

Agreement No. ___ - ___

**AGREEMENT BETWEEN THE COUNTY OF YOLO AND GEOCON
CONSULTANTS, INC. FOR CONSULTING SERVICES FOR QUALITY
ASSURANCE MATERIAL TESTING AND ROAD STRUCTURE
EVALUATION AND DESIGN**

This AGREEMENT is entered into as of May 5, 2026 by and between the following parties (“Effective Date”):

The name of the “CONSULTANT” is as follows:
Geocon Consultants, Inc.

Incorporated in the State of California
The Project Manager for the “CONSULTANT” will be Jeremy Zorne

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 professional engineering ; and)

WHEREAS, the LOCAL AGENCY desires to obtain On-Call Materials Testing and on-call Geotechnical Design Services associated with County roads and bridges at various locations within Yolo county, California (“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. 03-5922S22}; County Agreement No. 17-24 (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 qualifications, an excerpt of which is attached as Exhibit A; and

WHEREAS, the CONSULTANT submitted a Statement of Qualifications (“SOQ”) to provide engineering design services and material and construction testing 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 (3/30/2026). 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 on each specific project in accordance with the Task Order. These reports shall be submitted at least once a month. The report should be sufficiently detailed for LOCAL AGENCY's Contract Administrator or Project Coordinator to determine, if CONSULTANT is performing to expectations, or is on schedule; to provide communication of interim findings, and to sufficiently address any difficulties or special problems encountered, so remedies can be developed.

B. CONSULTANT's Project Manager shall meet with LOCAL AGENCY's Contract Administrator or Project Coordinator, as needed, to discuss progress on the project(s).

ARTICLE III STATEMENT OF WORK

A. **Services.** Consultant shall furnish and perform the following on-call tasks in accordance with Exhibits A-D, and in a manner satisfactory to the Director of Public Works, or his/her designee ("Director") 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 (May 4, 2031), unless extended by amendment.

B. The period of performance for each specific project shall be in accordance with the Task Order for that project. If work on a Task Order is in progress on the expiration date of this AGREEMENT, the terms of the AGREEMENT shall be extended by AGREEMENT amendment prior to the expiration of the AGREEMENT to cover the time needed to complete the task order in progress only. The maximum term shall not exceed five (5) years.

ARTICLE V ALLOWABLE COSTS AND PAYMENTS

A. CONSULTANT will be reimbursed for hours worked at the hourly rates specified in the CONSULTANT's approved Cost Proposal attached as Exhibit D. The specified hourly rates shall include direct salary costs, employee benefits, prevailing wages, employer payments, overhead, and fee. These rates are not adjustable for the performance period set forth in this AGREEMENT, except as provided in paragraph P below. CONSULTANT will be reimbursed within thirty (30) days upon receipt by LOCAL AGENCY'S Contract Administrator of itemized invoices, as set forth in more detail in paragraph J below.

B. In addition, CONSULTANT will be reimbursed for incurred (actual) direct costs included in the approved Cost Proposal and in the executed Task Order.

C. Specific projects will be assigned to CONSULTANT through issuance of Task Orders.

D. After a project to be performed under this AGREEMENT is identified by LOCAL AGENCY, LOCAL AGENCY will prepare a draft Task Order (without a cost estimate). A draft Task Order will identify the scope of services, expected results, project deliverables, period of performance, project schedule and will designate a LOCAL AGENCY Project Coordinator. The draft Task Order will be delivered to CONSULTANT for review. CONSULTANT shall return the draft Task Order within ten (10) calendar days along with a Cost Estimate, including a written estimate of the number of hours and hourly rates per staff person, any anticipated reimbursable expenses, overhead, fee if any, and total dollar amount. After agreement has been reached on the negotiable items and total cost, the finalized Task Order shall be signed by both LOCAL AGENCY and CONSULTANT.

E. Task Orders may be negotiated for a lump sum (Firm Fixed Price) or for specific rates of compensation, both of which must be based on the labor and other rates set forth in CONSULTANT's approved Cost Proposal.

F. Reimbursement for transportation and subsistence costs shall not exceed the rates as specified in the approved Cost Proposal. CONSULTANT will be responsible for transportation and subsistence costs in excess of Federal rates.

G. When milestone cost estimates are included in the approved Cost Proposal, CONSULTANT shall obtain prior written approval in the form of an AGREEMENT amendment for a revised milestone cost estimate from the Contract Administrator before exceeding such estimate.

H. Progress payments for each Task Order will be made monthly in arrears based on services provided and actual costs incurred.

I. CONSULTANT shall not commence performance of work or services until this AGREEMENT has been approved by LOCAL AGENCY, a Task Order has been prepared and finalized in accordance with this AGREEMENT, and notification to proceed has been issued by LOCAL AGENCY'S Contract Administrator. No payment will be made prior to approval or for any work performed prior to approval of this AGREEMENT.

J. CONSULTANT will be reimbursed within thirty (30) days upon receipt by LOCAL AGENCY'S Contract Administrator of itemized invoices in duplicate. Separate invoices itemizing all costs are required for all work performed under each Task Order. Invoices shall be submitted no later than thirty (30) calendar days after the performance of work for which CONSULTANT is billing, or upon completion of the Task Order. Invoices shall detail the work performed on each milestone, on each project as applicable. Invoices shall follow the format stipulated for the approved Cost Proposal and shall reference this AGREEMENT number, project title and Task Order number. Credits due LOCAL AGENCY that include any equipment purchased under the provisions of Article XI Equipment Purchase, must be reimbursed by CONSULTANT prior to the expiration or termination of this AGREEMENT. Invoices shall be mailed to LOCAL AGENCY's Contract Administrator at the following address:

COMMUNITY SERVICES DEPARTMENT
/ MARK CHRISTISON
292 W BEAMER STREET
WOODLAND, CA 95695

K. The period of performance for Task Orders shall be in accordance with dates specified in the Task Order. No Task Order will be written which extends beyond the expiration date of this AGREEMENT.

L. The total amount payable by LOCAL AGENCY for an individual Task Order shall not exceed the amount agreed to in the Task Order, unless authorized by amendment.

M. If CONSULTANT fails to satisfactorily complete a deliverable according to the schedule set forth in a Task Order, no payment will be made until the deliverable has been satisfactorily completed.

N. Task Orders may not be used to amend the language (or the terms) of this AGREEMENT nor to exceed the scope of work under this AGREEMENT.

O. The total amount payable by LOCAL AGENCY for all Task Orders resulting from this AGREEMENT shall not exceed \$ (500,000.00). It is understood and agreed that there is no guarantee, either expressed or implied that this dollar amount will be authorized under this AGREEMENT through Task Orders.

P. 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), **3%**. 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 III TERMINATION

A. This AGREEMENT may be terminated by LOCAL AGENCY without cause, provided that LOCAL AGENCY 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 VI 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 VII 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 VIII 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 IX 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. Any retainage kept by CONSULTANT or by a subconsultant must be paid in full to the earning subconsultant within 15 days after the subconsultant's work is satisfactorily completed. 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 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 X 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 XI 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 XII 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 XIII 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 XIV 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 XV 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 XVI 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 XVII 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 CGL and automobile policies 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 XVIII 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 XIX 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 XX 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 XXI 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 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 XXII 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 XXIII 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 XXIV 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 XXV 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 XXVI 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 XXVII 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 XXVIII 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 XXIX 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 XXX 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 XXXI 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:

Geocon Consultants, Inc.
Jeremy Zorne, Vice President / Senior Engineer
3160 Gold Valley Drive, Suite 800
Rancho Cordova, CA 95742

LOCAL AGENCY:

Yolo County Community Services Department
Public Works Division
Mark Christison, Contract Administrator
292 W Beamer Street
Woodland, CA 95695


ARTICLE XXXII 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 XXXIII SIGNATURES

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

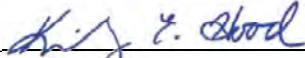
CONTRACTOR

By  _____
Jeremy Zorne, Vice President / Senior Engineer
Geocon Consultants, Inc.

COUNTY OF YOLO

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

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

By  _____
Kimberly E. Hod, Chief Assistant County
Counsel

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.

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.

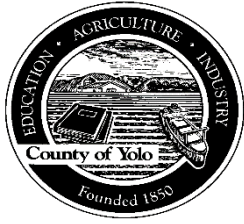
CONTRACTOR shall take such action with respect to any sub-agreement or procurement as the recipient or FHWA may direct as a means of enforcing such provisions including sanctions for noncompliance, provided, however, that, in the event CONTRACTOR becomes involved in, or is threatened with, litigation 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.

APPENDIX E

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 of the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131 – 12189) as implemented by Department of Transportation regulations 49 C.F.R. parts 37 and 38;
- The Federal Aviation Administration's Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 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).



COUNTY OF YOLO

Procurement Division

Notice of Request for Qualifications (RFQ)
For
On-Call Materials Testing and Geotechnical
Engineering Services

Bid #: RFQ-2025-0013
Bid Posted: November 7, 2025

Proposal Responses Due:
December 15, 2025
2:00 PM Pacific

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

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

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IV. TERMS AND CONDITIONS.....	18
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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 Form Supplied)
- Exhibit H Exceptions to County Contract (County Form Supplied)
- Exhibit I Disclosure of Lobbying Activities (aka Exhibit 10-Q) (County Form Supplied)
- Exhibit J Non-Collusion/Non-Conflict of Interest Statement (County Form Supplied)
- Exhibit K Certification of Indirect Costs and Financial Management System (County Form Supplied)
- Exhibit L California Safe Harbor Indirect Cost Rate Program Form (County Form Supplied)
- Exhibit M Cost Proposal (Form 10-H2). [THIS ITEM SHALL NOT BE SUBMITTED WITH THE VENDOR'S INITIAL PROPOSAL. After the County has completed its initial evaluation and ranked the proposals, the County will request a cost proposal from the highest ranked consultant.]

Attachments:

- Attachment 1 Sample Consultant Agreement
- Attachment 2 Work Proposal Form
- Attachment 3 Quality Assurance Plan

I. INTRODUCTION

A. STATEMENT OF PURPOSE

The County of Yolo is requesting a statement of qualifications ("SOQs"), and accompanying documentation, from qualified consultants to provide Preliminary and Design Engineering services for On-Call Materials Testing and Geotechnical Design Services associated with County roads and bridges at various locations within Yolo County, California. Proposers must comply with the instructions found in this RFQ.

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

B. SYNONYMOUS TERMS

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

- a. Supplier, Vendor, Contractor, Consultant
- 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 WORK

1) COUNTY BACKGROUND:

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 live 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.

The County will sign a five-year contract for this design-related work. See Contract Term section in this RFQ.

2) PROJECT BACKGROUND

The County undertakes a number of road rehabilitation and bridge replacement construction projects each year (from 3 to 6 on average), using a variety of state and federal funding sources. Because the County does not have the in-house facilities or staff to complete the following services, the successful firm must have the capacity and the capability to:

- a. Perform Caltrans certified field and laboratory testing
- b. Perform road base reclamation and stabilization design work including, but not limited to traditional pavement design, cold foam in place recycling, lime stabilization, and cement treatment.

The consultant shall perform professional and technical services required to support the County in the development and construction of County Road and bridge projects, on an "as-needed" basis.

The on-call quality assurance material testing work consists, in general, of performing Caltrans standard field and laboratory testing to evaluate the **construction contractor's compliance with the project specifications**. *For all testing work on federal and state aided projects, the laboratory and testing personnel must be certified by the Caltrans Independent Assurance Program.*

The on-call road structure evaluation and design work consist, in general, of performing field and laboratory testing necessary to evaluate the remaining **service life of an existing road's structural section**. **The results of this work may be**

used by County staff in pavement design work. If specialized geotechnical analysis is requested by the County, this work may also include the preparation of a design report by a licensed geotechnical or civil engineer, with recommendations for rehabilitation alternatives.

Other geotechnical, design, and construction assistance services related to the tasks described above may also be required, as agreed to in writing by the Director of Public Works, or their designee.

Task 1: On-Call Quality Assurance Testing Services

Quality assurance materials sampling and testing work consists of performing Caltrans, ASTM or **AASHTO test methods to evaluate a construction contractor's** compliance with the project specifications, generally at the minimum frequency as **specified in the County's Quality Assurance Plan** (see Attachment 3).

Written test results shall be provided to the County by email, or hand delivery according to (Attachment 3's) EXHIBIT B, **"Time Required for Material Acceptance Tests", contained in the County Quality Assurance Plan.** EXHIBIT B specifies number of days that the QA lab shall have to submit written test results to the County from the sample date to the report submittal date. Test reports shall indicate County job number and project name.

If consultant field or laboratory representative identifies substandard construction materials through laboratory or field (attesting or substandard field construction methods, consultant manager shall notify the Resident Engineer by both phone and email before the field personnel has left the field or within two (2) hours of learning about the failed test, whichever is sooner.

The cost of reporting the test results shall be included in the cost of the test:

- a. The field and laboratory testing required for assurance testing must be performed by individuals certified through the Caltrans Independent Assurance Program. Current certificates (Caltrans Form TL-0111) **demonstrating each individual's qualification to perform any Caltrans tests** requested by the County shall be provided to the County prior to the work.
- b. The laboratory in which all necessary Caltrans tests are performed for assurance testing shall be certified through the Caltrans Independent Assurance Program. The qualification form (Caltrans Form TL-0113) shall be kept current at all times and shall be provided to the County prior to the work.
- c. **The range of tests that may be required for County's projects, is provided in the County's Quality Assurance Plan**, and may also include the following tests:
 - Direct Shear Test (at Natural Moisture--One Point)
 - Direct Shear Test (Saturated and Consolidated--One Point)
 - Direct Shear Test (Remolded, Saturated and Consolidated--Three Points)
 - Consolidation Test (Without Rate Data)
 - Consolidation Test-Rate Data on Single Load Increment

- Unconfined Compression Test (Tube Samples)
- Unit Dry Weight-Moisture Content (Undisturbed Samples)
- Moisture Content
- Specific Gravity - Fine Grain (ASTM D854)
- Specific Gravity - Bulk Soils (ASTM C97)
- Maximum Dry Density-Optimum Moisture (AASHTO T-99, ASTM D698)
- Maximum Dry Density-Optimum Moisture (AASHTO T-180, ASTM D1557)
- Maximum Dry Density-Optimum Moisture (CTM 216)
- Grain Size Analysis (ASTM C136)
- Grain Size Analysis-Wet Sieve (Coarse or Fine Series - CTM 202)
- Wash-Minus 200 Sieve (ASTM D1140)
- Hydrometer Grain Size Analysis (ASTM D422)
- Sand Equivalent (CTM 217)
- Plasticity Index (Includes Liquid & Plastic Limits - ASTM D4318)
- Shrinkage Limit
- Expansion Test (Undisturbed Samples)
- Expansion Index Test (Remolded - UBC 29-2)
- Corrosivity Test (pH/Minimum Resistivity - CTM 643)
- Corrosivity Test (CTM 532)
- Resistance Value (CTM 301)
- Los Angeles Abrasion Test (CTM 211)
- Durability Index (Coarse and Fine - CTM 229F)
- Triaxial Compression (Unconsolidated, Undrained)
- Triaxial Compression (Consolidated, Undrained)
- Permeability (Fixed Wall)
- Permeability (Flexible Wall)
- Concrete Cylinder Compression (Break or Hold)
- Compressive Strength, Cast Cylinders (C39)
- Compressive Strength, Cores (C42)
- Sodium/Magnesium Sulfate Soundness (ASTM D5240)
- Stabilometer Value (CTM366)
- Bitumen Content, Ignition Furnace (CTM310, CTM382)
- Bitumen Content (ASTM D2172)
- Unit Weight of Compacted Asphalt (ASTM D2726)
- Marshall Compaction, set of 3 (ASTM D1559)
- Marshall Flow and Stability, per point (ASTM D1559)
- Maximum Theoretical Specific Gravity (ASTM D2041)
- Moisture Content of Soil and Rock by Mass (ASTM D2216)
- Percentage of Crushed Particles (CT 205)
- Bulk Specific Gravity and Density (CT 308)
- Theoretical Maximum Specific Gravity and Density (CT 309)
- Field Compaction Testing (CT 375)
- Method of Tests for Mechanical and Welded Reinforcing Steel Splices (CT 670)
- Full Depth Recycling Strength Testing
- AWS Certified Welding Inspector (CWI)
- Nondestructive Testing (NDT) Technician certified in conformance with the requirements of the
- American Society for Nondestructive Testing (ASNT) Recommended Practice No. SNT-TC-1A

This RFQ incorporates a recently approved Yolo County Quality Assurance Plan as Attachment No. 3 which species the maximum laboratory test reporting time allowed for quality assurance laboratory construction materials test

Deliverables:

As agreed upon by County and consultant in a WPF for each project.

Schedule:

As agreed upon by County and consultant in a WPF for each project

Method of Payment:

Since material testing is an item of work, which is similar, repetitious and measurable, the Consultant will be paid based on specific item of work performed (cost per unit of work).

Task 2: On-Call Pavement / Road Structure Evaluation

Consultant shall evaluate existing pavement and road structure conditions. This evaluation may include, but is not limited to visual inspection of pavement and drainage conditions, photographing existing road conditions, pavement deflection testing in accordance with standard testing methods, investigating existing structural section thickness, laboratory testing of existing road structure materials, and R value testing of existing base and subbase using **standard testing methods. Consultant's work may include** traffic control necessary for field work.

If requested by County, consultant shall prepare a draft report with their findings of road condition evaluation and recommendations for road rehabilitation. The report shall include, but not be limited to, test locations, test procedures; test results; findings; information related to the rehabilitation of any excessive pavement damage, defects, and failed sub-base; review of results of deflection tests; review of results of laboratory tests; options for rehabilitation; cost comparison between rehabilitation options; **consultant's recommendation for rehabilitation strategy; and preliminary engineer's estimate** for construction of the recommended option.

As requested by the County, consultant's evaluation of options shall include, but is not limited to, asphalt concrete overlay, traditional reconstruction, cold-foam in place recycling, full depth recycling, reuse of the existing road section for reconstruction of road, rubberized AC, additional base stabilization required for construction, pavement reinforcing fabric, and base repair prior to overlay.

As requested by the County, consultant's recommendation for any overlay design shall be presented for various design lives. **Consultant's recommendation** shall include proposed limits for each recommended strategy.

The Rehabilitation Design Report may include recommendations for any additional investigation or design work deemed necessary for base stabilization.

Consultant's report shall recommend whether or not, in the consultant's opinion, additional design work such as cold-foam in place recycling or additional base stabilization is necessary to provide a more cost effective design of the pavement structure.

Consultant shall prepare final report after receiving comments from County. The final report shall include technical specifications to implement proposed design.

Materials of Payment:

- Current traffic data for the project roads
- As-built plans, where available

Deliverables:

As agreed upon by County and consultant in a WPF for each project.

Schedule:

As agreed upon by County and consultant in a WPF for each project.

Method of Payment:

The Consultant will be paid at an agreed and supported specific fixed hourly rate for each class of employee engaged directly in the work (specified rates of **compensation**). **Such rates of pay include the consultant's estimated costs and net fee (profit).** Federal regulations require that profit be separately negotiated from contract costs. The specific rates of compensation, except for an individual acting as a sole proprietor, are to include an hourly breakdown, direct salary costs, fringe benefits, indirect costs, and net fee. Other direct costs may be included, such as travel and equipment rentals, if not already captured in the indirect cost rate.

Task 3: Other on-call Geotechnical Services

Geotechnical engineering and technical services required to support the County in development and construction of County Road and bridge projects, on an **"as-needed" basis.**

Deliverables:

As agreed upon by County and consultant in a WPF for each project.

Schedule:

As agreed upon by County and consultant in a WPF for each project.

Allowable Costs and Payments:

The Consultant will be paid at an agreed and supported specific fixed hourly rate for each class of employee engaged directly in the work (specified rates of **compensation**). **Such rates of pay include the consultant's estimated costs and net fee (profit).** Federal regulations require that profit be separately negotiated from contract costs. The specific rates of compensation, except for an individual acting as a sole proprietor, are to include an hourly breakdown, direct salary costs, employee benefits, overhead costs, and fee. Other direct costs may be

included, such as travel and equipment rentals, if not already captured in the indirect cost rate.

3) VENDOR MINIMUM REQUIREMENTS

- a. Bridge design experience with an ability to perform all necessary technical studies required by current Caltrans Design Standards and as required by Caltrans District 3 for NEPA and CEQA certification.
- b. Experience in producing accurate and complete cost estimates.
- c. Project staff that is qualified and has relevant experience to perform the assigned tasks.
- d. Comprehension of the scope of work to produce buildable construction **drawings, specifications and an engineer's estimate.**
- e. Experience coordinating the work of other consultants and professionals and incorporating consultant work into final design.
- f. The ability to meet the minimum insurance requirements detailed in Sample Agreement.
- g. The ability to execute the attached Agreement.

4) AWARDED CONTRACTOR REQUIREMENT:

- a. The successful Awarded contractor must supply all insurance requirements as required in Attachment 1.
- b. **CONTRACT TERM:** Contractor agrees to provide awarded items and/or services as specified in the RFQ document for a maximum contract term of five (5) years.

The initial contract term will be for three (3) years, with the option to renew for two (2) additional one-year periods.

See Section IV. Paragraph I ("Price Escalation") of this RFQ for additional information on how rates may be adjusted during the contract term.

D. PROPOSAL DEADLINE

Proposals shall be submitted no later than the Proposal Deadline time and date detailed in the Section II, RFQ Schedule of Events. Proposers shall respond to the written RFQ 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.

E. 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.

F. ADDENDA

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

II. SCHEDULE OF EVENTS

The following RFO Schedule of Events represents the County's best estimate of the schedule that shall be followed. Unless otherwise specified, the time of day for the following events shall be between 8:00 a.m. and 5:00 p.m., Pacific Time.

The County reserves the right, at its sole discretion, to adjust this schedule as it deems necessary.

Notification of any adjustment to the Schedule of Events shall be provided to all vendors through Beacon. The County is not responsible for failure of the prospective Bidders/Offerors to check for any RFO document updates, changes, or answers to questions posted at the Beacon website. Failure to periodically check the website will be at the Bidder's/Offeror's sole risk.

	EVENT	DATE	TIME
1	County Issues RFO	11/7/25	2 p.m.
2	Deadline for Written Comments Posted	11/17/25	2 p.m.
3	County Issues Responses to Written Comments	12/1/25	
4	Deadline Proposal Due	12/15/25	2 p.m.
5	County Completes Evaluations	TBD	
6	Anticipated Contract Start Date	March 2026	

III. GENERAL INSTRUCTIONS AND INFORMATION

A. RFQ COORDINATOR

The following RFQ Coordinator shall be the main point of contact for this RFQ:

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

Request for Qualification (RFQ) information can be downloaded at no cost at <https://www.beaconbid.com/solicitations/yolo-county/open>. **It is the respondent's responsibility to register at <https://www.yolocounty.gov/government/general-government-departments/financial-services/procurement/current-advertised-bids> to ensure notification of all addenda. It is the respondent's responsibility to arrange for printing services to obtain printed copies of documents.**

B. COMMUNICATIONS REGARDING THE RFQ

Upon release of this RFQ, all vendor communications concerning this procurement must be directed to the RFQ Coordinator named above. Unauthorized contact regarding the RFQ with other County employees of the procuring county agency may result in disqualification. Consultants contacting the County directly seeking information about this RFQ may jeopardize the integrity of the selection process and risk possible disqualification

Questions concerning this proposal, including specifications, requirements, terms and/or conditions of a solicitation, etc. should be submitted solely in writing online at <https://www.beaconbid.com/solicitations/yolo-county/open> in the questions and answers section of the solicitation no later than the date and time noted above in the Section II. Schedule of Events Chart, item#3 Deadline for Written Comments Posted or per any changes to Schedule of Events as posted to Beacon. The County is not responsible for failure of the prospective Bidders/Offerors to check for any RFQ document updates, changes, or answers to questions posted at the Beacon website. Failure to periodically check the website will be at the Bidder's/Offeror's sole risk.

Any oral communications shall be considered unofficial and nonbinding on the County.

Any irregularities or lack of clarity in the RFQ should be brought to the attention of the County for correction or clarification.

C. PROPOSAL PREPARATION COSTS

The County shall not pay any costs associated with the preparation, submittal, or presentation of any proposal.

D. PROPOSAL WITHDRAWAL

To withdraw a proposal, the Vendor must submit a written request, signed by an authorized representative, to the RFQ Coordinator. After withdrawing a previously submitted proposal, the vendor may submit another proposal at any time up to the deadline for submitting proposals.

E. PROPOSAL AMENDMENT

The County shall not accept any amendments, revisions, or alterations to proposals after the deadline for proposal submittal unless the County formally requests such in writing.

F. PROPOSAL ERRORS

Proposers are liable for all errors or omissions contained in their proposals. Proposers shall not be allowed to alter proposal documents after the deadline for submitting a proposal.

G. PROHIBITION OF PROPOSER TERMS & CONDITIONS

A Proposer may not submit the Proposer's own contract terms and conditions in a response to this RFQ. If a proposal contains such terms and conditions, the County, at its sole discretion, may determine the proposal to be a nonresponsive counteroffer, and the proposal may be rejected.

H. ASSIGNMENT AND SUBCONTRACTING

The Contractor may not subcontract, transfer, or assign any portion of the contract without prior, written approval from the County. The County must approve each subcontractor in writing. The substitution of one subcontractor for another may be made only at the discretion of the County and with prior, written approval from the County.

Notwithstanding the use of approved subcontractors, the Proposer, if awarded a contract under this RFQ, shall be the prime contractor and shall be responsible for all work performed.

Contractor shall require each of its subcontractors of any tier to carry the aforementioned coverage, or Contractor may insure subcontractors under its own policy.

I. PROPOSAL OF ADDITIONAL SERVICES

If a Proposer indicates an offer of goods or services in addition to those required by and described in this RFQ, these additional goods or services may be added to the contract before contract signing at the sole discretion of the County.

J. INDEPENDENT PRICE DETERMINATION

A proposal shall be disqualified and rejected by the County if the price in the proposal was not arrived at independently without collusion, consultation, communication, or agreement as to any matter relating to such prices with any other Proposer, a County employee, or any Competitor.

K. INSURANCE

The successful Contractor will be required to provide and maintain insurance as required and listed in "**Attachment 1**" before commencing work on the contract.

L. LICENSURE

Before a contract pursuant to this RFQ is signed, the Proposer must hold all necessary, applicable business and professional licenses. The County may require any or all Proposers to submit evidence of proper licensure.

M. RFQ AMENDMENT AND CANCELLATION

The County reserves the unilateral right to amend this RFQ in writing at any time. The County also reserves the right to cancel or reissue the RFQ at its sole discretion. If an amendment is issued it shall be provided to all proposers through Beacon. Proposers shall respond to the final written RFQ and any exhibits, attachments, and amendments.

N. RIGHT OF REJECTION

The County reserves the right, at its sole discretion, to reject any and all proposals or to cancel this RFQ in its entirety.

Any proposal received which does not meet the requirements of this RFQ may be considered to be nonresponsive, and the proposal may be rejected. Proposers must comply with all of the terms of this RFQ and all applicable State and County laws and regulations. The County may reject any proposal that does not comply with all of the terms, conditions, and performance requirements of this RFQ.

The County reserves the right, at its sole discretion, to waive variances in proposals provided such action is in the best interest of the County. Where the County waives minor variances in proposals, such waiver does not modify the RFQ requirements or excuse the proposer from full compliance with the RFQ. Notwithstanding any minor variance, the County may hold any Proposer to strict compliance with the RFQ.

O. DISCLOSURE OF PROPOSAL CONTENTS

All proposals become the property of the County, which is a public agency subject to the disclosure requirements of the California Public Records Act (CPRA, California Government Code §6250 and following). The CPRA contains limited exemptions. If you contend that any documents, as defined by the CPRA, are confidential or proprietary material and exempt from CPRA, these documents shall be clearly marked **"Exempt from CPRA."** Proposer shall defend, indemnify and hold the County harmless against any claim, action or litigation (including but not limited to all judgments, costs, fees, and **attorney's** fees) that may result from denial of a CPRA request. If Proposer does not respond to a CPRA request or agree to do so within five (5) days, the County **may disclose the requested information under the CPRA."**

P. PROPOSAL EVALUATION PROCESS

The evaluation process is designed to award the procurement to the Proposer with the best combination of attributes based upon the evaluation criteria.

The County reserves the right, at its sole discretion, to request clarifications of proposals or to conduct discussions for the purpose of clarification with any or all Proposers. If clarifications are made as a result of such discussion, the Proposer shall put such clarifications in writing.

Q. AWARD OF PROPOSAL

Award will be made to the Proposer offering the most advantageous proposal after consideration of all Evaluation Criteria set forth below. This criterion is not listed in any order of preference. The County reserves the right to establish weight factors that will be applied to the criteria depending upon the order of importance. The County shall not be obligated to accept the lowest priced proposal, but will make an award in the best interests of the County after all factors have been evaluated.

Award Evaluation Criteria:

1) Qualifications of Staff and Experience with similar work (15%)

The consultant's experience directly relating to the services described in the RFQ and evidence of ability to complete the work to a high standard, within schedule, and on budget. Additionally, the education, training, and commitment of personnel and sub-consultants and their experience in the areas assigned will be considered. Describe the qualifications and availability of staff and other professional, technical, and administrative resources which will be used to perform the work. List only staff who will work on the proposed contract.

- a. Technical experience in performing work of a closely similar nature to that solicited in this RFQ and highlight the participation in such work by the key personnel proposed for assignment to this project; strength and stability of the firm; strength, stability, experience and technical competence of Subconsultants; assessment by client references.
- b. Demonstrated competence in successful completion of similar projects (history of meeting schedule deadlines and completing work within budget). For the sample projects, describe their relevance to the Project and Services contained in this solicitation including descriptions of how any outstanding issues and project constraints were addressed and resolved.
- c. **Qualifications of "key personnel", especially the Project Manager, including their relevant past experience. Key personnel's level of involvement in performing related work; adequacy of labor commitment; references from past projects; logic of project organization; concurrence in the restrictions on changes in key personnel.**
- d. Have a minimum of three (3) similar projects within the last five (5) years providing the same or similar services requested in this RFQ.

2) **Proposer's** Understanding of the Project (25%)

- a. Explanation of the Project, identification of key requirements and constraints to consider and address.
- b. Describe the approach and work plan for completing the tasks specified in the Scope of Work. The work plan shall be of such detail to demonstrate the **Consultant's ability to accomplish the project objectives and overall schedule.** Outline sequentially the activities that would be undertaken in completing the tasks and specify who would perform them. Identify methods that Consultant will use to ensure quality control as well as budget and schedule control for the project.

3) Customer References (15%)

The consultant's credibility in performing towards the end goal and effectively communicating throughout all phases in past projects. Provide reference(s) of

agencies you have contracted with, providing the same or similar services in the last five (5) years.

4) Financial Responsibility (5%)

The consultant's demonstrated understanding of, and the compliance of its financial management and accounting system with, the cost principles of the Federal Acquisition Regulations of Title 48, Code of Federal Regulations (CFR) Part 31, 48 CFR Part 16.301-3, and **49 CFR Part 18. The consultant's and subconsultant's experience with indirect cost rate audits related to the above,** work. Consultant shall submit Exhibit-K Consultant Certification of Indirect Costs and Financial Management System with their proposal.

5) Familiarity with State and Federal Procedures (5%)

The consultant's demonstrated familiarity with Caltrans certification of field and laboratory methods in the preparation of technical studies, environmental documents, design, PS&E, and construction. The **consultant's demonstrated familiarity with state and federal procedures related to project development, right of way mapping, construction quality assurance, and familiarity and compliance with prevailing wage laws and certification requirements.**

6) Quality and Completeness of Submitted Proposal (35%)

Includes the detailed approach to the project scope outlined in the RFQ, the understanding of the project, level of effort, schedule of work, proposed project management, and unique/creative technical approaches. Indicate experience gained from recent work similar to the proposed work. A list of current and past work on similar projects, staff who worked on these projects and **corresponding client's names, titles, and phone numbers are to be included.**

Consultant selection will be based solely on information provided in the **Proposal. Be sure to include all relevant information and evidence of the firm's** record of performance and ability to perform the work, including satisfactory experience in working with Caltrans and Federal-aid projects. As indicated above, the project team is the key element of the Proposal.

Interview Evaluation Criteria

Interviews are optional and may be conducted at the discretion of the County to clarify information and resolve any outstanding questions or concerns about proposals as submitted.

- 1) Presentation (25%) – This includes content of presentation, demonstrated ability to meet time constraints on previous projects, and presentation effectiveness.
- 2) Project Team and Approach (40%) – This includes key people committed to this contract, time commitment of key people, ability to interact with County personnel and contract team qualifications and related experiences. Moreover, this includes the discussion of project approach and how the consultant will manage the contract.

- 3) Questions and Answers (35%) – This will address technical and managerial experiences, creativity and communication skills, and other related questions regarding the Proposal.

R. AWARD PROCESS

The County reserves the right to make an award without further discussion of any proposal submitted. Each proposal should be initially submitted on the most favorable terms the proposer can offer. The County reserves the right to negotiate and/or include a best and final offer stage to the process.

Notwithstanding, the County reserves the right to add terms and conditions, deemed to be in the best interest of the County, during final negotiations. Any such terms and conditions shall be within the scope of the RFQ and shall not affect the basis of proposal evaluations and will be incorporated in a purchase order.

The County reserves the right, at its sole discretion, to negotiate with the apparent best evaluated Proposer.

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 RFQ 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 RFQ 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 RFQ 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

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 (Caltrans Exhibit 10-H2) 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 M (Caltrans Exhibit 10-H2, 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 RFQ, 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

is committed to fostering relationships with its Suppliers to encourage an ongoing pursuit to fulfill requirements.

1) Protest Procedures:

All protests shall be typed under the protester's letterhead and submitted in accordance with the provisions stated herein. Protests may be submitted by mail or by electronic mail. Protests submitted by facsimile will not be accepted. All protests must be addressed and submitted to both the RFQ Coordinator of this solicitation and the Manager of Procurement. All protests shall include at a minimum the following information:

- a. The name, address, and telephone number of the Protester;
- b. **The signature of the Protester or Protester's representative;**
- c. The solicitation title and due date;
- d. Name of County employee designated as the RFQ/IFB Coordinator;
- e. Identification of the statute or procedure that is alleged to have been violated;
- f. A detailed statement identifying the legal and/or factual grounds of the **protest and all documentation supporting the vendor's position;**
- g. The form of relief requested.

The contact information for the Manager of Procurement is as follows:

Manager of Procurement
Yolo County Department of General Services
120 W. Main St., Suite C
Woodland, CA 95695

Protester's failure to comply with these procedures shall constitute a waiver of any right to further the RFQ Protest and shall constitute a failure to exhaust administrative remedies.

The Manager of Procurement will review the materials in connection with the protest, assess the merits of the protest, and provide a written decision on the **protest. The Manager of Procurement's decision is final.**

If it is determined the protest is frivolous, the party originating the protest may be determined to be irresponsible and may be ineligible for future contracts.

2) Protest of RFQ Specifications/Requirements/Terms & Conditions:

Companies who are concerned regarding irregularities or lack of clarity in specifications, requirements, terms and/or conditions of a solicitation should be brought to the attention of the County. Notice shall be provided prior to the closing date and time of the **designated "question and answer period"** of the proposal noted above in the Section II. Schedule of Events Chart, item#3 Deadline for Written Comments Posted on Beacon.

Notice must be clearly marked **"Notice of Protest of Specifications/Requirements/Terms & Conditions"**. No requests for protests of solicitation specifications, requirements, terms and/or conditions shall be considered after the deadline stated above.

Companies who fail to do so forfeit all rights to protest a solicitation or any subsequent award based on the specifications, requirements, terms or conditions of this solicitation. In the event of the protest for specifications, requirements, terms and/or conditions is denied and the protester wishes to continue in the solicitation process they must still submit a bid/proposal prior to the close of the solicitation.

3) Protest of Disqualification:

Initial evaluations will determine if proposals have met the minimal requirements as indicated in this RFQ. Notices will be sent to all companies who have been disqualified for not meeting the minimal requirements. Should a company disagree with the determination, notice of disagreement must be received within five (5) working days of date of notice identifying areas that are in question and how the company met the minimal requirements. Notice must be clearly marked "Notice of Disagreement". Companies who fail to do so forfeit all rights in the protest process. **It is at the county's discretion at the department level to make final determinations for all disqualified protests.**

4) Protest of Award of Contract:

In protests related to the award of a contract, the protest must be received by e-mail or hard copy no later than 4:00 PM Pacific Time five (5) business days after the notice of the proposed contract. Notice must be clearly marked "Notice of Protest of Award of Contract". A review may be granted if the protest is received within the specified time and the firm/person submitting the protest is a Bidder/Offeror.

Throughout the review process, the County has no obligation to delay or otherwise postpone an award of a contract based on a protest.

V. INSTRUCTIONS FOR COMPLETION OF PROPOSAL

A. SUBMITTING PROPOSALS

The required method of submitting your proposal is electronically through Beacon 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 1-800-402-2231 or suppliersupport@beaconbid.com for vendor support.

Late proposals shall not be accepted, nor shall additional time be granted to any potential Proposer.

B. REQUIRED PROPOSAL SUBMITTALS & FORMAT

The submittals (i.e. completed Exhibits) requested shall be included with the proposal response. Failure to include required submittals may be cause for rejection of your proposal.

The Proposer(s) are required to prepare their written proposals in accordance with the instructions outlined below. Deviations from these instructions may be construed as non-responsive and may be cause for disqualification. Emphasis should be placed on accuracy, completeness, and clarity of content.

Each page submitted should be single-spaced typed pages with one-inch margins, numbered sequentially. The Proposal number and Proposer name should be included on the top of every page submitted. The following are required for your proposal to be considered and must be clearly identified in the proposal with the following:

1) **Exhibit "A"** - Proposal Transmittal Letter

The letter shall state the names of the Project manager and subconsultants, if any, that will perform the work including responsibilities of each. The letter shall include a statement regarding any conflicts of interest and shall be signed by a principal of the firm.

2) **Exhibit "B"** - Approach to Work

Using the Technical Specifications as a guide, describe the firm's experience with similar work in the industry, and the firm's typical managerial approach to this type of work. Describe the firm's operations in sufficient detail to present the proposed method of approach to meet the objectives of the work. Discuss any unique ideas/concerns relating to the project.

3) **Exhibit "C"** - Specialized Experience and Qualifications

Indicate experience gained from recent work similar to the proposed work. A list of current and past work on similar projects, staff who worked on these **projects and corresponding client's names, titles, e-mail and phone numbers** are to be included. Describe the qualifications and availability of staff and other professional, technical, and administrative resources which will be used to perform the work.

4) **Exhibit "D"** - Project Team

List of personnel directly assigned to the project, along with responsibilities on this project and resumes. Resumes shall be limited to one page per person, and shall include dates of degrees, professional certifications, and laboratory certifications, dates, titles and location of relevant employment, and specific accomplishments relevant to the scope of work. Include an organizational chart of personnel involved in the project. Indicate the portion of the time key staff will be available to work on the project and the availability of the project team to continue through the completion of the project. Describe major projects where key team members have worked together previously. Yolo County **reserved the right to approve the consultant's project manager** and any requested personnel and subconsultant changes during the course of the project.

5) **Exhibit "E"** - Familiarity with State and Federal Procedures

Describe the firm's experience on state or federally funded road or bridge projects. Describe the status or provide a copy of any indirect Cost Rate Evaluation, Cognizant Letter of Approval or audit report on a prior Caltrans or local agency contract for the Consultant and all subconsultants.

6) **Exhibit "F"** - References

Provide at least three, but no more than five, references (public agencies preferred) who can comment on the past performance of the firms(s) and key staff on a project comparable to the proposed work completed within the last five years.

5) **Exhibit "G"** - Signature Page

Vendor shall complete the County signature page form.

6) **Exhibit "H"** - Exceptions to County Contract

Include a statement of acknowledgment that the applicant has reviewed the Sample Long Form Consultant Services Agreement (Attachment 1) and has accepted it with or without qualification. If the applicant makes qualifications, those qualifications must be identified and listed along with suggested modifications to the contract. If the applicant makes no qualifications to the sample agreement, including exhibits, then it shall be deemed that the applicant accepts these items without reservation or any qualifications. Vendor shall complete the attached County form.

7) **Exhibit "I"** - Disclosure of Lobbying Activities (aka Exhibit 10-Q)

Vendor shall complete the attached County form.

8) **Exhibit "J"** - Non-Collusion/Non Conflict of Interest Statement

Vendor shall complