), and will not be full-time on site, our CM team provides consistent, reliable, and visible oversight throughout the project. Our project team has the ability to support the County as necessary as a result of their extensive experience in administering bridge projects. We will maintain a strong on-site presence to monitor progress, address issues proactively, and communicate effectively with all stakeholders. Our team is fully equipped and committed to managing all aspects of the work with precision and accountability, giving the client confidence that the project is being handled correctly and professionally at all times.

Key to the success of this project is utilization of recommended special provisions that will provide efficient and effective project delivery. Implementing special provisions that require eConstruction on your project will streamline processes, enhance collaboration, and improve efficiency by transitioning from traditional paper-based workflows to digital tools. It enables real-time sharing of updates, documents, and data, ensuring that all team members have access to the most current information, regardless of location. To this end, our team is proposing to utilize Construction Management Information System (CMIS) and Fieldwire for e-construction. This will allow the County Resident Engineer immediate access to all critical project information, including daily reports, contract quantities, photos, submittals and RFIs on a real-time basis providing substantial efficiencies for the County's critical role on this project. Exhibit C of this proposal provides a detailed description of CMIS and Fieldwire.

Mike, Rob, Indy, and Ryan have over 100 years combined experience constructing Cast in place bridges to Caltrans standards



The Mark Thomas Team are experts in cast in place concrete box girder bridges

RISK MATRIX

Developing and maintaining a risk matrix is an essential tool for the CM team and the County to identify threats that may derail your project. The risk matrix is specific to your project, dynamic, and will be treated as a living and breathing document that will help the CM team and the County to adjust strategies and make necessary changes to address risks, increasing the probability of a successful project. Our experienced CM team has identified several special issues that could have potential cost and schedule impacts on your project. Following the risk matrix below, we provided detailed explanations of our approach to mitigate and address these issues.

Risks/Issues	Unmitigated Risk Level	Proposed Risk Mitigation/Approach	Mitigated Risk Level
Cast In Drilled Hole (CIDH) Piles	High Risk	Enhance special provisions for CIDH pile installation and gamma-gamma logging to transfer risk from County to Contractor.	Low Risk
Bridge Deck Construction	High Risk	Enhance special provisions related to bridge deck testing, including requirement for contractor to perform skid testing and profilograph to transfer risk from County to Contractor.	Low Risk
Bridge Demolition - Removal	High Risk	Include all as-built drawings of existing structure into the contract plans. Clearly identify a potential removal sequence and approach in the plans.	Low Risk
Flooding/Variable Water Flows	High Risk	Evaluate environmental documents, permits, contract plans and clarify all seasonal requirements for temporary works within the creek channel. This is clearly defined in specials 13-12. Must take into account release water. USGS and DWR can be used for gaging.	Low Risk
Environmental Compliance	High Risk	Review final permits and verify clear and concise language is added to special provisions for seasonal work restrictions. Consider adding chart to special provisions to help clarify which construction activities have seasonal restrictions. During preconstruction, update preliminary CPM schedule to verify adequate number of working days are included in special provisions.	Low Risk
Coordination with adjacent property owners	Medium Risk	Field staff have pre-meetings with adjacent property owners prior to start of construction and also, at a minimum weekly, to develop communication protocols related to work activities.	Low Risk
Effective and real time coordination with County PM and Designer	Medium Risk	Use of CMIS and fieldwire software for CM including reporting, meeting minutes, change orders and RFIs.	Low Risk
Federal Funding Requirements	Medium Risk	Understanding of federal funding requirements and changes to DBE Policy. Update special provisions to address changes. Annual EEO reporting. Apprentice Training Plans and tracking.	Low Risk
Community Access	Medium Risk	Clarify community access for recreational rafters details in the plans and requirements in the special provisions. Must be coordinated with Temporary Creek Diversion System. Identify if allowance for portages must be included. Plan early coordination with rafting companies and detail additional signage at site. Provide minimum dimensions of portage or creek passage required.	Low Risk

	High Risk		Medium Risk		Low Risk
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MANAGEMENT APPROACH

Our management approach provides a comprehensive road map for efficient management of construction activities, and it is designed to deliver projects in accordance with all contract requirements – meeting all the County’s project goals. We will verify compliance with the project’s plans, special provisions, and permit requirements as well as the Caltrans LAPM for federally funded projects.





Safety

Safety can never be emphasized enough on a construction project. Every project has its safety concerns and specifically for this project, some key safety items stand out. These include maintaining safe vehicular traffic flow on SR 16 and CR 41, coordination with local residents for their access, heavy equipment, steep slopes, and complying with the contractor's site-specific safety plan/code of safe practices. If the contractor is observed performing an activity that appears unsafe, Rob will take immediate action without hesitation.

PROCESS DRIVEN APPROACH TO MITIGATE RISK

- ✓ Develop detailed Safety Plan.
- ✓ Review contractor's Illness Injury Prevention Plan.
- ✓ Job Hazard Analysis for work items.
- ✓ Tailgate Safety Meetings
- ✓ Understand CAL/OSHA requirements.

The Mark Thomas team is familiar with CAL/OSHA regulations and is also required to conduct biweekly safety meetings on relevant safety topics. Safety training is provided for employees as needed and we require that all projects have a safety/emergency bulletin board with the project specific code of safe practices and emergency phone numbers will be posted. As a part of our firmwide commitment to safety, we have a Safety Manager that is dedicated to developing safety measures for general safety for office, field survey, and inspection professionals. We will prepare a project specific safety plan and develop a project specific risk register which will identify any critical project risks.

Mark Thomas maintains a safety manual that contains all company safety related information, policies and procedures. Rob and his inspection team will complete weekly construction safety inspections utilizing the Caltrans checklist and include a safety topic agenda item for each weekly meeting to verify constant safety awareness on the project. The Mark Thomas team inspectors also attend the contractor's tailgate safety meetings with the construction crews.





Schedule Control

Mark Thomas recognizes the significance of your project and is committed to achieving completion ahead of schedule and below budget, helping to lower costs and lessen disruptions for the public. **By prioritizing efficient coordination with the County and focusing on expedited project delivery, we aim to minimize time-related expenses for both the contractor and the County.** For a timely delivery, it is essential to have a construction management team with strong foresight and a proactive approach to resolving potential delays. Numerous challenges can arise that may impact project timelines if not addressed effectively, including unexpected utility relocations or identification, permit requirements, approvals from County agencies, design mistakes or omissions, unforeseen site conditions, adverse weather, schedule management, and conflicts between projects.

A RELIABLE TEAM COMMITTED TO TIMELY DELIVERY

We have assembled an exceptional management team with extensive construction management expertise, headed by Michael Scott, who has led many complex bridge construction projects in environmentally sensitive locations, such as the Yerba Buena Island West Side Bridges Seismic Retrofit Project. Our team brings the experience, dedication, and resolve necessary to surpass the County's expectations.

Both Michael and our proposed Structures Representative, Rob Nelson, are highly qualified and committed to handling the numerous coordination and administrative responsibilities required for your project, supported by skilled assistants specializing in structures and civil work. On-site, our seasoned inspectors will proactively identify and address any potential issues that could cause delays. If setbacks occur, we have a variety of proven strategies to recover lost time.

This proactive, fast-track construction management approach, led by Michael and Rob, will create a winning environment for both the County and contractor.

PROCESS-DRIVEN APPROACH TO MITIGATE RISK

✓ **Monitor progress** to verify that the project proceeds according to schedule and in the manner consistent with the plans and special provisions. We will also expedite work as required to maintain the schedule in accordance with overall project staging.

✓ **Review contractors' schedule** for conformance with the specifications and for reasonableness of the sequence and duration of the activities.

✓ **Review work progress** as compared to the planned construction schedule and inform the County upon any schedule slippage.

✓ **Analyze the schedule** to determine the impact of any weather delays and/or change orders. Obtain and review any updates to the construction schedule incorporating actual progress, weather delays, and change order impacts.

✓ **Analyze negotiated time extensions** that may be due to change orders and other delays and report to the County; identify activities that could be used to mitigate time extensions.

✓ **Regularly monitor contractor's schedule** and three-week look ahead and alert the County to conditions that may lead to potential delays; mitigate potential impacts.



Cost & Budget Control

Maintaining control over costs is essential, especially given today's increased competition for construction funding. We are dedicated to maximizing the value of every dollar spent. Michael will identify ways to reduce cost and explore alternative methods throughout the construction process. Mark Thomas will actively collaborate with the County, Caltrans, and the design team to pinpoint and implement cost-saving strategies for the project.

Our team fully understands that one of our most significant roles for your project is to control the budget and to track expenditures for each fund source closely. To minimize costs on your project, our team will be mindful of what increases costs on a project and therefore we will take a proactive approach to budget control as we have on other projects.

Our team brings extensive expertise in construction cost estimating and change order analysis. Contractors will be treated with fairness, but we will not allow unnecessary gains. Whenever possible, we will seek credit change orders instead of Value Engineering Cost Proposals (VECP), allowing the County to retain the entire savings rather than splitting them with the contractor.

Mark Thomas is committed to adopting and applying the most cost-effective solutions that align with the project's design requirements, acting swiftly because we recognize that time directly impacts costs. Our team is highly-skilled in evaluating construction expenses and establishing the right payment for change orders. Regardless of the payment method, the contractor will receive fair and appropriate compensation without undue profit.

The most effective way to minimize costs is to identify issues and solutions before they become challenges. Our field staff will partner with the contractor in the field to look ahead for any potential issues and to resolve them in the field before they become contract change orders (CCOs). If a change order is needed, we will develop creative and effective field solutions for the County review in a timely manner. Our team will efficiently communicate with the County and designer, keep the project moving forward, and avoid costly project delays. When a change is identified, our field staff will take additional photos and carefully track the extra work to verify that only time and materials associated with the change is included in a signed tentative extra work agreement. In addition, our team will:

- » Only implement changes to the project when necessary and approved by the County.
- » Verify that all CCOs will have an independent cost estimate to verify the cost is reasonable.
- » Manage the overall project cost and contingency by tracking CCOs, quantity overruns/underruns, or any additional unforeseen costs that were not addressed in the contract against the remaining contingency.

We will provide a monthly report to the County which will report all project expenditures and the estimated remaining budget. If project costs are trending in the wrong direction, our team will coordinate with the County and contractor to determine what measures can be taken to complete the project within budget.

PROCESS-DRIVEN APPROACH TO MITIGATE RISK

- ✓ Verify quantities, efficient staging, and bid items; identify errors; and sufficient supplemental work funding during independent cost estimate prior to bid.
- ✓ Implement changes only when necessary/approved.
- ✓ Independent cost estimate for proposed changes.
- ✓ Develop accurate quantity measurements and calculations.
- ✓ Attend pre-activity meetings to verify Process Driven Approach.
- ✓ Eliminate rework.
- ✓ Track each project budget and funding source, contingency fund, and anticipated changes separately.
- ✓ Report expenditures and budget to the County in monthly report.



Agency Coordination

The project requires ongoing coordination with a wide range of agencies and stakeholders, all of whom must be kept informed about project status and key developments. The County, Caltrans, designers, and various stakeholders all play vital roles and often need to be updated or consulted on important matters. Michael, serving as the Construction Manager, and Rob, as the Structures Representative, are ideally positioned for these assignments. Close collaboration with other city and County departments will be essential for a smooth Notice of Completion (NOC) process on the County permit for this project. **Michael's prior experience as both CM and RE on various projects throughout Northern California has provided him with valuable insight into the types of approvals required from different agencies and the specific information they require.**

We will keep all parties apprised of developments, minimizing the risk of unexpected issues. He will accomplish this important task using traditional approaches such as conversations, meetings, and reports. Additionally, our team introduces a new, tailored innovation to streamline communications for your projects.

We propose the use of CMIS for submitting all data and documents throughout the contract's duration. CMIS is a web-based project management platform designed to create, share, and review construction management documentation in real time. The County will have complimentary access to CMIS, which may also be extended to all project stakeholders, including the contractor, County staff and designer.

PROCESS-DRIVEN APPROACH TO MITIGATE RISK	✓ Provide access to project Information through CMIS
	✓ Actively engage with all project Stakeholders.
	✓ Utilize technology to distribute information to stakeholders efficiently.
	✓ Hold pre-service meetings with agencies to have a clear understanding of expectations.
	✓ Agencies have open invitation to all weekly meetings.
	✓ Develop NOC process and documentation matrix at start of project

We will keep all parties apprised of developments, minimizing the risk of unexpected issues. He will accomplish this important task using traditional approaches such as conversations, meetings, and reports. Additionally, our team introduces a new, tailored innovation to streamline communications for your projects.

We propose the use of CMIS for submitting all data and documents throughout the contract's duration. CMIS is a web-based project management platform designed to create, share, and review construction management documentation in real time. The County will have complimentary access to CMIS, which may also be extended to all project stakeholders, including the contractor, County staff and designer.



Environmental/Permits

Our team recognizes that environmental factors and restricted work periods play a major role in the outcome of construction projects. Michael and Rob have built strong connections with environmental agencies and take a proactive stance to address concerns from the earliest stages through project completion. We will collaborate with the contractor's biologist and the Designer's/ County's environmental team to get the project off to a strong start. By actively identifying and applying environmental recommendations, our team has delivered numerous successful projects in sensitive areas.

Mark Thomas possesses extensive experience meeting permit requirements for agencies such as the Army Corps of Engineers, CDFW, USFWS, and the State's Regional Water Quality Control Boards.

PROCESS-DRIVEN APPROACH TO MITIGATE RISK	✓ Review final permits and verify that clear and concise language is added to special provisions for seasonal work restrictions.
	✓ Consider potential for bird nesting season impacts to the tree removal schedule and critical path.
	✓ Consider opportunities for an early tree removal contract.
	✓ During pre-construction, update preliminary CPM schedule to verify adequate number of working days are included in the special provisions.

SCOPE OF WORK

Tasks 1-4

Construction Strategy

Bridge Construction and Demolition

The new bridge will be constructed on an upstream alignment, allowing uninterrupted service of the existing bridge throughout the construction phase. This strategic placement minimizes traffic disruptions and facilitates a safer work zone for crews. Once the new structure is operational, demolition of the existing bridge will commence. The demolition process will be meticulously planned to prevent debris from entering the creek, protecting aquatic habitats and maintaining water quality. A comprehensive demolition plan will be developed, with particular attention to the challenges posed by the thru arch design of the existing bridge. This review will include load path analysis, sequencing of structural removal, and temporary support systems to mitigate collapse risks. Environmental permits will guide the timing and methods of demolition, and containment measures such as debris nets, cofferdams, or turbidity curtains may be employed to safeguard the creek during removal activities.

CIDH Pile Installation

The project includes CIDH piles at the abutments and bents of the new structure. Abutments 1 and 4 will include two 48" CIDH piles at each abutment, and single 84" diameter piles at bents 2 and 3. Abutment 1 and 4 piles will extend 75' in depth, and bent 2 and 3 CIDH piles will be 101' in depth.

CIDH piles of this magnitude offer substantial cost and schedule risk which must be minimized through a detailed pile installation plan.

To comply with Caltrans Standard Specifications Section 49 and special provisions, the contractor must submit a detailed pile installation plan outlining equipment, materials, and methods. This includes slurry management, rebar cage placement, and concrete delivery systems. Inspection tubes will be embedded in the piles to facilitate gamma gamma logging, a non-destructive testing method used to verify pile integrity and detect anomalies such as voids or inclusions.

Prior to start of any work, Rob will hold a preconstruction meeting with held pursuant to Section 49-3.02 of the Standard Specifications.



Michael, Indy, Rob, and Ben have over 100 years of combined experience with CIDH piling installation.

General topics to be discussed in the preconstruction meeting should include:

- » Review of the Contractor's pile installation plan.
- » Requirements in the special provisions and Standard Specifications.
- » Environmental commitments and work within the creek.
- » The Contract pay limits.
- » The Contractor's planned method of operation and schedule.
- » The equipment to be used.
- » Contingency planning.
- » Safety precautions to be taken during the work.
- » Testing and acceptance.

These large-diameter CIDH concrete piles, will be constructed using polymer slurries due to groundwater and unstable soil conditions which are present.

The Contract Specifications (CS) requires Gamma-Gamma Logging (GGL) under California Test (CT) 233, Method of Ascertaining the Homogeneity of CIDH Piles Using the Gamma-Gamma Test Method (CTM-233), for CIDH piles 24 inches in diameter or larger and placed under slurry or when a temporary casing is used to control groundwater.

Pursuant to the RFP, Task 3 includes Gamma-Gamma Logging potentially Cross Hole Sonic Logging. This work is specialized work which will be completed utilizing ABE Engineering as a subconsultant to Crawford Associates. This work is highly specialized with very limited resources that have the required certifications available to perform this work. **As currently written in the contract specifications, the County is responsible for performance of the GGL services and identified under your CM RFP. Thus, if availability of tester becomes an issue due to other projects, the responsibility for any delay impact will be claimed by the contractor. Due to the sensitive timelines for work within Cache Creek, any delays could have a major project impact. Accordingly, Mark Thomas recommends including a contract special provisions that puts the responsibility for performing GGL to be performed by the contractor. The testing would be overseen by the project's geotechnical engineer with GGL results being reviewed by the engineer of record. This approach fully complies with Caltrans policies and procedures and has**

been used on numerous local agency projects throughout the State.

Below are the recommended changes to the construction specifications for GGL testing:

- » **Replace section 49-3.02A(4)(d)(ii) with:**
 - Perform GGL under California Test 233.
 - Separate reinforcing steel as necessary to allow your access to the inspection pipes.
 - After testing of the piles, provide the pile acceptance test report within 5 days. Allow 15 days for the Engineer to review the pile acceptance test report.
 - During testing, do not perform construction activities within 25 feet of any GGL operation.

If the Engineer determines a pile is anomalous under California Test 233, part 5C, the pile is rejected.

This approach will greatly minimize risk for the County against delay impact claims by the contractor.

The project team emphasized the importance of expedited QA testing and anomaly detection to maintain schedule and environmental compliance.

Our team possess Caltrans certifications for laboratory tests required for QA testing.

The installation of 101-foot-long CIDH piles will require a continuous operation involving slurry drilling and immediate concrete placement to maintain structural integrity and prevent soil collapse. Due to the pile length and site constraints, this process may necessitate overnight work to minimize potential for hole collapse. As we anticipate this may only be required for the two 84" diameter CIDH piles, there will be minimal duration of noise impacts for adjacent property owners.

Requirements for Necessary Forms during Drilled Shaft Construction

The Pile Construction Reports (PCR) for CIDH concrete piles constructed in "wet" conditions consists of the following documents:

- » Completed by the Contractor:
 - Form SC-3806, Slurry Test Record
 - Form SC-3807, Inspection Pipe and Rebar Coupler Log
 - Form SC-3808, Drilled Shaft Concrete Placement Log
 - Form SC-3809, Drilled Shaft Concrete Placement Graph

» Completed by the Engineer:

- Form SC-3801, GGL Inspection Pipe Verification Form
- Form SC-3802, Drilled Shaft Inspector's Checklist
- Form SC-3803, Drilled Shaft Excavation Log
- Form SC-3804, Drilled Shaft Excavation Profile
- Form SC-3805, Drilled Shaft Bottom Inspection
- Form SC-3806, Slurry Test Record (performed randomly for QA)
- Copies of daily reports documenting construction of the CIDH concrete pile

When completing these forms or reviewing forms completed by the Contractor, keep in mind these are quality assurance documents. Each form will have enough information that the pile construction process can be reconstructed virtually at a later date. Use Form SC-3802, Drilled Shaft Inspector's Checklist, and the daily reports as quality assurance documents to verify the information submitted by the Contractor.

Falsework

Falsework for the new CR 41 Bridge will be reviewed by Inderjit (Indy) Chadha, PE. Indy is an experienced structure construction specialist having over 40 years of experience working on bridge projects throughout Northern California, and is well known in District 3. Indy will review the contractor's falsework submission per Section 48 of the Standard Specifications and the Caltrans Falsework Manual. Indy has performed dozens of falsework reviews on bridges with similar construction types and has a thorough understanding of all requirements, including allowable loadings, deflections and necessary camber strip calculations. Careful consideration of clear channel rafter passage must be considered and evaluated in the falsework and construction planning.

Rob will verify that the contractor's falsework designer has certified that the installed falsework matches the submittal before allowing the contractor to begin superstructure construction.

During stem and soffit and bridge deck concrete pours, Rob will monitor and document falsework settlement using "tell-tales" to verify falsework joint take up does not exceed anticipated amounts.



Michael, Indy, and Rob have extensive experience with project various falsework types

Deck Construction

Preconstruction planning is critical to vertical alignment and grading. The Contractor will include their "lost-deck" forming system, which will be detailed in the falsework plans. Control for lost-deck forms will be utilized by deck dowels that will be used to control the bridge deck concrete final grades. These deck grades will be established utilizing bridge deck contour sheets, or "4-Scales", and will include bridge camber. Rob will effectively build the bridge on paper with the 4-Scales Contour sheets, that will also be utilized for establishing abutment grades and top of column grades.

Prior to concrete placement for the deck pour, Rob will hold a deck placement preconstruction meeting. This meeting will cover such topics as:

- » Concrete mix design
- » Contractor QC
- » Lost Deck construction
- » Reinforcing placement
- » Deck finishing machine (aka Bidwell) set up
- » Timing and frequency of concrete delivery
- » Pump set up and movement
- » Contingency planning
- » Curing (curing compound and water cure)
- » Environmental protection/cure containment
- » Deck crack evaluation



Rob and Ryan will verify deck thickness and grades prior to placement of reinforcing steel

Prior to placement of deck concrete, Rob will thoroughly verify deck thickness to make certain that it is within allowable tolerances utilizing deck dowel grades and stringlines. Rob will verify proper placement and clearances for reinforcing steel. After the contractor sets up the Bidwell, a full dry-run of the Bidwell will be performed to simulate final grade finish of the concrete. This will be done to check clearances to reinforcement throughout the entire

bridge deck. It is especially critical during this stage to set Bidwell run on and run off at the abutments to match future approach slab grades.



Dry run of Bidwell is critical for a quality deck finish

Prestressing

The final phase of the superstructure construction will be post-tensioning (prestressing) of the bridge. Post-tensioning will occur a minimum of 10 days after the deck pour and the deck concrete has achieved the required minimum strength of 3,500 psi at the time of stressing.

Prior to any prestressing operations, the contractor will submit prestress shop drawings which include all details regarding the prestressing system. Indy and Rob will review the prestress shop drawings in accordance with contract plans and specifications, and coordinate with the project designer for approval of the shop drawings. Prestress systems will be verified to be on the Caltrans authorized list, and stressing jack and load cells will be verified to be calibrated.

Prior to the stem and soffit pour, Rob and our inspector Ryan George will verify that duct material, anchorage, and necessary reinforcing details are installed per the shop drawings. During the stem and soffit concrete placement, careful attention must be paid to the concrete consolidation around anchorages, and use of concrete vibrators arounds prestress ducts.



Careful attention must be paid to the concrete consolidation around prestress ducts and anchorages

After the stem and soffit pour, and prior to installing prestress strands, the contractor will run a mandrel to verify that no blockage or damage to the ducts occurred during the concrete placement of the ducts. All prestressing material will be verified to have appropriate inspection releases and material test reports. Test reports will include the actual modulus of elasticity of the strand lots, which will be used in tendon elongation calculations. Rob will verify contractor follows allowable stressing sequence with no more than 50% stressing load applied to any adjacent girder, and no more than 1/6 of stressing force applied eccentrically about the bridge centerline. Rob will also verify and record actual forces applied and actual elongation and anchor set of strands. All monitoring records will be documented on the Caltrans Post-Tensioning Field Monitoring form SC-4301 and SC 4302.

Upon completion of tensioning, performance of grouting will be monitored including documentation of efflux time.

Bridge Demolition

After construction of the new bridge, the Project calls for the existing structure to be removed. The existing Rumsey Bridge was constructed in 1930 and was originally constructed as a two-span reinforced concrete thru tied arch bridge. Each span was 108 feet long and supported by concrete piers. In 1949 the bridge was lengthened due to flood damage by an additional 95 feet consisting of two cast-in-place T-Beam spans. Complex analysis and planning for the sequence of bridge removal will be necessary to have a safe and controlled demolition of the bridge structure. Temporary support design and installation may be necessary to facilitate the bridge removal.

Additionally, an asbestos report is required when submitting a notice to the California Air Resources Board (CARB); however, it is often missed and delays the bridge removal schedule. As no asbestos surveys have been completed on this existing bridge, an asbestos survey should be included in the special provisions as a first order of work. We understand the special provisions if asbestos is identified, removal and disposal will be paid as change order work. Rob will make certain that the Asbestos Notification of Renovation or Demolition Form (NESHAP) is submitted to CARB by the Contractor 15 days prior to demolition along with the asbestos report, including a Construction Emission/Dust Control Plan to the Yolo-Solano Air Quality

Management District prior to commencing any work at the job site. Our team will review the Contractor's Bridge Demolition Plan in accordance with the contract documents, as well as the procedures set forth in the Bridge Construction Memo 60-2.02C "Existing Structures – Structure Removal – Bridge Removal" of the Standard Specifications and Bridge Construction Records Procedures Manual, Memo BCM 124-12. The review will help ensure that all activities can be completed within the specified dates in a safe manner approved by the Engineer.

Birds and bats must be always protected during the bridge demolition. Prior to demolition, biological surveys and exclusionary devices will be placed on the structure to prevent nesting and/or roosting on the bridge. It is essential to install bird and bat exclusion devices at appropriate times, making certain that placement occurs only outside recognized nesting periods. This needs to be considered with identified winter suspension of the project.

In-Stream Work

There are seasonal restrictions in the creek with some construction activities that would need to occur within the active channel of the creek, such as construction of temporary falsework and placement of rock slope protection.

In-stream work should be scheduled between late spring and early fall, aligning with environmental windows that minimize disruption to aquatic habitats. Projects like the Rumsey Bridge will need to be successfully implemented with multi-season construction schedules with winter suspension periods to comply with seasonal restrictions.

Temporary Creek Diversion Systems (TCDS) & Access

Mark Thomas has used temporary creek diversion systems (TCDS) when flows are present. These systems must be reviewed and approved before installation, with photo documentation on pre-construction conditions and ongoing maintenance protocols. For this project stream diversion will use large-diameter pipes, with temporary structures or mats considered to maintain equipment access. Seasonal restrictions will guide in-stream work timing. **Our team reviewed the 100% contract documents and understand all your requirements. We have experience with permit and agreement compliance on similar projects led by Rob.**

Our team will emphasize preconstruction activities with all permitting agencies to verify that the contractor is following all permits and agreements from day one. We will provide regular updates to all stakeholders utilizing a variety of tools including daily inspections, bi-weekly construction area inspections, and monthly reports.

The Yolo County Flood Control and Water Conservation District releases water from Clear Lake and Indian Valley Reservoir. These storage facilities lie upstream of the project site and utilize Cache Creek to deliver water to irrigated lands downstream of the project site. During the irrigation season the District's releases generally determine flow conditions in Cache Creek, which must be accommodated during construction, in addition to natural flows. The Contractor will be permitted to construct a TCDS if flows are present when work within Cache Creek channels begins on May 1-October 31 of each year. We will oversee that all requirements related to the construction and operation of the diversion system, including review and approval of the plan before construction to confirm permit compliance, photo documentation of the creek channel condition before construction, and proper maintenance. All work related to the TCDS must be completed before October 31. During design and implementation of the TCDS, close coordination will be required with permitting



Coordination for the existing USGS sampler will be required for relocation

agencies including the Yolo County Flood Control and Water Conservation District, which provides critical irrigation water through Cache Creek. Alternatives to TCDH may be construction of access trestles and driven falsework piles within the creek channel.

Species Protection

There are several regulated listed species in the project area. We have found that early, frequent, and meaningful communication with the California Department of Fish and Wildlife (CDFW) will allow for adequate protection and education. The contract documents clearly detail all the contractor's requirements related to species protection and natural resource Permits, Licenses, Agreements, and Certifications (PLACs). We will verify that the Contractor's Biological Monitor meets the CDFW requirements for the project before any work begins, including the preconstruction wildlife and nesting surveys, which will be attended by Rob. Rob will also verify and require the Contractor's Biological Monitor to submit all other surveys and inspections as required in the contract documents.

Rob and our team will require that all workers employed on the project attend the required wildlife training conducted by a CDFW approved qualified biologist. This training will be discussed with the contractor at every weekly construction progress meeting. This requirement will be added to the agenda, and Rob will check the contractor's schedule to ensure training is planned before workers arrive on site. Rob will also require the contractor to submit training logs for all workers on a weekly basis and will perform verification checks to verify environmental compliance.

Stormwater Pollution Prevention Plan (SWPPP)

Our team will monitor the contractor's work for compliance with all Best Management Practices (BMP) and SWPPP requirements. We will coordinate with the County, Caltrans, and all other involved agencies to obtain and comply with all required permits for your risk level 2 project. We will make certain that the contractor prepares and implements a program to effectively control water pollution during the construction. Rob is a Qualified SWPPP Developer (QSD) and will review the SWPPP submitted by contractor and provide a QSD or Qualified SWPPP Practitioner (QSP) for the duration of the construction of the project.

Our team will inspect the project site and monitor the contractor's compliance with the approved SWPPP in accordance with Caltrans Storm Water Quality Handbooks. Rob will monitor the weather forecast during the storm season and confirm the contractor's compliance for pre-storm, storm event, and post-storm requirements utilizing SMARTS. We will enforce proper handling and storage of pollutants and will record and address issues with non-compliance with the contractor.

Utility Impacts

The proposed bridge replacement project will require careful coordination and planning to address existing utility infrastructure. The following utility elements have been identified as potentially impacted:

- » **Overhead Utility (East Side of Existing Bridge)**
An existing overhead utility line is located along the east side of the current bridge structure. Preliminary assessments indicate that this utility may remain in place without requiring relocation. However, further evaluation will be conducted during the design phase to confirm clearance requirements and assess any potential conflicts with construction activities or the new bridge profile.
- » **Telephone Conduit (South Side of Existing Bridge)**
A telephone conduit currently mounted on the south side of the bridge will require relocation to the new structure. Coordination with the utility owner will be initiated early in the design phase to develop a relocation plan that minimizes service disruptions. The new bridge design will incorporate provisions for conduit mounting and protection to maintain long-term functionality and accessibility.
- » **Stream Gauge, Camera, and Monitoring Equipment**
A stream gauge, camera, and associated monitoring equipment are installed on the existing bridge. These components may need to be relocated or replaced and integrated into the new bridge structure. Coordination with the responsible monitoring agency will be essential to maintain data continuity and ensure proper installation and calibration of the equipment post-construction.

Environmental and Regulatory Compliance

Permitting

Required permits include USACE 404, CDFW 1602, RWQCB 401, CVFPB encroachment, and Yolo Habitat Conservation approvals.

- » **USACE Section 404 Permit (Clean Water Act)**
Issued by the U.S. Army Corps of Engineers, this permit is required for the discharge of dredged or fill material into Waters of the United States, including wetlands, streams, and rivers. Projects involving grading, culvert installation, or bridge construction often trigger this permit. Depending on the scale and impact, the project may qualify for a Nationwide Permit (e.g., NWP 14 for linear transportation projects) or require an Individual Permit. A Preconstruction Notification (PCN) is typically submitted, including project descriptions, impact assessments, and mitigation plans.
- » **CDFW Section 1602 Streambed Alteration Agreement**
Required from the CDFW when a project proposes to divert, obstruct, or change the natural flow or bed, channel, or bank of any river, stream, or lake. The agreement makes certain that fish and wildlife resources are protected during and after construction. Application materials often include biological assessments, mitigation strategies, and habitat restoration plans.
- » **RWQCB Section 401 Water Quality Certification**
Issued by the Regional Water Quality Control Board, this certification is required for any activity that may result in a discharge into Waters of the State, ensuring compliance with state water quality standards. It is typically processed in conjunction with the USACE 404 permit. The application includes CEQA documentation, BMPs, and mitigation plans.
- » **CVFPB Encroachment Permit**
Required from the Central Valley Flood Protection Board for any work within designated floodways or levee systems under their jurisdiction. Our team will make sure that the project does not impair flood control functions or increase flood risk. Submittals include hydraulic analyses, engineering drawings, and coordination with the CA Department of Water Resources (DWR).

» **Yolo Habitat Conservation Plan/Natural Community Conservation Plan (HCP/NCCP) Approval**

Applies to projects within Yolo County that may impact species or habitats covered under the Yolo HCP/NCCP. Approval ensures compliance with federal and state endangered species laws through a streamlined permitting process. Requires submittal of a Yolo HCP/NCCP Reporting Form, impact assessments, and payment of mitigation fees or implementation of conservation measures.

Biological Monitoring

During tree removal and bridge demolition, biological monitoring will be conducted to identify and protect sensitive wildlife species, including nesting birds, bats, and other fauna potentially impacted by construction activities. Qualified biologists will perform pre-construction surveys and remain on-site during critical phases to observe and document wildlife presence and behavior.

Mitigation measures will be implemented to minimize disturbance and prevent habitat use in active work zones. These measures include:

- » Installation of exclusion netting over structures and vegetation to deter birds and bats from nesting or roosting prior to demolition.
- » Cavity filling to eliminate potential nesting or roosting sites.
- » Timing restrictions to avoid sensitive breeding seasons, particularly for protected avian and bat species.
- » Relocation protocols for any wildlife encountered during construction, in accordance with applicable environmental regulations and agency guidelines.

All monitoring and mitigation activities will be documented and reported to the appropriate regulatory agencies to maintain compliance and support environmental stewardship throughout the project lifecycle.



Swallow nests on the existing bridge

Hazardous Materials

When demolition activities risk disturbing hazardous substances such as lead and asbestos, construction management teams implement a multi-layered approach to protect workers, the public, and the environment. Here's how:

» **Pre-Demolition Environmental Review**

- Caltrans LAPM Compliance: Projects funded or overseen by Caltrans must follow the Local Assistance Procedures Manual (LAPM), which requires environmental clearance including hazardous materials assessments.
- Yolo County Coordination: Local agencies like Yolo County often partner with Caltrans District Local Assistance to ensure environmental documentation meets both state and federal standards.

» **Hazardous Materials Investigation**

- Lead and Asbestos Surveys: Before demolition, certified inspectors conduct surveys to identify lead-based paint, asbestos-containing materials (ACMs), and other hazardous substances.
- Documentation: Findings are documented in Hazardous Materials Reports, which are reviewed by Caltrans and local environmental agencies.

» **Abatement Planning and Execution**

- Licensed Contractors: Abatement must be performed by licensed professionals in accordance with Cal/OSHA and EPA regulations.
- Caltrans Oversight: For state right-of-way projects, Caltrans may require additional review and approval of abatement plans.

» **Worker and Public Safety**

- Site-Specific Health and Safety Plans (HASP): These are developed to address exposure risks and are reviewed by Caltrans Resident Engineers and Yolo County project managers.
- PPE and Training: Workers receive training on handling hazardous materials and are equipped with appropriate personal protective equipment.
- Demolition Execution
- Controlled Demolition Techniques: Wet methods and containment barriers are used to prevent airborne contamination.
- Monitoring: Air quality monitoring is conducted throughout the demolition phase to ensure compliance with exposure limits.

» **Waste Management**

- Hazardous Waste Disposal: Materials are transported to certified disposal facilities with full chain-of-custody documentation.
- Caltrans Documentation Standards: All disposal activities are logged in accordance with Caltrans Construction Manual requirements.

» **Post-Demolition Clearance**

- Final Clearance Testing: Conducted to confirm that the site is free of hazardous residues before construction resumes.
- Regulatory Sign-Off: Clearance reports are submitted to Caltrans and Yolo County for final approval.

Stakeholder Coordination

Adjacent Property Owners

Direct, in-person communication will be prioritized to maintain strong relationships with neighboring property owners throughout the duration of the project. The project team will proactively address any concerns related to construction activities, including the proximity of equipment, temporary fencing placement, and access to private property. These discussions will be conducted respectfully and with transparency to foster trust and minimize disruptions.

To facilitate open lines of communication and timely resolution of issues, dedicated contact information for project representatives will be provided to all adjacent property owners. This approach is intended to streamline communication, reduce misunderstandings, and prevent the need for escalation to county officials. Regular updates and availability for on-site discussions will further support a collaborative and responsive engagement process.

Public Access

Rafting access at Cache Creek near Rumsey Bridge will be subject to ongoing observation throughout the construction period. While public outreach is not included in the scope of work, the project team will monitor access points used by recreational rafters to identify any potential conflicts with construction activities or safety hazards. Observations will be documented and reported to the agency to support informed decision-making regarding temporary access restrictions or adjustments. This monitoring effort will focus on construction staging, equipment

movement, and creek diversion activities do not inadvertently obstruct or endanger public access to the creek. Coordination with the County may be required if rafting access is impacted during key phases of construction, particularly during in-channel work or seasonal restrictions.



Current access to Cache Creek will be maintained during construction

Tribal Consultation

Coordination with the Yoho Dehe Winton Tribe will follow established notification procedures in the event of cultural resource discoveries. We are familiar with engaging in tribal consultation and preparing protocols in the event if there are any cultural resources discoveries during excavation. In addition, we have internal liaison support is available.

Mark Thomas has demonstrated meaningful tribal consultation experience across multiple transportation and infrastructure projects. We have staff that has engaged in formal government-to-government consultations with tribes throughout California, integrating tribal perspectives into planning and environmental processes. In collaboration with tribal-focused consultants, Mark Thomas has supported projects involving tribal transportation funding and permitting, including work with the Yurok Tribe. Additionally, Michael has worked closely with representatives from the Yoho Dehe Winton Tribe on numerous projects on Solano County.

Optional Services & Scope Management

Resident Engineering

Optional tasks such as resident engineering may be proposed if cost-effective and within federal funding constraints. The Mark Thomas team can provide full CM services including constructability and biddability reviews prior to advertising, Advertise and Award services, and full resident engineering services pursuant to Sections 15-17 of the LAPM.

EXHIBIT C

SPECIALIZED EXPERIENCE & QUALIFICATIONS

CONSTRUCTION MANAGEMENT EXPERIENCE

Mark Thomas' construction management team is dedicated to delivering high-quality oversight for capital infrastructure and transportation improvement projects for local agencies. **Our team possesses extensive experience in managing a diverse range of construction projects including bridge replacements, freeway and interchange improvements, underground utilities, roadway improvements and widenings, and structures construction.** We are well-versed in Caltrans plans and specifications, the Caltrans LAPM, the Caltrans Construction Manual, and Caltrans Standard Plans and Specifications.

Additionally, the expertise and insights gained from Mark Thomas' extensive design work are seamlessly integrated into our construction management services, ensuring that every project benefits from our comprehensive knowledge and innovative solutions. Our combined expertise in design and construction management enables us to anticipate potential challenges and implement effective strategies, ensuring the successful and efficient completion of every project.

CONSTRUCTABILITY & BIDDABILITY REVIEWS

Our team brings a proven track record of conducting thorough constructability and biddability reviews for multiple complex transportation infrastructure projects. Alongside our experienced construction team, our proposed project manager, Michael Scott, will lead rigorous constructability and biddability reviews of the Rumsey Bridge project, verifying bid documents are clear, conflicts are identified early, and the project is positioned for efficient construction.

Our team proactively identifies and resolves construction challenges before they impact cost or schedule. We conduct field verifications, validate bid item quantities, and eliminate inconsistencies in contract documents. With expertise in staging, right of way, utilities, and structural constructability, we will help ensure a clear, efficient execution plan. By reviewing plans from a contractor's perspective, we strengthen specifications, reduce risks, and minimize change orders — verifying competitive bidding. We will also leverage our in-house design team to refine bid packages, ensuring plans meet engineering standards and align with real-world construction practices. Our team will provide constructability reviews that optimize project delivery, control costs, and facilitate a seamless construction process.



Ryan performed construction inspection services on the Eastside Road Bridge over Olney Creek in Redding

INNOVATIONS & ENHANCEMENTS

Drawing from lessons learned on previous projects, we have identified the following procedural and technical innovations, along with key enhancements, to effectively address the unique challenges and complexities of your project. Please see innovations and enhancements for "Utility Coordination", "Traffic Safety" and "Public Outreach" in the Special Issues section.

CMIS

Our team is proposing to utilize CMIS for submission of all data and documents throughout the duration of the contract. CMIS is a web-based project management system, used to create, share, and review construction management documentation in real-time. CMIS will be provided at no cost to the County and can be made available to all project stakeholders including the contractor, Caltrans, and any other consultants at the County's discretion.

CMIS conforms to Caltrans Construction Manual and the LAPM requirements to facilitate electronic exchange of information, automation of key processes, electronic notification of project activity, and overall management of contract documentation including all project files, submittals, RFIs, weekly statement of working days, inspector daily reports, contract change orders, pay estimate requests, and more. By enabling inspectors to submit reports, upload photos, and complete other administrative tasks without traveling to the project office, they can stay on-site to closely monitor and oversee the progress of the work. As we have on other projects, the use of CMIS for contract administration can be written into the special provisions during the constructability review and combined with County procedures to streamline project coordination workflows between all stakeholders.



eConstruction Integration

Implementing eConstruction on your project will streamline processes, enhance collaboration, and improve efficiency by transitioning from traditional paper-based workflows to digital tools. It enables real-time sharing of updates, documents, and data, ensuring that all team members have access to the most current information, regardless of location. This approach reduces administrative costs, minimizes errors, and enhances transparency through automated audit trails and comprehensive reporting. eConstruction also supports better quality control by allowing field documentation, punch list management, and data analytics to be integrated seamlessly into project workflows. Additionally, it simplifies compliance with regulatory requirements, promotes sustainability by reducing paper waste, and facilitates a smooth handover with organized digital as-builts and reports. Our team is very familiar with the eConstruction procedures to accelerate project delivery, lower costs, and enhance the quality and accountability of your project.



Temporary Creek Diversion System Eastside Road Bridge

Fieldwire

Fieldwire will be an invaluable tool on your project by streamlining communication, task management, and document sharing. It allows Michael and our team to access and update project plans in real time, confirming that all stakeholders are working with the latest information. Fieldwire enables our team to annotate plans, upload photos, and document progress directly from the field, helping to identify and address issues quickly. Tasks can be assigned, prioritized, and tracked, keeping work on schedule and reducing delays. Fieldwire also facilitates punch list management and resolution, ensuring quality standards are met efficiently. Additionally, with centralized storage as-built records, Fieldwire simplifies compliance and handover processes, making it an essential tool for managing the complexities of your project.



Drones

Our team has an in-house DJI Mavic 3 enterprise real-time kinematic (RTK) drone system that permits us to survey remote locations and perform volumetric surveys of construction materials. For your project, the drone can be utilized to document site changes over time. Digital mapping can be generated to calculate volumes and create orthographic photos. Even if digital mapping is not required, aerial photos of the site can still be captured for visual documentation purposes. The drone utilizes RTK corrections in real-time allowing for minimal ground control.



Light Detection and Ranging (LiDAR)

Another technological tool our team can deploy to document and identify changes to the topography and calculate volumes is a Mobile Terrestrial Laser Scanner (MTLS). Mounted to a truck, the Trimble MX-50 has LiDAR collection in conjunction with precision accelerometers and GPS sensors to provide an accurate, digital point cloud in three dimensions.

WORK PLAN EXECUTION

Strong project management is the key to successful project delivery. At Mark Thomas, we understand that your staff is busy. Our team will keep you informed of progress, decisions needed, and milestones that require County input. Instrumental to this process is maintaining a consistent core team throughout the life of the contract. This commitment creates a high level of familiarity, accessibility, and responsiveness to the County; creating a relationship where we function as an extension of your staff. County feedback, comments, and suggestions will be communicated at the appropriate level to foster efficiency and teamwork.

We have thoroughly reviewed the Scope of Services identified in your RFP and as we have on other projects, our team will deliver your project in accordance with the services listed. The backbone of our plan is based upon the Caltrans Construction Manual and LAPM along with the County's Quality Management Work Plan (QMWP).

Quality Control

At Mark Thomas, quality is not just a priority, it's our standard. Our dedicated team is committed to making sure that all services and deliverables meet the highest level of excellence. We will follow the requirements outlined in the County's QMWP and the applicable Caltrans manuals including the LAPM and Construction Manual, while seamlessly incorporating the specifications of the construction contract documents and our agreement with the County. Our construction inspectors will serve as our vigilant daily observers in the field, forming the base level of quality control. They will proactively identify conflicts, errors, and other construction challenges that may not have surfaced during the constructability and biddability reviews. Addressing these issues early prevents delays, claims, and disruptions to contractor activities.

Effective leadership will be essential to maintaining our high standards, and we are dedicated to being responsive to the County's needs. Our in-depth understanding of the County's requirements allows us to thoughtfully align proposed staff with your specific needs. Additionally, we will ensure all team members, including subconsultants, remain up to date on critical training such as safety, environmental, structure construction, pavement construction, traffic control, SWPPP, and other Caltrans procedures. Most importantly, Michael will oversee the delivery of all services to the County, maintaining a cohesive, integrated approach to quality management. Quality control meetings and procedures per the contract documents will be embedded into our daily workflows, schedules, and cost management. This structured and systematic approach means that quality will remain a core focus throughout the lifecycle of your project, resulting in exceptional outcomes.



EXPERIENCE PERFORMING SIMILAR WORK



I-680/Stoneridge Drive Interchange, Costco Wholesale, Pleasanton

Mark Thomas is providing CM and inspection services for this \$28 million project for Costco Wholesale in cooperation with the City of Pleasanton. The project includes widening of the NB I-680 on-ramp from Stoneridge Drive over an environmentally sensitive creek and other offsite improvements along Johnson Drive and Stoneridge associated with the Johnson Drive Economic Development Zone (EDZ) which included a new Costco. The project also includes two retaining walls, three new signalized intersections, reconfiguration of an existing signalized intersection, ramp metering, roadway structural section widening and reconstruction, and concrete flatwork.

Mark Thomas was responsible for overall contract administration and quality assurance. We managed constructability and biddability reviews, bid management, the development and implementation of eConstruction procedures, and the Local Agency Source Inspection Quality Management Plan.

Construction is estimated to be completed in May 2026.

Relevance to the project

- » Caltrans
- » Coordination
- » Large Diameter Cast in Drill Hole Piling
- » At Grade Intersections
- » Utility Coordination
- » Bridges / Retaining Walls
- » Clearing and Grubbing
- » Earthwork
- » Public Relations
- » SWPPP
- » HMA Paving
- » Drainage
- » Source Inspection
- » Traffic Control
- » Environmental
- » Electrical
- » Stormwater Detention Basin
- » Constructability/ Biddability Review

Staff

- » Ryan George (Construction Inspector)
- » Travis Bohan (Project Surveyor)

Client Reference

Jenifer Murillo
Director
Costco Wholesale
(714) 978-5027



SR 132 Phase 1, Stanislaus County

While at a previous firm, Michael Scott was the resident engineer who provided full construction management services on this \$90M project to construct a new access-controlled freeway will consist of two lanes separated by a median divider. The project includes four cast-in-place post tensioned box girder bridges, some of which were founded on large diameter deep CIPH piles. As part of this federally funded project local roadways were reconstructed to form a new 3-lane roadway between Maze and Kansas Avenue. Maze Boulevard (SR132) from Dakota east to SR99 was be relinquished back to the City and County following completion of the project.

Relevance to the project

- » Federally Funded Construction
- » Caltrans » Post Tensioning
- » Coordination » Adjacent
- » New Bridge Property Owner
- » Alignment Coordination
- » Large Diameter » Environmental/
- » Cast in Drill Hole Protected Species
- » Piling » Utilities
- » Gamma-Gamma » Constructability/
- » Testing Biddability Review
- » Box Girder Bridge

Staff

- » Michael Scott (RE)
- » Rob Hill (Materials Testing Manager)
- » Ryan George (Construction Inspector)
- » Indy Chadha (Structures Representative)

Client Reference

Gary Mohler (Formerly with City of Modesto)
Associate Engineer
Stanislaus County
(209) 525-7501

County Road 67 Bridge Replacement, Glenn County

Glenn County is replacing four structurally deficient or functionally obsolete bridges within a one-mile corridor of County Road 67 between County Road Z and the Butte County Line over two seasons: Season 1 included Bridge No. 11C-0017 and Bridge No. 11C-0179 while Season 2 included Bridge No. 11C-0015 and Bridge No. 11C-0016. The project included the demolition of four existing concrete bridges, the construction of four new slab bridges spanning 40ft to 500ft using precast/prestressed concrete piles, reconstructed approaches, roadway improvements, and drainage improvements. The project required compliance with Caltrans Specifications, Source Inspection, Temporary Creek Diversions, compliance with environmental documents for plants and regulated species, and a closure of County Road 67 from County Road Z to Aguas Frias, maintaining agricultural field access for farmer harvest operations.

I-80/I-680 Interchange Program, Solano Transportation Authority

Wille at another firm, Michael was the Construction Manager or Resident Engineer/ Structure Representative on nine separate construction projects for the I80/680 Interchange, including the Green Valley Creek Bridge Widening and North Connector Projects. Michael provided full AAA services for all nine projects. The Green Valley Bridge project consisted of widening Green Valley Creek Bridge by 12' over Green Valley Creek. The project is located in an environmentally sensitive creek with red legged frog habitat. The bridge is a 4 span slab bridge founded on spread footings. In addition to the bridge widening, this project consists of channel reconstruction, highway widening, and highway lighting. The North Connector (East Segment) generally consists of constructing a new 2.1 mile four-lane divided expressway from Suisun Creek to Abernathy Road through new alignment, signal and ramp modifications at Chadbourne and SR 12, and ramp and signal modifications at Suisun Valley Road I80. Michael's responsibilities include constructability and biddability reviews, Bid Management, utility coordination, reviewing construction processes, negotiating change orders, coordinating scheduling and reviewing claims. He has also reviewed traffic safety plans, payments, and evaluated other construction management issues. Michael also was the CM or RE for North Connector Phase 1 project, Rockville Road Waterline Project, Conner Demo, Cordelia CVEF Demo, Cordelia WB and EB CVEF Tree Removal Projects, SID Relocation Project, Mitigation/Planting Contract, Susin City Transportation Mobility Hub Susin Train Station Lighting and Bush Shelter Improvements, and SR 37 Fairgrounds Interchange Project.

Relevance to the project

- » Caltrans Specifications
- » Utility Coordination
- » Bridges / Retaining Walls
- » Clearing and Grubbing
- » Earthwork
- » Public Relations
- » SWPPP
- » HMA Paving
- » Drainage
- » Source Inspection
- » Traffic Control
- » Environmental
- » Temporary Creek Diversion
- » Bride Demolition

Key Staff

- » Rob Nelson (ARE/SR)
- » Rob Hill (Construction Project Manager)

Client Reference

Kevin Cook-Gutierrez
 Agency Project Manager
 (530) 934-6530

Relevance to the project

- » Caltrans Specifications
- » Utility Coordination
- » Bridges / Retaining Walls
- » Clearing and Grubbing
- » Earthwork
- » Public Relations
- » SWPPP
- » HMA Paving
- » Drainage
- » Source Inspection
- » Traffic Control
- » Environmental
- » Temporary Creek Diversion
- » Bride Demolition

Key Staff

- » Michael Scott (Construction Project Manager)

Client Reference

Janet Adams
 Director of Projects (Retired)
 (707) 580-0536

Yerba Buena Island Westbound I-80 Ramps, San Francisco

While at another firm, Michael was the construction manager and resident engineer for the YBI Ramps Improvements project, which provided much needed safety and operations improvements by replacing existing westbound off- and on-ramps with new off- and on-ramps at the new San Francisco Oakland–Bay Bridge.

The YBI Ramps Improvement project consisted of construction of five new bridge structures, including CIP concrete, post tensioned CIP concrete, and prestressed steel box beam girder.

Foundations for the bridges consisted of driven and CIDH piling up to 6 feet in diameter. The bridges varied in height from 30 feet to over 200 feet above existing grade. The project also consisted of the construction of two retaining walls; widening existing roadways; and new striping, signage and lighting. In addition to improvements of these local roads, temporary detour roads were constructed to provide better access around the island during the construction. Access during the project was critical for adjacent construction contracts and the U.S. Coast Guard. The project also included relocation of Quarters 10 and Building 267 to Clipper Cove to be utilized for future public recreation.

Relevance to the project

- » Caltrans Specifications
- » Structure Demolition
- » Structure Construction
- » Utility Coordination
- » Clearing and Grubbing
- » Earthwork
- » Public Relations
- » SWPPP
- » HMA Paving
- » Drainage
- » Source Inspection
- » Traffic Control
- » Environmental
- » Electrical
- » CIDH Piling

Key Staff

- » Michael Scott (Construction Manager)
- » Indy Chadha (Structures Technical Support)

Client Reference

Eric Cordoba, PE
(Former SFCTA Deputy Director and PM)
Project Manager
(925) 408-8585

Eastside Road Bridge, Redding

Mark Thomas is providing inspection and materials testing services for for the Eastside Road Bridge Over Olney Creek Project. This project that includes a cast-in-place reinforced concrete slab bridge for Eastside Road to provide two 12-foot travel lanes with 8-foot shoulders and a 7-foot wide Type 732SW sidewalk and barrier on each side. The bridge will be 54-feet wide and includes road approaches, minor concrete work, fencing, removal of 12-inch Asbestos Concrete Pipe, PG&E Gas Main relocation coordination, and over 400-feet of 12-inch ductile iron waterline and valves.

Relevance to the project

- » Caltrans Specifications
- » Structure Demolition
- » Structure Construction
- » Utility Coordination
- » Clearing and Grubbing
- » Earthwork
- » Public Relations
- » SWPPP
- » HMA Paving
- » Drainage
- » Source Inspection
- » Traffic Control
- » Environmental
- » Electrical

Key Staff

- » Ryan George (Construction Inspector)

Client Reference

Nick Visconti
Construction Manager
(530) 225-4582

ADDITIONAL CM PROJECTS

Project	Client	Relevance										
		Roadway	Structures	Utilities	Construction Management	Inspections	Office Engineering	Plan Checking	Quality Assurance	Claims Mitigation Support	State/Federal Funding	Local Funding
Dogtown Road over French Gulch Bridge Replacement	Calaveras County	●	●		●	●			●	●	●	●
On-Call Construction Management	City of Roseville	●	●	●	●	●	●	●	●	●	●	●
On-Call Construction Management	City of Sacramento	●	●	●	●	●	●	●	●	●	●	●
SR 99/Fulkerth Road Widening	City of Turlock	●	●	●	●	●	●	●	●	●	●	●
On-Call Construction Management	Contra Costa County	●	●	●	●	●	●	●	●	●	●	●
Yosemite Avenue Reconstruction, Main Street to Cottage Avenue	City of Manteca	●		●	●	●	●	●	●	●	●	●
On-Call Construction Management	Sonoma County	●	●	●	●	●	●	●	●	●	●	●
Olivehurst Roadway Climate Resiliency Project	County of Yuba	●		●	●	●	●	●	●	●	●	●
Wilbur Avenue Bridge Widening*	City of Antioch	●	●	●	●	●	●	●	●	●	●	●
Yerba Buena Island West Side Bridges Project*	San Francisco County Transportation Authority	●	●	●	●	●	●	●	●	●	●	●
Sperry Road/French Camp Interchange Project*	City of Stockton	●	●	●	●	●	●	●	●	●	●	●
7th Street Grade Separation Project*	Alameda County Transportation Authority	●	●	●	●	●	●	●	●	●	●	●
Richmond San Rafael Bridge Access Improvement Project*	Bay Area Toll Authority	●	●	●	●	●	●	●	●			●
State Route 4 Bypass Segments 1 & 3*	SR 4 Bypass Authority	●	●	●	●	●	●	●	●			●
Pole Line Road Overcrossing*	City of Davis	●	●	●	●	●	●	●	●	●	●	●
Arden Garden Connector Project*	City of Sacramento	●	●	●	●	●	●	●	●	●	●	●

*Performed by team members while at another firm

EXHIBIT D

PROJECT TEAM

PROJECT TEAM

Supporting our key personnel is a highly skilled project team with extensive experience and qualifications in various aspects of construction management. A summary of our key team member's qualifications is provided below, and detailed resumes can be found in the appendix.

MEET OUR CONSTRUCTION MANAGER



Michael Scott, PE, QSD

- » 33 years of experience managing and delivering large-scale, multi-stakeholder projects.
- » Expertise includes complex stage construction, environmental constraints, partnering, multi-use facilities, traffic management, and structures like cast-in-place post-tensioned bridges and retaining walls.
- » Familiarity with the County's procedures and personnel allows efficient coordination and issue resolution.
- » In-depth knowledge of the Caltrans Construction Manual and LAPM, making him highly effective in contract administration, quality assurance, and compliance monitoring.
- » Hands-on experience in field inspections, proactively identifying and resolving potential conflicts, ensuring adherence to construction quality and safety compliance standards, and overseeing complex construction techniques.

75%
Availability

33
Years of
experience



Uniquely
advanced in CMIS
dashboard-driven
processes

Regulatory & Compliance Knowledge

Michael has a thorough understanding of federal, state, and local regulatory requirements, including prevailing wage laws and environmental compliance standards. His extensive involvement in environmental monitoring and public outreach on sensitive projects verifies that all work adheres to applicable laws and minimizes environmental impact.

Communication & Leadership

Michael is an exceptional communicator and leader, with a proven ability to coordinate between project stakeholders, including regulatory agencies, contractors, and public entities. He has successfully led teams, addressed field issues and verifies alignment with project objectives. His commitment to partnering, quality assurance, and responsiveness makes him a trusted advisor to project owners and the community alike.

Michael will utilize CM software such as CMIS and Fieldwire to enable seamless project execution and digital documentation management. Additionally, his expertise in eConstruction, an electronic administration delivery process utilized by the Federal Highway Administration, allows him to implement modern project tracking and reporting tools that enhance project efficiency.



Crawford & Associates, Inc.

Geotechnical & Material Testing

Firm Contact Person:

Rob Hill, Director of Construction Services
r.hill@crawford-inc.com
(209) 996-1353

Crawford & Associates, Inc. (Crawford) is a California-based Small Business Geotechnical Engineering firm (Certification ID: 1744908) specializing in public works infrastructure including bridges, roadways, and water resource facilities. Established in 2012, Crawford has grown to a team of more than 70 professionals, including California-registered Civil, Geotechnical, and Structural Engineers, Engineering Geologists, and Certified Inspectors, with offices in Sacramento, Chico, Eureka, Modesto, Santa Rosa, Ukiah, and Seattle.

Their core services include:

- » Geotechnical Engineering & Foundation Design
- » Construction Materials Testing
- » Special Inspection Services
- » Construction Observation
- » Environmental Consulting & Laboratory Testing

They maintain an **in-house AASHTO- and Caltrans-certified materials testing laboratory**, performing soil classification and compaction testing, aggregate base analysis, asphalt and concrete strength testing, and rebar and weld inspection in accordance with ACI and ASTM standards. Crawford's field technicians and inspectors are certified by ACI, ICC, and Caltrans for laboratory and field testing and inspection.

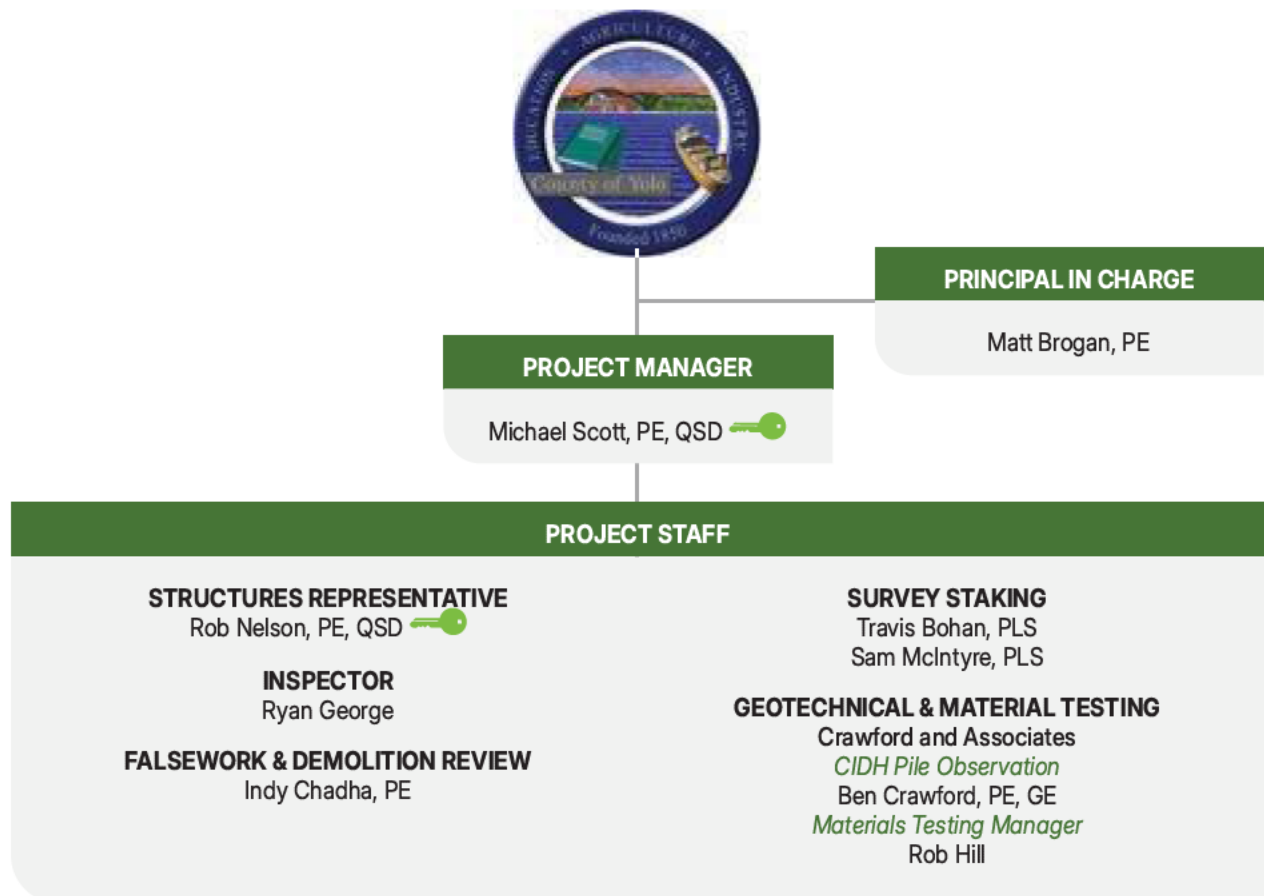
Over the past 30 years, Crawford's staff have provided engineering and inspection services for hundreds of **federally funded bridge and roadway projects** throughout California. Our approach emphasizes practical, constructible solutions that help public agencies manage risk, ensure compliance, and deliver durable infrastructure.

Their corporate office is located at 4701 Freeport Boulevard in Sacramento, CA.



ORGANIZATIONAL CHART

We have hand-selected our key and project staff to provide the County with a well-rounded and diverse team that brings extensive experience in the delivery of interchange, highway, roadway improvements and bridge projects. Our key team members assigned to this project will remain throughout the project and will not be removed, replaced or changed during the course of the project without prior written concurrence of the County. **Michael Scott, PE, QSD will be the County's main point of contact throughout the contract duration. Michael and Rob will be our key personnel in charge of the scope of services.**

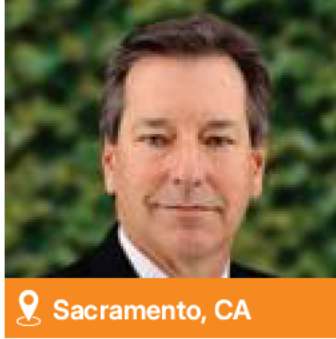


Staff Responsibilities, Availability, & Qualifications

Responsibilities + Involvement	Staff	No. Years Experience	AVAILABILITY (%)	
			2026	2027
Principal in Charge	Matt Brogan, PE	26	30%	30%
Project Manager	Michael Scott, PE, QSD	33	75%	75%
Structure Representative	Robert Nelson, PE, QSD	10	100%	100%
Inspector	Ryan George	29	100%	100%
Falsework & Demolition Review	Indy Chadha, PE	42	75%	75%
Survey Staking	Travis Bohan, PLS	19	50%	50%
	Sam McIntyre, PLS	17	50%	50%
Geotechnical & Material Testing (Crawford)	Ben Crawford, PE, GE	23	45%	45%
	Rob Hill	22	65%	65%



I-680/Stoneridge Drive Interchange Improvements



MICHAEL SCOTT, PE, QSD,

Project Manager

EDUCATION

MBA in Business Administration, University of Phoenix, 1999
BS in Civil Engineering, California State University at San Jose, 1993

REGISTRATION

CA PE 56102
CA QSD C56102

Michael has over 33 years of successful experience in construction management business development and project delivery for highway, bikeway, bridge, and rail projects. He has been a Project Manager, Construction Manager, Resident Engineer and Structures Representative on numerous high-profile design-bid-build and Construction Manager/General Contractor projects. Michael is considered an expert in constructability and biddability reviews, performing reviews for Caltrans, San Francisco County Transportation Authority, Contra Costa Transportation Authority, Alameda County Transportation Authority, Solano Transportation Authority, City of Antioch, and the State Route 4 Bypass Authority. Michael has a long and proven track record of successfully delivering projects to various agencies focusing on schedule, budget and quality.

REPRESENTATIVE PROJECTS

SR 132 Phase 1, Stanislaus County

While at a previous firm, Michael was the resident engineer for the \$92M access-controlled freeway that extended from Dakota Avenue in rural Stanislaus County east to its connection with SR 99 and Needham Street in the City of Modesto. The project was designed to improve regional and interregional circulation, relieve traffic congestion along SR 132 (Maze Boulevard), and enhance operations on one of the most important east-west routes in the Central Valley. The new freeway consisted of two lanes separated by a median divider. Access to SR 99 was provided via east-west couplets. Dakota Avenue was reconstructed to form a new three-lane roadway between Maze Boulevard and Kansas Avenue. A pump station and four new bridges were constructed, including a new overcrossing of SR 99.

SR 4/Sand Creek Interchange Four-Lane Widening Project, Phase 1, Brentwood

While at a previous firm, Michael was the Construction Manager on this \$30M project which consisted of 4 new bridge structures on Caltrans ROW. Three of the structures are cast in place, post tensioned box girder bridges spanning city streets. The fourth bridge is a precast box beam bridge with variable length and skews that spans the environmentally sensitive Sand Creek. The bridges are founded on driven or CIDH piling. In addition to the structures, the project included

over 2.5 miles of new roadway alignment, two new signalized intersections, TOS systems and nearly 300,000 cubic yards of imported borrow. This project was the first local agency project in the State that required the local agency to develop and implement a Source Inspection Quality Management Plan for performance of source inspection of commercial materials. This project completed ahead of schedule and under budget, with sufficient remaining funds to allow the construction of the Phase 2 of the Sand Creek Interchange.

Yerba Buena Island West Side Bridges Seismic Retrofit, San Francisco

While at a previous firm, Michael was the construction manager for the \$115M project to replace or retrofit eight sidehill viaducts on the west side of Yerba Buena Island, along Treasure Island Road just north of the San Francisco-Oakland Bay Bridge. The project covered both existing bridge structures and segments of at-grade roadway between the bridge and approximately 2,000 feet northward. Built between 1937 and 1964, the bridges were seismically deficient and required comprehensive upgrades. Michael provided cost estimating, constructability reviews, and design-phase support, then led construction management during execution. The project involved six new retaining walls (tieback, soil nail, and Type 1), steel bridge retrofits, bridge demolitions, and a new uncrossing structure.



 Sacramento, CA

ROB NELSON, PE, QSD

Structure Representative

EDUCATION

BS in Civil Engineering, California State University, Chico, 2017
Caltrans Resident Engineer Academy, 2024

REGISTRATION

CA PE C92299
CA QSD 27904

Robert has 10 years of experience in construction, design and project management. He is well versed in all aspects of civil construction projects including design, construction, permitting, California LAPM compliance, change order management, constructability reviews, and site inspections. He can provide guidance and direct oversight for task tracking and documentation. Robert is proficient in construction project management software including CMiS, P6, AutoCAD, StormCAD, BAHM, Revit, Excel, Bluebeam Revu, and CMiS.

REPRESENTATIVE PROJECTS

County Road 67 Bridge Replacement, Glenn County

While at a previous firm, Rob was the assistant resident engineer/structures representative for four bridge replacements in Glenn County. The bridges were structurally deficient or functionally obsolete bridges within a one-mile corridor of County Road 67 between County Road Z and the Butte County Line in two phases. Additional content on this project is located in the Exhibit C in the Experience Performing Similar Work section.

Costco Baseline Marketplace Off-Site Improvements, Roseville

Resident engineer for roadway plan development for the proposed Costco site at the northwest corner of Baseline Road and Fiddymont Road (site also known as Baseline Market Place). Scope includes pre-screening the work to verify the work passes City inspection and document review to reduce costly rework and lost time. This project entails roadway plan development for the proposed Costco site with CM services that includes monitoring the work to enhance responsible use of time and budget by the contractor. This consists of evaluating change orders, coordinate RFIs, verify proper coordination with outside entities, monitor site safety, and monitor the work to verify complete and accurate records for City reimbursement through various development reimbursement agreements. Scope of work includes the evaluation of offsite improvements associated with the proposed new Costco site and roadway improvement plans will consist of improvement plans for Baseline Road Segments 1, 2 and 3; Fiddymont Road Frontage

between Baseline Road and San Fernando Drive; Pavilion Drive; Upland Drive; and San Fernando Drive.

Dogtown Road Bridge, Calaveras County

Structures representative for all structure-related work for this project to replace the existing bridge over French Gulch on Dogtown Road and improve the roadway. The replacement bridge will be a single-span, 36-foot-long by 27-foot-wide cast-in-place reinforced concrete slab bridge. The improved structure will accommodate two 10-foot lanes with two-foot shoulders and barrier rails. The roadway approaches will be raised to meet the new bridge structure elevation, and approximately 300 feet of roadway to the north and south of the bridge will be improved. Stage construction will be implemented to maintain traffic operations throughout construction. This project follows the Caltrans Construction Manual (CCM), other documents referenced in the CCM, and procedures for federal aid projects. Responsibilities include calculating and accepting the design and construction of temporary structures; review of structure-related submittals; accepting or rejecting work of the Contractor based on conformance with the construction contract documents and site inspection to verify compliance with contract documents.



RYAN GEORGE

Roadway & Structure Inspector

EDUCATION

BS in Civil Engineering, California State University, Chico, 2017
Caltrans Resident Engineer Academy, 2024

REGISTRATION

CA PE C92299
CA QSD 27904

Robert has 10 years of experience in construction, design and project management. He is well versed in all aspects of civil construction projects including design, construction, permitting, California LAPM compliance, change order management, constructability reviews, and site inspections. He can provide guidance and direct oversight for task tracking and documentation. Robert is proficient in construction project management software including CMiS, P6, AutoCAD, StormCAD, BAHM, Revit, Excel, Bluebeam Revu, and CMiS.

REPRESENTATIVE PROJECTS

Eastside Road Bridge, Redding

Construction inspector for this project that includes a cast-in-place reinforced concrete slab bridge for Eastside Road to provide two 12-foot travel lanes with 8-foot shoulders and a 7-foot-wide Type 732SW sidewalk and barrier on each side. The bridge will be 54-feet wide and includes road approaches, minor concrete work, fencing, removal of 12 inch Asbestos Concrete Pipe, PG&E Gas Main relocation coordination, and over 400 feet of 12 inch ductile iron waterline and valves.

I-680/Stoneridge Drive Interchange, Costco Wholesale, Pleasanton

Construction inspector for the widening of Stoneridge Drive from east of the I-680/Stoneridge NB off-ramp intersection to east of Johnson Drive. This will help accommodate lane configuration improvements at the NB I-680 off-ramp intersection and at Johnson Drive as well as accommodate bike lanes and a widened sidewalk; widening of the NB on-ramp from one to two mixed flow lanes and addition of a new ramp structure over the Alameda County Flood Control District 7 flood control channel; and widening the north leg of Johnson Drive at the intersection of Stoneridge Drive to accommodate the ultimate intersection lane configuration.

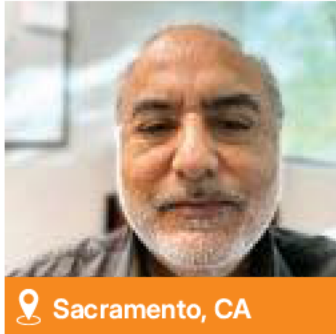
SR 132 Phase 1, Stanislaus County

While at a previous firm, Ryan was the lead inspector for this \$100M+ project. Prior to construction commencing, Ryan assisted in constructability reviews involving the construction of a two-lane expressway with full access control

and grade separations at intersections between North Dakota Avenue to SR 99. Some of the major improvements consist of the construction of two new bridge over crossings and two new bridges under crossings, a pump station, seven retaining walls, four separate sound walls, eight storm water detention basins, and over three miles of new two-lane divided expressway alignment.

Cypress Bridge Replacement, Redding

While with a previous firm, Ryan was office engineer/SWPPP/environmental monitor on this \$65M bridge replacement project. The Project consists of replacing the two existing two-lane steel girder bridges over the Sacramento River with a new six-lane cast-in-place pre-stressed concrete box girder bridge on CIDH pile foundations. Project elements included driven pile and spread footing foundations, PTFE spherical bearings, architectural treatments, elliptical bridge lanterns at pedestrian overlooks, accent lighting on the bridge overhangs and abutments, retaining walls, earthwork, roadway widening with AC paving and PCC curb, gutter and sidewalk, signalized intersections, a water line, a gravity sewer line, multiple utility installations and relocations, RCP drainage systems, environmental constraints, traffic handling, safety lighting and signage, landscaping, community relations, and multiple permit agency coordination.



 Sacramento, CA

INDY CHADHA, PE

Falsework & Demolition Review

EDUCATION

BS in Civil Engineering, 1983

REGISTRATION

CA PE C52136

CERTIFICATION

American Railway Engineering and Maintenance-of-Way Association (AREMA)

Indy has 42 years of experience overseeing the compliance of construction contract work on bridge, highway, railroad and major public works projects for construction management firms and public agencies. He has managed various projects involving work on state buildings, road widening, drainage structures, new road sections and ramps, RCB Box culverts along with various types of bridge structures including cast-in-place box girders, steel and precast girders, with drilled shaft foundations as well on driven pile spread footings, multiple frames with hinges during different stages. He has also worked on various types of bridges and retaining walls with spread footing or with footings on driven piles. Indy has performed constructability reviews of building, road and bridge projects, and coordinates with the design EOR to clarify and resolve issues.

REPRESENTATIVE PROJECTS

I-680 HOV Completion and Express Lanes Contra Costa County,

While at another firm, Indy was the structures representative and structural materials representative on this federally funded \$75 million project for the Contra Costa Transportation Authority. The project consists of 5 miles of highway widening with a RHMA-O overlay and 17 miles of conversion from HOV Lanes to Express Lanes with one bridge widening, six retaining walls, 17 overhead sign structures, and four overhead card reader signal poles. In addition, the project includes 22 new electrical service points, reconfiguration of an existing signalized intersection, ramp metering, realignment of a loop on-ramp, and the relocation of the Backhaul (fiber optic) Communication Network. Indy was responsible for the supervision and construction of MSE Walls, Soil Nail Wall and Type 1 Walls, sign structures at various locations (tubular and truss mounted), bridge widening (South Main Street Undercrossing Widening) and sound walls at various locations. He is also responsible for source inspection of various materials and schedule inspection and compiling tests results into monthly reports for the RE.

25th Avenue Grade Separation, San Carlos

While at another firm, Indy was the assistant resident engineer on this project which includes construction of approximately one mile of new railroad grade-separation, from Hillsdale Avenue,

to SR-92, in San Mateo, California by partially raising the rails in a lightweight-cellular-concrete filled MSE wall, partially depressing the existing road at 25th Avenue, and constructing two new road connections at 28th and 31st Avenues. The grade crossings require the installation of two new concrete precast bridges and one steel bridge. The bridges will be supported by CIDH and cast-in-place abutments and center columns. In addition, the project will construct a new elevated, center-board, Caltrain station, with access from 28th avenue, as well as from a two-cell cast-in-place pedestrian viaduct.

Wilbur Avenue Bridge Overcrossing, Antioch

While at another firm, Indy was the structures representative on this project which widens the existing Wilbur Avenue Bridge and adjacent roadway between Minaker Drive to approximately 1000 feet east of the existing Wilbur Avenue Overcrossing. The project spans over two live rail lines operated by Burlington Northern Santa Fe Railroad which are also utilized by Amtrak for passenger rail service. The project is a federally funded Highway Bridge Replacement and Rehabilitation project that will be constructed to Caltrans Standards.



📍 Sacramento, CA

TRAVIS BOHAN, PLS

Survey Staking

EDUCATION

BS in Civil and Geomatics Engineering, 2009

REGISTRATION

CA PLS 8965

RELEVANT PROJECT EXPERIENCE

- » I-680/Stoneridge Drive Interchange, Costco Wholesale, Pleasanton
- » Bolinas Lagoon, Marin County
- » Highway 1 Auxiliary Lanes - 41st to Soquel & Chanticleer Pedestrian Bridge, Santa Cruz



📍 Sacramento, CA

SAM MCINTYRE, PLS

Survey Staking

EDUCATION

BS in Geomatics Engineering, 2014

REGISTRATION

CA PLS 9313

RELEVANT PROJECT EXPERIENCE

- » Three Bridge Replacements (CR 96 & CR 49), Yolo County
- » Survey for I St Bridge & Rivers, West Sacramento
- » I Street Bridge Replacement Sacramento
- » 7th Street Bridge over Tuolumne River Replacement, Modesto



📍 Sacramento, CA

BEN CRAWFORD, PE, GE

CIDH Pile Observation

EDUCATION

BS in Civil Engineering, 2002

REGISTRATION

CA PE 68457
CA GE 2861

RELEVANT PROJECT EXPERIENCE

- » Midway Bridge across Butte Creek Replacement, Butte County
- » Woodward Island Bridge and Ferry Ramp, San Joaquin County
- » Hickman Road Bridge Replacement over Tuolumne River, Stanislaus County



📍 Sacramento, CA

ROB HILL

Materials Testing Manager

REGISTRATION

Nuclear Gauge Operator Training, #14262
Certified F-Number technician, #AF1155146

RELEVANT PROJECT EXPERIENCE

- » County Road 67 Bridges Replacement Project, Glenn County
- » Cotta Road Bridge Replacement CMS, San Joaquin County
- » Lime Kiln Road Bridge Replacement CM, Tuolumne County

EXHIBIT E

FAMILIARITY WITH STATE & FEDERAL PROCEDURES

Our team is knowledgeable of the Caltrans LAPM and Caltrans Construction Manual. We are experienced administering construction projects following Chapters 15-17 of the LAPM. Specifically, Chapter 16 "Administer Construction Contracts" provides the standard policies and procedures that are required for administering federally funded projects, including advertising and bidding, project supervision and inspection, document control, labor compliance, quality assurance testing, environmental compliance, and project closeout procedures. **All personnel are knowledgeable of and comply with all applicable local, state, and federal regulations. Our team will cooperate and consult with the County, Caltrans, and permitting agencies during the course of the Project.**

Caltrans Construction Process & Federal Funding Procedures

Mark Thomas has worked closely with local agencies in implementing transportation projects both on and off the state highway systems. Many of these projects have been federally funded through programs such as the HBP, ATP, Highway Safety Improvement Program, Congestion Mitigation and Air Quality program, and Surface Transportation Block Grant program.

In the last 10 years, Mark Thomas has focused on the delivery of projects involving HBP funding, including work on more than 50 HBP-funded projects. We are working on HBP funded projects in Districts 1, 3, 4, 5, 10, and 12. These projects involve an integrated approach that requires coordination with client staff, Caltrans and other technical disciplines, coordination with resource and permitting agencies, and public outreach. We administer construction projects following Chapters 15, 16, and 17 of the LAPM. Specifically, Chapter 16 "Administer Construction Contracts" provides the standard policies and procedures that are required for administering federally funded projects, including advertising and bidding, project supervision and inspection, document control, labor compliance, quality assurance testing, environmental compliance, and project closeout procedures. We offer the County an in-depth understanding of the processes, requirements and issues specific to HBP funded projects.

In addition to Caltrans funded projects, we are also experienced in managing state and federally funded projects from the EPA, State Parks, FEMA, CalOES,

Department of Water Resources, and Department of Education. Caltrans LAPM requires a QMWP to be implemented to check that the project is constructed according to their project plans and specifications. The "Caltrans Quality Manual for Use by Local Agencies" identifies the minimum level of inspection and quality assurance testing required for each item of work. There are specified testing methods and intervals that need to be documented in the project files for acceptance of the work. Mark Thomas is well-versed in the delivery of projects in adherence to these methods and standards as well as state and federal accounting procedures.

No Default, Suspension, or Debarment

Mark Thomas nor any of our officers have defaulted on a contract. We have never been suspended or debarred by any government agency.

Claims & Litigation

Mark Thomas has not been terminated on a contract in the past five years and has no pending bankruptcies, liens, stop payment notices, or foreclosures filed or resolved in the past five years. Mark Thomas operates throughout California and has had average annual billings over the last five years in excess of \$53 million. We have a single claim that is pending against the company that would not impact our ability to perform our contractual duties if awarded a contract. We will provide additional information on this, if requested.

Indirect Cost Rate

Mark Thomas can provide specific documentation to support our indirect cost rates (ICR) as well as a CPA-audited ICR schedule if selected. Our current ICR is located in Exhibit K.

Our Client Resolution Approach: Mark Thomas takes a collaborative and solution-oriented approach to resolving client issues. Our team prioritizes clear communication, timely responsiveness, and a deep understanding of client needs. When challenges arise, we engage relevant stakeholders to assess the situation, identify root causes, and develop practical solutions that align with project goals. Our process often includes proactive updates, transparent documentation, and a commitment to continuous improvement, fostering trust and long-term partnerships with clients.

EXHIBIT F

REFERENCES

Client Reference	Contact Information	Reference Project
Janet Adams Director of Projects (Retired)	Solano Transportation Authority 423 Main Street Suisun City, CA 94585 (707) 580-0536	» I-80/I-680 Interchange Program, Solano County
Eric Cordoba Deputy Director of Capital Projects (Former)	San Francisco County Transportation Authority 1455 Market Street , 22nd Floor San Francisco CA 94103 (925) 408-8585	» Yerba Buena Island Improvements (YBI), San Francisco » YBI Westbound Ramps Improvement Project, San Francisco » YBI Westside Bridges, San Francisco
Gary Mohler Associate Engineer (Former)	Stanislaus County Dept. of Public Works 1716 Morgan Road Modesto, CA 95358 (209) 525-7501	» SR 132 Phase 1, Modesto
Kevin Cook-Guteriez Assistant Engineer	County of Glenn 311 South Villa Avenue Willows, CA 95988 (530) 934-6530	» County Road 67 Bridge Replacement Project, Glenn County



Eastside Road Bridge over Olney Creek in Redding

EXHIBIT G SIGNATURE PAGE

EXHIBIT G – Signature Page County of Yolo SIGNATURE PAGE

Solicitation Name: Construction Management Services for the County Road 41 Bridge Over
Cache Creek Replacement Project

The undersigned supplier hereby certifies that he/she has read the document in its entirety, understands the specifications, agrees to all instructions, terms, conditions, and addenda set forth in this request. Supplier further certifies that the prices and terms submitted for said product(s) and/or service(s) have been carefully reviewed and are submitted as correct and final, and shall be honored for the length of time indicated in the request.

All paper submittals must be manually signed in ink in the appropriate space below. If submitting electronically via Beacon, print name of "Authorized Person" in the space provided for signature.

I certify, under penalty of perjury, that I have the legal authorization to bind the firm hereunder:

Mark Thomas & Company, Inc.

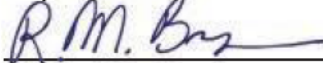
Company Name

701 University Avenue, Suite 200

Address

Sacramento CA 95825

City State Zip



Signature of Person Authorized to Sign

Matt Brogan, PE

Printed Name

Principal + Executive Vice President

Title

11/3/25

Date

For clarification of this offer, contact:

Name: Matt Brogan, PE

Title: Principal + Executive Vice President

Phone: 916-605-6761

Fax: n/a

Email: mbrogan@markthomas.com

the evaluation or other decision making process for this Solicitation, will have any direct or indirect financial interest in the contract, provided that the Offeror may have provided relevant product or process information to a consultant in the normal course of its business.

4, Present Knowledge. Offeror is not presently aware of any potential or actual conflicts of interest regarding this Solicitation, which either enabled Offeror to obtain an advantage over other offerors or would prevent Offeror from advancing the best interests of the County in the course of the performance of the Contract.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct:

11/3/25

(Date)



(Signature)

EXHIBIT K

CERTIFICATION OF INDIRECT COSTS & FINANCIAL MANAGEMENT SYSTEM

EXHIBIT K – Certification of Indirect Costs and Financial Management System



Inspector General

California Department of Transportation

Certification of Indirect Costs and Financial Management System

(Note: If a Safe Harbor Indirect Cost Rate is approved, this form is not required)

Consultant's Full Legal Name: Mark Thomas & Company, Inc.

Important: Consultant means the individual or consultant providing engineering and design related services as a party of a contract with a recipient or sub-recipient of Federal assistance. Therefore, the Indirect Cost Rate(s) shall not be combined with its parent company or subsidiaries.

Indirect Cost Rate (ICR):

Combined Rate: 146.13 Or

Home Office Rate: _____ and Field Office Rate (if applicable): _____

Facilities Capital Cost of Money (if applicable): 0.46

Fiscal Period:* 01/01/2024 - 12/31/2024

* Fiscal period is annual one year applicable accounting period that the ICR was developed (not the contract period). The ICR is based on the consultant's one-year applicable accounting period for which financial statements are regularly prepared by the consultant.

I have reviewed the proposal to establish an ICR(s) for the fiscal period as specified above and have determined to the best of my knowledge and belief that:

- All costs included in the cost proposal to establish the ICR(s) are allowable in accordance with the cost principles of the Federal Acquisition Regulation (FAR) 48, Code of Federal Regulations (CFR), Chapter 1, Part 31 (48 CFR Part 31).
- The cost proposal does not include any costs which are expressly unallowable under the cost principles of 48 CFR Part 31.
- The accounting treatment and billing of prevailing wage delta costs are consistent with our prevailing wage policy as either direct labor, indirect costs, or other direct costs on all federally-funded A&E Consultant Contracts.
- All known material transactions or events that have occurred subsequent to year-end affecting the consultant's ownership, organization, and indirect cost rates have been disclosed as of the date of this certification.

I am providing the required and applicable documents as instructed on the Financial Document Review Request form.

Financial Management System:

Our labor charging, job costing, and accounting systems meet the standards for financial reporting, accounting records, and internal control adequate to demonstrate that costs claimed have been incurred, appropriately accounted for, are allocable to the contract, and comply with the federal requirements as set forth in [Title 23 United States Code \(U.S.C.\) Section 112\(b\)\(2\); 48 CFR Part 31.201-2\(d\); 23 CFR, Chapter 1, Part 172.11\(a\)\(2\)](#); and all applicable state and federal rules and regulations.

Our financial management system has the following attributes:

- Account numbers identifying allowable direct, indirect, and unallowable cost accounts;
- Ability to accumulate and segregate allowable direct, indirect, and unallowable costs into separate cost accounts:

- Ability to accumulate and segregate allowable direct costs by project, contract and type of cost;
- Internal controls to maintain integrity of financial management system;
- Ability to account and record costs consistently and to ensure costs billed are in compliance with FAR;
- Ability to ensure and demonstrate costs billed reconcile to general ledgers and job costing system; and
- Ability to ensure costs are in compliance with contract terms and federal and state requirements.

Cost Reimbursements on Contracts:

I also understand that failure to comply with 48 CFR Part 16.301-3 or knowingly charge unallowable costs to Federal-Aid Highway Program (FAHP) contracts may result in possible penalties and sanctions as provided by the following:

- Sanctions and Penalties - [23 CFR Part 172.11\(c\)\(4\)](#)
- False Claims Act - [Title 31 U.S.C. Sections 3729-3733](#)
- Statements or entries generally - [Title 18 U.S.C. Section 1001](#)
- Major Fraud Act - [Title 18 U.S.C. Section 1031](#)

All A&E Contract Information:

- Total participation amount 272,916,288.55 on all State and FAHP contracts for Architectural & Engineering services that the consultant received in the last three fiscal periods.
- The number of states in which the consultant does business is 1
- Years of consultant's experience with 48 CFR Part 31 is 30+ years
- Identify the type of audits listed below that the consultant has had performed (if applicable):

Cognizant ICR Audit

Local Govt ICR Audit

Caltrans ICR Audit

CPA ICR Audit

Federal Govt ICR Audit

I, the undersigned, certify all of the above to the best of my knowledge and belief and that I have reviewed the ICR Schedule to determine that any costs which are expressly unallowable under the Federal cost principles have been removed and comply with [Title 23 U.S.C. Section 112\(b\)\(2\)](#), [48 CFR Part 31](#), [23 CFR Part 172](#), and all applicable state and federal rules and regulations. I also certify that I understand that all documentation of compliance must be retained by the consultant. I hereby acknowledge that costs that are noncompliant with the federal and state requirements are not eligible for reimbursement and must be returned to Caltrans.

Name:** Kimberly Post

Title:** CFO

Signature: 

Date: 07/10/2025

Phone:**: (508) 641-2007

Email:**: kpost@markthomas.com

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

Note: Both prime and subconsultants as parties of a contract must complete their own forms. Caltrans will not process local agency's invoices until a complete form is accepted and approved by the Independent Office of Audits and Investigations.

EXHIBIT L CALIFORNIA SAFE HARBOR INDIRECT COST RATE PROGRAM FORM

EXHIBIT L – California Safe Harbor Indirect Cost Rate Program Form

NOT APPLICABLE

California Safe Harbor Indirect Cost Rate Program

Consultant Firm Certification of Eligibility and Certification of Financial Management System

Consultant Firm Name _____

Local Agency (if applicable) _____

Contract Number / Federal Project Number _____

Contract Total \$ _____

For Subconsultant Firms – estimated % of work to be performed _____ %

Safe Harbor Indirect Cost Rate (SHR): **Home: 120% and/or Field: 90%**

Field SHR will be utilized for contracts where the work deliverables are not completed from the consultant offices (i.e. Construction Inspections, Material Testing, Sources Inspection, others).

Consultant Firm Certification of Eligibility

I, the undersigned, certify that I am eligible to use the Safe Harbor indirect cost rate as I:

- 1. Am not a Prime Consultant Firm on a Caltrans contract > \$3.5M, or Local Government contract > \$1M, regardless of the participation amount.
- 2. Have not used SHR for more than three (3) years since entering the program on a state or federally funded contract.

AND

- 1. Do not have relevant contract cost history to use as a base for developing a Federal Acquisition Regulations (FAR) of Title 48, Code of Federal Regulations (CFR), Part 31 compliant ICR.
- 2. Do not have a previously accepted ICR by a cognizant agency, or with an audited/accepted actual ICR, and do not have an existing contract with a provisional rate.

Certification of Financial Management System

I, the undersigned, certify that our financial management system in place for this contract and moving forward meets the standards for the Safe Harbor indirect cost rate requirements and financial reporting, accounting records, internal and budget control as set forth in 2 CFR 200, Subpart D. These standards require consulting firms have an accounting system.

NOT APPLICABLE

California Safe Harbor Indirect Cost Rate Program

adequate to accumulate, and track allowable, allocable, and reasonable direct labor and other direct costs by contract; segregate indirect costs and remove unallowable costs.

Print Name _____

Signature _____
(Electronic Signature Allowed)

Title _____

Date Completed _____

Note: The certification of this Safe Harbor Rate was made by, and are the responsibility of, the Company's management.

Definition of Terms

Direct Cost is any cost that is identified specifically with a particular cost objective. Direct costs are not limited to items that are incorporated in the end products as material or labor. Costs identified specifically with a contract are direct costs of that contract. All costs identified with other final cost objectives of the contractor are direct costs of those objectives, 48 CFR 31.202.

Indirect or overhead cost is any cost that is not directly identified with a single final cost objective but is identified with two or more final cost objectives or with at least one intermediate cost objective, 48 CFR 31.203.

References

Title 48 Code of Federal Regulations (CFR) Part 31 -Federal cost principles.

Title 48 CFR Chapter 99, Subchapter B - Procurement Practices and Cost Accounting Standards.

Title 48 CFR 200 Subpart D, Standards for Financial and Program Management.

Title 23 United States Code (U.S.C.), Chapter 1, Section 112 - Letting of Contracts.

Title 23 CFR Chapter 1, Part 172 - Procurement, Management, and Administration of Engineering and Design Related Services.

American Association of State Highway and Transportation Officials (AASHTO) Uniform Audit & Accounting Guide (2016 Edition).

NOT APPLICABLE

California Safe Harbor Indirect Cost Rate Program

Caltrans Contract

If participating on a Caltrans Contract, also attach a completed copy of the following Safe Harbor Indirect Cost Rate Questionnaire for Evaluating Consultant Firm's Financial Management System.

NOT APPLICABLE

California Safe Harbor Indirect Cost Rate Program

Questionnaire for Evaluating Consultant Firm's Financial Management System

Consultant Firm Name _____

Firm Headquarters Address _____

Accounting Records

- Location where Accounting records are held _____
- Name and Title _____
- Email and Phone _____
- Mailing Address _____

To be eligible for Safe Harbor indirect cost rate (SHR), the Consultant Firm's financial management system must be adequate to accumulate and track direct labor and other direct costs by contract, segregate indirect costs, and remove unallowable costs in accordance with 48 CFR 31 for the different business segments.

Instructions

1. Answer all questions and provide an explanation and additional supporting documentation where requested.
2. If additional space is required, please attach a separate sheet and refer to items being answered by number.

Has the Firm developed an indirect cost rate in the past? Yes ___ No ___

If "Yes", you are NOT ELIGIBLE to use the SHR.
DO NOT CONTINUE with this Questionnaire and please complete the AASHTO Appendix B ICQ and provide an ICR Schedule.

Is the Firm a Prime Consultant Firm on a Caltrans contract > \$3.5M Or Local Government contract > \$1M, regardless of the participation Amount? Yes ___ No ___

If "Yes", you are NOT ELIGIBLE to use the SHR.
DO NOT CONTINUE with this Questionnaire and please complete the AASHTO Appendix B ICQ and provide an AUDITED ICR Report.

NOT APPLICABLE

California Safe Harbor Indirect Cost Rate Program

1. What form of business entity is the Firm?
Sole Proprietorship Partnership C Corporation S Corporation
Other _____
2. What types of services will the Firm provide for this contract? (Select all that apply.)
Architectural and Engineering Services Program Management
Preliminary Engineering Design Engineering
Surveying Feasibility Studies
Mapping or Architectural Related Services Other _____
3. Does the Firm have prior government contracting experience? Yes No
4. Does the general ledger contain separate direct and indirect accounts for the following?
Labor Yes No Non-Labor Yes No
5. Does the company have a system in place to identify and remove from the indirect cost pools all unallowable cost? Yes No
6. Does the firm assign a unique identification/project number in your accounting system for each contract/project?
Yes No
7. Is indirect and direct labor separated by contract/project/cost objectives on employee timesheets with unique reporting codes?
Yes No

NOT APPLICABLE

California Safe Harbor Indirect Cost Rate Program

8. Do you have written policies on the following cost categories?

Accounting	Yes ___ No ___	Overtime	Yes ___ No ___
Billing	Yes ___ No ___	Direct/Indirect Expenses	Yes ___ No ___
Timesheet Preparation	Yes ___ No ___	Prevailing Wage	Yes ___ No ___
Bonus	Yes ___ No ___		

9. What types of employee status will the Firm provide for this contract?

Non-exempt ___ Exempt-salaried ___ Exempt-hourly ___ Contract Employee ___

Other _____

10. Does the Firm pay overtime for exempt employees?

Yes ___ No ___

11. Besides labor, does the Firm normally bill/invoice the following as direct contract/project costs? (Select all that apply)

Vehicle	___	Shipping	___
Computer/CADD	___	Lab	___
Printing	___	Travel	___
Specialty Equipment (List below)	___	Other (List below)	___
_____		_____	

12. Are mileage logs maintained for all vehicles? If no, please explain below.

Explanation _____

Where is the vehicle stored after work? _____

Does employee use vehicle for personal use? Yes _____ No _____

What is the recovery/billing rate used for Firm or personal vehicle mileage reimbursement?

\$ _____ per mile

NOT APPLICABLE

California Safe Harbor Indirect Cost Rate Program

I certify that to the best of my knowledge and belief the responses to this questionnaire are accurate.

Print Name _____

Signature _____
(Electronic Signature Allowed)

Title _____

Date Completed _____

Note: The certification of this Safe Harbor Rate was made by, and are the responsibility of, the Company's management.



SACRAMENTO

701 University Avenue, Suite 200
Sacramento, CA 95825
(916) 381-9100



MARK THOMAS

EXHIBIT C
Approved Description of Detailed Services

EXHIBIT C

Approved Description of Detailed Services

The tasks identified at this time are described below. General descriptions of the scope of work for these tasks follow.

For Task 1 and Task 2 the Consultant shall assign a civil engineer or structural engineer licensed in the State of California, who has at least ten years of experience in bridge design and bridge inspection, to provide technical support to the county, fulfill the role of Structures Representative, and perform bridge inspections on a daily basis as required by the contractor's schedule.

The Consultant is expected to retain, and make available at any time, key personnel in responsible charge of work for this project. Reassignment or substitution of any key members of the designated project team will require prior approval by the County once the contract is awarded.

Task 1

Task 1 includes providing a Structures Representative to inspect, document and field test materials to ensure that the Contractor constructs the piles in accordance with the project plans and specifications. and providing necessary personnel to inspect, document, and providing field testing of materials for the cast in drilled hole (CIDH) pile construction. For the purposes of this task, the work includes that portion of the construction project up to completion of cast in drilled hole (CIDH) piles, to the pile cut-off elevations shown on the plans.

The professional services shall comply with best industry construction practices as described in the Caltrans Local Assistance Procedures Manual, Chapter 16, the Caltrans Construction Manual, the Caltrans Bridge Construction Records and Procedures Manual and the Caltrans Foundation Manual.

Responsibilities of the Consultant under Task 1:

- Review contractor's submittals or resubmittals and coordinate technical submittal review with design engineer, including concrete mix design submittals, CIDH placement plans, reinforcing steel shop drawing submittals, reinforcement splicing submittals, contractor's schedule, trenching and shoring plans and calculations, and mitigation plans for CIDH repair, if required.
- Provide quality assurance surveying as needed to verify contractor's pile layout and elevations before drilling/driving.
- Plan, prepare, and record a numbering system for piles in each footing using Form DH-0S C80, "Pile Layout Sheet" or equivalent from the *Bridge Construction Records and Procedures Manual*.
- Verify that the pile cutoffs proposed by the contractor are permissible and performed in accordance with the *Bridge Construction Records and Procedures Manual*.
- The proposer shall provide and/ or sub-contract a geotechnical engineer to observe CIDH pile drilling.
- Obtain concurrence from the designer for such potential changes to piling as layout, pre-drill depth, pile length, pile diameter, reinforcement, and pile tip and top elevations.

For CIDH Piles:

- Use Form DC-SC78A, "Pile Quantity and Driving Record (CIDH Piles)" or equivalent to document the construction of each pile.

- Ensure that depth, diameter, and quality of drilled holes conform to the contract requirements before placing concrete.
- Provide acceptance testing of the piling in coordination with the contractor in accordance with the specifications. See Task 3.
- Review the contractor's slurry placing plan and mitigation plan in accordance with the specifications, ensure that the contractor conducts operations in accordance with the plans.

Typical duties of the Consultant to be performed for the duration of construction under both Task 1 and Task 2 include but are not limited to the following:

- Perform the duties of a full time Structures Representative to ensure the work is constructed in accordance with the plans and specifications, and Cal-OSHA safety orders.
- Perform field inspection of all items of work; to ensure the work is constructed in accordance with the plans and specifications.
- Identify actual and potential problems associated with the construction project and coordinate consultations with the design engineer and County's project manager to implement engineering solutions.
- Ensure compliance with "Buy America" contract requirements.
- Based on the contract testing requirements and materials quantities in the engineer's estimate develop a quality assurance testing plan and provide testing lab services perform materials testing. Depending on the contractor's schedule, plan materials-testing frequencies, timing, and resources. Coordinate material tests with the frequencies specified in the *Standard Specifications*, contract special provisions, and the *Construction Manual*. *Ensure that quality assurance testing meets the minimum requirements of the County's Quality Assurance Plan approved by Caltrans.*
- Verify that all material/soils testers and laboratories are certified by Caltrans. Maintain records of certifications in the project files.
- Review the Contractor's requests for information or clarification of the project specifications and plans. Coordinate such review with the design engineer and the County.
- Prepare daily engineers and inspectors reports.
- Evaluate cost reduction incentive proposals and provide recommendations to the County's project manager for acceptance or denial.
- Assist the County with claims or disputes between the Contractor and County.
- Make recommendations concerning field problems and work in progress.
- Prepare all correspondence related to task activities including correspondence with contractor, design engineer and the County.
- Analyze contract claims and recommend actions.
- Maintain project files and construction records.
- Maintain a set of as-built plans as construction progresses that show all the changes to date.
- Prepare materials certifications, report of completion of structures, and record drawings.

On days when work is not performed by the construction contractor inspection services shall not be performed unless authorized by the County.

Task 2

Task 2 includes providing a Structures Representative to inspect, document and field test materials to ensure that the Contractor constructs the bridge substructure in accordance with the project plans and specifications., except the bridge piling as described in Task 1, and the bridge superstructure, and providing necessary personnel to inspect, document, and perform field testing of materials for this work.

The professional services shall comply with best industry construction practices as described in the Caltrans Local Assistance Procedures Manual, Chapter 16, the Caltrans Construction Manual, the Caltrans Bridge Construction Records and Procedures Manual, the Caltrans Falsework Manual, the Caltrans Prestress Manual, the Caltrans Trenching and Shoring Manual and the Caltrans Bridge Deck Construction Manual.

Responsibilities of the Consultant under Task 2:

- Perform field inspection of specific items of work related to the superstructure, abutments, retaining walls, roadway approaches, columns, including falsework, reinforcing, concrete placement, etc to ensure the work is constructed in accordance with the plans and specifications.
- Review contractor's submittals or resubmittals and coordinate technical submittal review with design engineer, including submittals for concrete mix design submittals (columns, abutments and superstructure), reinforcing steel submittals, reinforcement splicing submittals, false work, contractor's schedule, joint seal assemblies, and bridge demolition.
- Perform quality assurance surveys to verify contractor's lines and grades for bridge deck falsework, abutments, columns, soffits, and deck.
- Review and approve welding quality control plans for all welding on permanent structure elements such as bar reinforcing, column casings and structural steel.
- Ensure that the contractor has designated a quality-control manager and fully implements requirements of the quality control plans.
- Cross-check and verify that the quantities of steel planned, delivered, and incorporated match the certificates of compliance provided by the contractor.
- Ensure that bar-reinforcing steel is the correct grade and ASTM designation, and is placed in accordance with contract plans and specifications.
- Perform an independent check of the contractor's falsework design submittal. The check must include independent engineering verification and calculation of falsework loads and stresses in the falsework members. The consultant shall prepare a Caltrans-type standard letter for the County's signature in accordance with the Caltrans Falsework Manual, Section 2-4.04. The check calculations will only be submitted to the County.
- Perform an independent engineering review of and approve the contractor's guying plans before erecting column cages or column forms.
- The Consultant shall manage the health, safety and environmental activities of its staff and the staff of its subcontractors to achieve compliance with applicable health and safety laws and regulations. The Consultant shall coordinate its health, safety, and environmental program with the responsibilities for health, safety and environmental compliance specified in the contract for construction. The Consultant

shall coordinate with responsible parties to correct conditions that do not meet applicable federal, state and local occupational safety and health laws and regulations. The Consultant shall notify affected personnel of any site conditions posing an imminent danger to them which the Consultant observes.

- Require the contractor to demonstrate that the bridge-deck finishing machine and other finishing equipment will provide a deck that conforms to the required finish grades. To accomplish this, require the contractor to move the finishing equipment over the entire deck for each setup before placement of concrete.
- Review and approve the Stormwater Pollution Prevention Plan, be familiar with permits for the project, and ensure that provisions applicable to bridge-deck pouring, curing, and concrete washout are complied with.
- Ensure that the contractor cures bridge deck concrete as required by *Standard Specifications* and project special provisions.
- Review and approve the contractor's demolition plan prior to the beginning of any demolition or removal work. Monitor the contractor's operations to ensure that demolition or bridge removal is conducted in accordance with the approved demolition plan.
- At the project completion, prepare as-built plans and submit a letter to the County certifying that all materials incorporated into the structures comply with the contract. A certification statement and structure representative signature are required to validate this letter. The Consultant shall maintain a hand marked set of the construction plans for the purpose of creating electronic as-builts.

Task 3

The proposer shall provide and/ or sub-contract for all quality assurance testing services required for the project, including:

1. Gamma-Gamma Logging (GGL) services to detect anomalies in CIDH piles.
2. Crosshole Sonic Logging (CSL) services to further define the nature and extent of detected anomalies.
If CSL services are needed, the County will request them in writing.
3. Quality assurance testing of soils, concrete, and HMA materials.
4. Quality assurance testing of welding.

The detailed description of the experience of the suppliers of these services, along with the cost for each kind of testing shall be included in the consultant's proposal. All testers and laboratories shall be certified by Caltrans.

Task 4

As requested by the County, provide on-call engineering/inspection services related to bridge construction activities beyond those in Task 1 and 2. The County will provide 48 hours advance notice if the consultants' services are required under this task.

Prior to the commencement of any work under Tasks 4, the County Contract Manager (CCM) shall request services in writing. Each item of work will be assigned a County work order number. Consultant shall prepare a cost estimate on the County Work Proposal Form (Attachment 2) of the specific work requested, including all necessary tasks and sub-tasks, and provide an estimated completion date. The County Contract Manager shall confer with the Consultant and negotiate the maximum fee, for the specific work, and establish the completion date. The maximum fee shall be based upon the hourly rates set forth in the Agreement and shall include all expenses. Both parties shall agree to the maximum fee and completion date in writing. In no event shall the completion date extend beyond the agreed-upon

completion date. Work shall not start until the scope of work and maximum fee have been approved by the Consultant and the Director of Public Works, or designee.

EXHIBIT D
COST PROPOSAL

EXHIBIT D

COST PROPOSAL FOR PROJECT SCOPE - Yolo County: Rumsey Bridge Project CM

	KEY STAFF										Mark Thomas					Subconsultants			TOTAL COST
	Area Manager - CM	Project Manager	Rob Nelson (Structures Rep)	Survey Division Manager	Survey Manager II	Project Surveyor II	Asst Surveyor II	2-Person Crew (03)	Indirji Chada, Construction Manager (Falsework & Demolition Reviewer)	Jacob Phillips 1st Shift, Inspector - CM	Jacob Phillips, Inspector - CM	Sr. Project Accountant	Sr. Project Coordinator	Survey Coordinator	Total Hours	Total MT Cost	CRAWFORD	TOTAL COST	
I.0 CONSTRUCTION MANAGEMENT																			
I.1 Pre Construction	8	80																	
I.2 Construction	112	2080	2	4	8	12	40	288	800	220	15	32	4	4	3617	857,605.09	-	22,614.62	
I.3 Post Construction	24	280									3	6			313	77,590.61	-	857,605.09	
I.4 Materials Testing															0	\$0	146,627.27	146,627.27	
Subtotal Phase 1	144	2440	2	4	8	12	40	288	800	220	19	40	4	4	4021	957,810.33	146,627.27	1,104,437.60	
TOTAL HOURS	144	2440	2	4	8	12	40	288	800	220	19	40	4	4	4021		600		
Anticipated Salary Increases																40,470.12	1,996.01	42,466.13	
OTHER DIRECT COSTS																51,408.00	10,366.00	61,774.00	
TOTAL COST	\$48,285.39	\$594,551.63	\$676.86	\$985.50	\$1,602.80	\$1,526.99	\$14,295.23	\$86,223.63	\$159,370.16	\$41,265.57	\$2,983.59	\$5,631.45	\$411.53			\$1,049,688.45	\$158,989.28	\$1,208,677.73	

1. Preconstruction Services to start March 2026.
2. Construction Season 1 for new Bridge Construction: May 1, 2026-November 30, 2026.
3. Winter shutdown December 1, 2026-March 31, 2027. Hours for Utility Relocation only.
4. Construction Season 2: April 1, 2027-July 31, 2027 for bridge demolition.
5. August 1, 2027-October 31, 2027 Project closeout.
6. Inspection services subject to DIR Prevailing Wages.
7. Annual Wage 5% escalation July 1 of each year.
8. Vehicle/phone/computer cost of \$14/hour.
9. No weather days included.
10. Re Office/facilities by contractor.

Please note that the rates shown are for estimating purposes only. See rate schedule for actual rates/ranges.

MT Fee (Cost Estimate Rates)

Note: Mark-ups are Not Allowed

Prime Consultant Subconsultant 2nd Tier Subconsultant

Consultant: Mark Thomas & Company, Inc.

Project No. Rumsey Bridge Project CM Contract No. 25-P1367 Date 10/20/2025

DIRECT LABOR

Classification/Title	Name	Range	Hours	Actual or Average Hourly Rate	Total
Area Manager - CM	Michael Scott	\$110 - \$105	144.0	\$ 123.85	\$ 17,834.40
Resident Engineer	Rob Nelson	\$101 - \$90	2440.0	\$ 90.00	\$ 219,600.00
Principal		\$185 - \$237	0.0	\$ 196.00	\$ -
Sr. Engineering Manager		\$120 - \$176	0.0	\$ 138.00	\$ -
Engineering Manager		\$115 - \$149	0.0	\$ 123.00	\$ -
Design Manager		\$115 - \$149	0.0	\$ 123.00	\$ -
Sr. Project Manager		\$85 - \$127	0.0	\$ 102.00	\$ -
Sr. Technical Lead		\$85 - \$110	0.0	\$ 93.00	\$ -
Project Manager		\$70 - \$105	0.0	\$ 81.00	\$ -
Technical Lead		\$70 - \$105	0.0	\$ 77.00	\$ -
Sr. Project Engineer		\$60 - \$94	0.0	\$ 70.00	\$ -
Sr. Technical Engineer		\$65 - \$88	0.0	\$ 68.00	\$ -
Project Engineer		\$50 - \$72	0.0	\$ 58.00	\$ -
Civil Engineering Designer		\$50 - \$77	0.0	\$ 62.00	\$ -
Design Engineer II		\$40 - \$66	0.0	\$ 47.00	\$ -
Design Engineer I		\$35 - \$50	0.0	\$ 39.00	\$ -
CADD Manager		\$75 - \$99	0.0	\$ 80.00	\$ -
Sr. Technician		\$50 - \$72	0.0	\$ 59.00	\$ -
Technician		\$30 - \$44	0.0	\$ 38.00	\$ -
Intern		\$15 - \$33	0.0	\$ 23.00	\$ -
LAUD Division Manager		\$95 - \$121	0.0	\$ 100.00	\$ -
Sr. LAUD Project Manager		\$85 - \$116	0.0	\$ 93.00	\$ -
LAUD Project Manager		\$65 - \$88	0.0	\$ 72.00	\$ -
Sr. Landscape Architect		\$55 - \$77	0.0	\$ 62.00	\$ -
Landscape Architect		\$45 - \$66	0.0	\$ 50.00	\$ -
Landscape Designer II		\$35 - \$55	0.0	\$ 40.00	\$ -
Landscape Designer I		\$25 - \$39	0.0	\$ 30.00	\$ -
Landscape Intern		\$20 - \$33	0.0	\$ 25.00	\$ -
Survey Division Manager		\$100 - \$154	2.0	\$ 125.00	\$ 250.00
Survey Manager II		\$85 - \$121	4.0	\$ 91.00	\$ 364.00
Survey Manager I		\$75 - \$105	0.0	\$ 78.00	\$ -
Project Surveyor III		\$70 - \$94	0.0	\$ 74.00	\$ -
Project Surveyor II		\$60 - \$88	8.0	\$ 74.00	\$ 592.00
Project Surveyor I		\$55 - \$83	0.0	\$ 61.00	\$ -
Asst Surveyor III		\$50 - \$72	0.0	\$ 57.00	\$ -
Asst Surveyor II		\$40 - \$66	12.0	\$ 47.00	\$ 564.00
Asst Surveyor I		\$40 - \$61	0.0	\$ 43.00	\$ -
Survey Specialist III		\$45 - \$94	0.0	\$ 69.00	\$ -
Survey Specialist II		\$40 - \$77	0.0	\$ 56.00	\$ -
Survey Specialist I		\$40 - \$61	0.0	\$ 46.00	\$ -
Lead Survey Technician		\$45 - \$61	0.0	\$ 47.00	\$ -
Survey Technician III		\$40 - \$66	0.0	\$ 48.00	\$ -
Survey Technician II		\$35 - \$55	0.0	\$ 41.00	\$ -
Survey Technician I		\$20 - \$39	0.0	\$ 26.00	\$ -
SUE Program Manager		\$85 - \$116	0.0	\$ 92.00	\$ -
Utility Locator (North)		\$60 - \$83	0.0	\$ 65.00	\$ -
Utility Locator (South)		\$75 - \$105	0.0	\$ 83.00	\$ -
Chief of Party (OE3)		\$60 - \$83	0.0	\$ 62.00	\$ -
Instrumentperson (OE3)		\$50 - \$72	0.0	\$ 57.00	\$ -
Chainperson (OE3)		\$50 - \$72	0.0	\$ 53.00	\$ -
Apprentice (OE3)		\$30 - \$50	0.0	\$ 40.00	\$ -
2-Person Crew (OE3)		\$125 - \$165	40.0	\$ 132.00	\$ 5,280.00
3-Person Crew (OE3)		\$175 - \$232	0.0	\$ 188.00	\$ -
Chief of Party (OE12)		\$65 - \$88	0.0	\$ 69.00	\$ -
Instrumentperson (OE12)		\$55 - \$77	0.0	\$ 62.00	\$ -
Chainperson (OE12)		\$55 - \$77	0.0	\$ 60.00	\$ -
Apprentice (OE12)		\$35 - \$55	0.0	\$ 45.00	\$ -

2-Person Crew (OE12)		\$130 - \$171	0.0	\$ 139.00	\$ -
3-Person Crew (OE12)		\$185 - \$243	0.0	\$ 198.00	\$ -
Safety Manager		\$75 - \$99	0.0	\$ 82.00	\$ -
Division Manager - CM		\$145 - \$187	0.0	\$ 154.00	\$ -
Area Manager - CM		\$105 - \$138	0.0	\$ 110.00	\$ -
Construction Manager	Inderjit Chadha	\$90 - \$121	288.0	\$ 110.58	\$ 31,847.04
Sr. Resident Engineer		\$110 - \$143	0.0	\$ 117.00	\$ -
Resident Engineer		\$90 - \$127	0.0	\$ 101.00	\$ -
Asst. Resident Engineer		\$60 - \$83	0.0	\$ 66.00	\$ -
Sr. Inspector - CM **		\$66 - \$110	0.0	\$ 87.00	\$ -
Inspector - CM ** 1st Shift		\$60 - \$89	0.0	\$ 75.00	\$ -
Inspector - CM ** 2nd Shift		\$60 - \$98	0.0	\$ 96.00	\$ -
Inspector - CM ** 1st Shift	Kenn Kibby	\$60 - \$89	0.0	\$ 78.00	\$ -
Inspector - CM ** 2nd Shift	Kenn Kibby	\$60 - \$98	0.0	\$ 93.06	\$ -
Inspector - CM ** 1st Shift OT	Kenn Kibby	\$60 - \$115	0.0	\$ 108.53	\$ -
Inspector - CM ** 2nd Shift OT	Kenn Kibby	\$60 - \$125	0.0	\$ 118.41	\$ -
Inspector - CM ** 1st Shift DOT	Kenn Kibby	\$60 - \$155	0.0	\$ 139.05	\$ -
Inspector - CM ** 2nd Shift DOT	Kenn Kibby	\$60 - \$175	0.0	\$ 151.47	\$ -
Inspector - CM ** 1st Shift	Jake Phillips	\$60 - \$89	800.0	\$ 73.58	\$ 58,864.00
Inspector - CM ** 2nd Shift	Jake Phillips	\$60 - \$98	0.0	\$ 80.93	\$ -
Inspector - CM ** 1st Shift OT	Jake Phillips	\$60 - \$115	0.0	\$ 108.22	\$ -
Inspector - CM ** 2nd Shift OT	Jake Phillips	\$60 - \$125	0.0	\$ 115.57	\$ -
Inspector - CM ** 1st Shift DOT	Jake Phillips	\$60 - \$155	0.0	\$ 142.86	\$ -
Inspector - CM ** 2nd Shift DOT	Jake Phillips	\$60 - \$175	0.0	\$ 150.21	\$ -
Inspector - CM	Jake Phillips	\$60 - \$175	220.0	\$ 69.28	\$ 15,241.60
Inspector - CM ** 1st Shift	Kimberly Lincoln	\$60 - \$89	0.0	\$ 83.20	\$ -
Inspector - CM ** 2nd Shift	Kimberly Lincoln	\$60 - \$98	0.0	\$ 90.55	\$ -
Inspector - CM ** 1st Shift OT	Kimberly Lincoln	\$60 - \$115	0.0	\$ 113.73	\$ -
Inspector - CM ** 2nd Shift OT	Kimberly Lincoln	\$60 - \$125	0.0	\$ 123.61	\$ -
Inspector - CM ** 1st Shift DOT	Kimberly Lincoln	\$60 - \$155	0.0	\$ 144.25	\$ -
Inspector - CM ** 2nd Shift DOT	Kimberly Lincoln	\$60 - \$175	0.0	\$ 156.67	\$ -
Inspector - CM ** 1st Shift	Ryan George	\$60 - \$89	0.0	\$ 73.58	\$ -
Inspector - CM ** 2nd Shift	Ryan George	\$60 - \$98	0.0	\$ 93.06	\$ -
Inspector - CM ** 1st Shift OT	Ryan George	\$60 - \$115	0.0	\$ 120.10	\$ -
Inspector - CM ** 2nd Shift OT	Ryan George	\$60 - \$125	0.0	\$ 127.70	\$ -
Inspector - CM ** 1st Shift DOT	Ryan George	\$60 - \$155	0.0	\$ 154.74	\$ -
Inspector - CM ** 2nd Shift DOT	Ryan George	\$60 - \$175	0.0	\$ 162.34	\$ -
Inspector - CM	Ryan George	\$60 - \$98	0.0	\$ 69.28	\$ -
Office Engineer		\$45 - \$77	0.0	\$ 55.00	\$ -
Division Manager - PL		\$90 - \$132	0.0	\$ 97.00	\$ -
Sr. Project Manager - PL		\$80 - \$121	0.0	\$ 98.00	\$ -
Project Manager - PL		\$55 - \$77	0.0	\$ 60.00	\$ -
Sr. Planner		\$50 - \$72	0.0	\$ 54.00	\$ -
Planner II		\$40 - \$55	0.0	\$ 43.00	\$ -
Planner I		\$30 - \$44	0.0	\$ 32.00	\$ -
Economist		\$35 - \$50	0.0	\$ 41.00	\$ -
Funding Manager		\$105 - \$149	0.0	\$ 117.00	\$ -
Sr. Funding Specialist		\$75 - \$99	0.0	\$ 80.00	\$ -
Funding Specialist		\$40 - \$77	0.0	\$ 58.00	\$ -
Project Accountant Manager		\$70 - \$105	0.0	\$ 76.00	\$ -
Project Delivery Manager		\$65 - \$94	0.0	\$ 74.00	\$ -
Sr. Project Accountant		\$50 - \$77	19.0	\$ 58.00	\$ 1,102.00
Project Accountant		\$35 - \$61	0.0	\$ 47.00	\$ -
Sr. Project Coordinator		\$45 - \$72	40.0	\$ 52.00	\$ 2,080.00
Project Coordinator		\$35 - \$55	0.0	\$ 45.00	\$ -
Sr. Project Assistant		\$40 - \$55	0.0	\$ 45.00	\$ -
Project Assistant		\$30 - \$44	0.0	\$ 33.00	\$ -
Sr. Technical Writer		\$35 - \$61	0.0	\$ 45.00	\$ -
Technical Writer		\$35 - \$50	0.0	\$ 40.00	\$ -
Sr. Graphic Manager		\$60 - \$77	0.0	\$ 68.00	\$ -
Sr. Graphic Designer		\$45 - \$66	0.0	\$ 49.00	\$ -
Graphic Designer		\$35 - \$50	0.0	\$ 39.00	\$ -
Survey Coordinator		\$35 - \$50	4.0	\$ 38.00	\$ 152.00
District Manager-Engineer		\$125 - \$165	0.0	\$ 137.00	\$ -
Deputy District Manager		\$110 - \$149	0.0	\$ 121.00	\$ -
Operations Manager		\$85 - \$116	0.0	\$ 93.00	\$ -
Sr. Sanitary Project Engineer		\$75 - \$99	0.0	\$ 87.00	\$ -
Sanitary Project Engineer		\$70 - \$94	0.0	\$ 74.00	\$ -
Associate Sanitary Engineer		\$60 - \$94	0.0	\$ 66.00	\$ -
Assistant Sanitary Engineer		\$55 - \$83	0.0	\$ 63.00	\$ -
Lead Inspector		\$50 - \$77	0.0	\$ 57.00	\$ -
Sr. Inspector		\$45 - \$66	0.0	\$ 55.00	\$ -
Inspector		\$35 - \$55	0.0	\$ 40.00	\$ -
Inspector - Apprentice		\$30 - \$44	0.0	\$ 34.00	\$ -
Expert Witness		\$315 - \$402	0.0	\$ 331.00	\$ -
Strategic Consulting		\$315 - \$402	0.0	\$ 331.00	\$ -

LABOR COSTS

a) Subtotal Direct Labor Costs	\$ 353,771.04
b) Anticipated Salary Increases (see page 2 for calculation)	\$ 14,947.80
<hr/>	
c) TOTAL DIRECT LABOR COSTS [(a) + (b)]	\$ 368,718.84

INDIRECT COSTS

d) Fringe Benefits (Rate: 100.37%)	e) Total Fringe Benefits [(c) x (d)]	\$ 370,083.10
f) Overhead (Rate: 45.76%)	g) Overhead [(c) x (f)]	\$ 168,725.74
h) General and Administrative (Rate: 0.00%)	i) Gen & Admin [(c) x (h)]	\$ -
j) TOTAL INDIRECT COSTS [(e) + (g) + (i)]		\$ 538,808.84
FIXED FEE	k) TOTAL FIXED FEE [(c) + (j)] x fixed fee 10.00 %	\$ 90,752.77

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

Description of Item	Quantity	Unit	Unit Cost	
Mileage	0	miles	\$0.70	\$ -
Mileage - Survey	0	miles	\$0.70	\$ -
CM Truck & Equipment	3672	HR	\$14.00	\$ 51,408.00
Copies	0	EA	\$0.05	\$ -
Reproductions - full size	0	sheets	\$1.00	\$ -
Reproductions - half size	0	sheets	\$0.35	\$ -
Structure/Quantity Calculations	0	sheets	\$0.05	\$ -
Misc. Costs	0	LS	\$500.00	\$ -
Overnight Mail/Mail	0	EA	\$15.00	\$ -
Potholing	0	EA	\$5,000.00	\$ -
Misc. Surveys (Maps, PTR's, etc.)	0	LS	\$1,000.00	\$ -
Safety Plan	0	LS	\$1,000.00	\$ -
Traffic Control	0	LS	\$3,000.00	\$ -
Per Diem	0	Day	\$260.00	\$ -
Civil Grid	0	0	\$0.00	\$ -
Survey Equipment	0	HR	\$30.00	\$ -
Aerial Mapping	0	0	\$0.00	\$ -

l) **TOTAL OTHER DIRECT COSTS** \$ 51,408.00

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

Subconsultant 1: CRAWFORD	\$ 158,989.28
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m) **TOTAL SUBCONSULTANTS' COSTS** \$ 158,989.28

n) **TOTAL OTHER DIRECT COSTS INCLUDING SUBCONSULTANTS [(l) + (m)]** \$ 210,397.28

TOTAL COST [(c) + (j) + (k) + (n)] \$ 1,208,677.73

NOTES:

- Key personnel must be marked with an asterisk (*) and employees that are subject to prevailing wage requirements must be marked with two asterisks (**). All costs must comply with the Federal cost principles. Subconsultants will provide their own cost proposals
- The cost proposal format shall not be amended. Indirect cost rates shall be updated on an annual basis in accordance with the consultant's annual accounting period and established by a cognizant agency or accepted by Caltrans.
- Anticipated salary increases calculation (page 2) must accompany.

CALCULATIONS FOR ANTICIPATED SALARY INCREASES

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

Direct Labor <u>Subtotal</u> per Cost Proposal	Total Hours per Cost Proposal	=	Avg Hourly Rate	3 Year Contract Duration
\$353,771.04	/ 4021.0		= \$87.98	Year 1 Avg Hourly Rates

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

	Average Hourly Rate		Escalation			
Year 1	\$87.98	+	5.00%	=	\$92.38	Year 2 Avg Hourly Rate
Year 2	\$92.38	+	5.00%	=	\$97.00	Year 3 Avg Hourly Rate
Year 3	\$97.00	+	5.00%	=	\$101.85	Year 4 Avg Hourly Rate
Year 4	\$101.85	+	5.00%	=	\$106.94	Year 5 Avg Hourly Rate
Year 5	\$106.94	+	5.00%	=	\$112.29	Year 6 Avg Hourly Rate
Year 6	\$112.29	+	5.00%	=	\$117.90	Year 7 Avg Hourly Rate

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

	Estimated % Completed Each Year		Total hours per Cost Proposal		Total Hours per Year	
Year 1	29%	x	4021.0	=	1168.1	Estimated Hours Year 1
Year 2	58%	x	4021.0	=	2333.8	Estimated Hours Year 2
Year 3	13%	x	4021.0	=	519.1	Estimated Hours Year 3
Year 4	0%	x	4021.0	=	0.0	Estimated Hours Year 4
Year 5	0%	x	4021.0	=	0.0	Estimated Hours Year 5
Year 6	0%	x	4021.0	=	0.0	Estimated Hours Year 6
Total	100%		Total		4021.0	

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

	Avg Hourly Rate (calculated above)		Estimated hours (calculated above)		Cost per Year	
Year 1	\$87.98	x	1168.1	=	\$102,770.49	Estimated Cost Year 1
Year 2	\$92.38	x	2333.8	=	\$215,595.15	Estimated Cost Year 2
Year 3	\$97.00	x	519.1	=	\$50,353.20	Estimated Cost Year 3
Year 4	\$101.85	x	0.0	=	\$0.00	Estimated Cost Year 4
Year 5	\$106.94	x	0.0	=	\$0.00	Estimated Cost Year 5
Year 6	\$112.29	x	0.0	=	\$0.00	Estimated Cost Year 6
Total Direct Labor Cost with Escalation					\$368,718.84	
Direct Labor Subtotal before Escalation					\$353,771.04	
Estimated total of Direct Labor Salary Increase					\$14,947.80	Transfer to Page 1

NOTES:

1. This is not the only way to estimate salary increases. Other methods will be accepted if they clearly indicate the % increase, the # of years of the contract, and a breakdown of the labor to be performed each year.
2. An estimation that is based on direct labor multiplied by salary increase % multiplied by the # of years is not acceptable. (i.e. \$250,000 x 2% x 5 yrs = \$25,000 is not an acceptable methodology)
3. This assumes that one year will be worked at the rate on the cost proposal before salary increases are granted.
4. Calculations for anticipated salary escalation must be provided.

Certification of Direct Costs:

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

1. Generally Accepted Accounting Principles (GAAP)
2. Terms and conditions of the contract
3. [Title 23 United States Code Section 112](#) - Letting of Contracts
4. [48 Code of Federal Regulations Part 31](#) - Contract Cost Principles and Procedures
5. [23 Code of Federal Regulations Part 172](#) - Procurement, Management, and Administration of Engineering and Design Related Service
6. [48 Code of Federal Regulations Part 9904 - Cost Accounting Standards Board](#) (when applicable)

All costs must be applied consistently and fairly to all contracts. All documentation of compliance must be retained in the project files and be in compliance with applicable federal and state requirements. Costs that are noncompliant with the federal and state requirements are not eligible for reimbursement. Local governments are responsible for applying only cognizant agency approved or Caltrans accepted Indirect Cost Rate(s).

Prime Consultant or Subconsultant Certifying:

Name: Matt Brogan

Title*: Principal, Executive Vice President

Signature: 

Date of Certification (mm/dd/yyyy): 10/20/2025

Email: mbrogan@markthomas.com

Phone Number: 916-605-6761

Address: 516 Gibson Drive, Suite 230, Roseville, CA 95678

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

List services the consultant is providing under the proposed contract:

Construction Management & Inspection

OTHER DIRECT COSTS

10/23/2025

	DESCRIPTION	QUANTITY	UNIT	UNIT COST	TOTAL	COST PER TASK
TASK 1	Project Management					
	DESCRIPTION	QUANTITY	UNIT	UNIT COST	TOTAL	
	Mileage Costs		Mile	\$ 0.70	\$ -	
	Vehicle Charge		Day	\$ 25.00	\$ -	
TASK 2	Earthwork					
	DESCRIPTION	QUANTITY	UNIT	UNIT COST	TOTAL	
	Mileage Costs	2730	Mile	\$ 0.70	\$ 1,911.00	
	Vehicle Charge	21	Day	\$ 25.00	\$ 525.00	
	Nuclear Density Guage	21	Day	\$ 25.00	\$ 525.00	
						\$ 2,961.00
TASK 3	Structural Concrete					
	DESCRIPTION	QUANTITY	UNIT	UNIT COST	TOTAL	
	Mileage Costs	5330	Mile	\$ 0.70	\$ 3,731.00	
	Vehicle Charge	41	Day	\$ 25.00	\$ 1,025.00	
	Concrete Equipment	15	Day	\$ 65.00	\$ 975.00	
						\$ 5,731.00
TASK 4	Source Inspection/Welding					
	DESCRIPTION	QUANTITY	UNIT	UNIT COST	TOTAL	
	Mileage Costs	780	Mile	\$ 0.70	\$ 546.00	
	Vehicle Charge	6	Day	\$ 25.00	\$ 150.00	
						\$ 696.00
TASK 5	Hot Mix Asphalt					
	DESCRIPTION	QUANTITY	UNIT	UNIT COST	TOTAL	
	Mileage Costs	1040	Mile	\$ 0.70	\$ 728.00	
	Vehicle Charge	8	Day	\$ 25.00	\$ 200.00	
	Nuclear Density Guage	2	Day	\$ 25.00	\$ 50.00	
						\$ 978.00
					TOTAL OTHER DIRECT COSTS:	\$ 10,366.00

Task 1 Project Management

DESCRIPTION	QUANTITY	UNIT	UNIT COST	MULT	TOTAL
	1			1	\$ -

Task 1 ODC Total: \$ -

Task 2 Earthwork

DESCRIPTION	QUANTITY	UNIT	UNIT COST	MULT	TOTAL
Sieve Analysis w/#200 Wash	4	Each	\$ 220.00	1	\$ 880.00
Sand Equivalent - 3 Point	4	Each	\$ 165.00	1	\$ 660.00
Resistance Value (R-Value) Soils	1	Each	\$ 400.00	1	\$ 400.00
Resistance Value (R-Value) Treated Soil/Aggregate Base	1	Each	\$ 500.00	1	\$ 500.00
California Impact Test	50	Each	\$ 365.00	1	\$ 18,250.00

Task 2 ODC Total: \$ 20,690.00

Task 3 Structural Concrete

DESCRIPTION	QUANTITY	UNIT	UNIT COST	MULT	TOTAL
Concrete Compressive Strength - 4x8 Cylinders	126	Each	\$ 40.00	1	\$ 5,040.00
Sieve Analysis - Coarse Aggregate	14	Each	\$ 175.00	1	\$ 2,450.00
Sieve Analysis- Fine Aggregate	14	Each	\$ 165.00	1	\$ 2,310.00
Cleanness Value	14	Each	\$ 250.00	1	\$ 3,500.00
Sand Equivalent - 1 Point	14	Each	\$ 125.00	1	\$ 1,750.00

Task 3 ODC Total: \$ 15,050.00

Task 4 Source Inspection/Welding

DESCRIPTION	QUANTITY	UNIT	UNIT COST	MULT	TOTAL
Reinforcing 7 Wire Strand - Tensile & Elongation	6	Each	\$ 450.00	1	\$ 2,700.00
Reinforcing Steel - Coupler Tensile	6	Each	\$ 450.00	1	\$ 2,700.00
				1	\$ -
				1	\$ -
				1	\$ -
				1	\$ -

Task 5 ODC Total: \$ 5,400.00

Task 5 Hot Mix Asphalt

DESCRIPTION	QUANTITY	UNIT	UNIT COST	MULT	TOTAL
HMA Moisture Content	1	Each	\$ 80.00	1	\$ 80.00
Asphalt Binder Content - Ignition Oven Calibration	1	Each	\$ 480.00	1	\$ 480.00
Asphalt Binder Content - Ignition Oven	2	Each	\$ 230.00	1	\$ 460.00
Maximum Specific Gravity (Rice)	2	Each	\$ 235.00	1	\$ 470.00
VMA/VFA/Dust Proportion - MS2	1	Each	\$ 185.00	1	\$ 185.00
Sand Equivalent - 3 Point	2	Each	\$ 165.00	1	\$ 330.00
Seive Analysis - Course and Fine	2	Each	\$ 220.00	1	\$ 440.00
Hamburg Wheel Track	1	Each	\$ 1,490.00	1	\$ 1,490.00
Tensile Strength Ratio (TSR)	1	Each	\$ 1,390.00	1	\$ 1,390.00
Asphalt Binder Content - Ignition Oven	2	Each	\$ 230.00	1	\$ 460.00
Maximum Specific Gravity (Rice)	2	Each	\$ 235.00	1	\$ 470.00
VMA/VFA/Dust Proportion - MS2	1	Each	\$ 185.00	1	\$ 185.00

Task 7 ODC Total: \$ 6,440.00

TOTAL LABORATORY TESTS	\$ 47,580.00
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CALCULATIONS FOR ANTICIPATED SALARY INCREASE

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

Direct Labor Subtotal per Cost Proposal	Total Hours per Cost Proposal	=	Avg Hourly Rate	5 Year Contract Duration
<u>\$ 25,889.38</u>	<u>600</u>		<u>43.15</u>	Year 1 Avg Hourly Rate

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

	Avg Hourly Rate		Proposed Escalation			
Year 1	\$43.15	+	5.0%	=	\$45.31	Year 2 Avg Hourly Rate
Year 2	\$45.31	+	5.0%	=	\$47.57	Year 3 Avg Hourly Rate
Year 3	\$47.57	+	5.0%	=	\$49.95	Year 4 Avg Hourly Rate
Year 4	\$49.95	+	5.0%	=	\$52.45	Year 5 Avg Hourly Rate

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

	Estimated % Completed Each Year		Total Hours per Cost Proposal		Total Hours per Year	
Year 1	60%	*	600	=	360.00	Est Hours Year 1
Year 2	30%	*	600	=	180.00	Est Hours Year 2
Year 3	10%	*	600	=	60.00	Est Hours Year 3
Year 4	0%	*	600	=	0.00	Est Hours Year 4
Year 5	0%	*	600	=	0.00	Est Hours Year 5
Total	100%		Total	=	600.00	

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

	Avg Hourly Rate (calculated above)		Estimated hours (calculated above)		Cost per Year	
Year 1	\$43.15	*	360	=	\$15,533.64	Est Hours Year 1
Year 2	\$45.31	*	180	=	\$8,155.16	Est Hours Year 2
Year 3	\$47.57	*	60	=	\$2,854.31	Est Hours Year 3
Year 4	\$49.95	*	0	=	\$0.00	Est Hours Year 4
Year 5	\$52.45	*	0	=	\$0.00	Est Hours Year 5
Total Direct Labor Cost with Escalation				=	\$26,543.11	
Direct Labor Subtotal before Escalation				=	\$25,889.38	
Estimated Total of Direct Labor Salary Increase				=	<u>\$653.73</u>	<i>(Transfers to Page 1)</i>

72.58%

84.80%

NOTES:

1. This is not the only way to estimate salary increases. Other methods will be accepted if they clearly indicate the % increase, the # of years of the contract, and a breakdown of the labor to be performed each year.
2. An estimation that is based on direct labor multiplied by salary increase % multiplied by the # of years is not acceptable. (i.e. \$250,000 x 2% x 5 years = \$25,000 is not an acceptable methodology)
3. This assumes that one year will be worked at the rate on the cost proposal before salary increases are granted.
4. Calculations for anticipated salary escalation must be provided.

CERTIFICATION OF DIRECT COSTS


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

1. Generally Accepted Accounting Principles (GAAP)
2. Terms and conditions of the contract
3. Title 23 United States Code Section 112 - Letting of Contracts
4. 48 Code of Federal Regulations Part 31 - Contract Cost Principles and Procedures
5. 23 Code of Federal Regulations Part 172 - Procurement, Management, and Administration of Engineering and Design Related
6. 48 Code of Federal Regulations Part 9904 - Cost Accounting Standards Board

All costs must be applied consistently and fairly to all contracts. All documentation of compliance must be retained in the project files and be in compliance with applicable federal and state requirements. Costs that are noncompliant with the federal and state requirements are not eligible for reimbursement. Local governments are responsible for applying only cognizant agency approved or Caltrans accepted In direct Cost Rate(s).

Prime Consultant or Subconsultant Certifying:

Name: Benjamin D. Crawford Title *: President

Signature :  Date of Certification: 10/23/2025

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

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

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

List services the consultant is providing under the proposed contract:

Construction Materials Testing

EXHIBIT E
APPENDICES A and E
of the TITLE VI ASSURANCES

EXHIBIT E
ATTACHMENT 2
Appendices A and E of the Title VI Assurances
(US DOT Order 1050.2A)
APPENDIX A

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

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

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

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees to comply with the following non-discrimination statutes and authorities, including, but not limited to:

Pertinent Non-Discrimination Authorities:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21.
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 et seq.), prohibits discrimination on the basis of sex;
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.), as amended, (prohibits discrimination on the basis of disability); and 49 CR Part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 U.S.C. § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131 – 12189) as implemented by Department of Transportation regulations 49 C.F.R. parts 37 and 38;
- The Federal Aviation Administration's Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq).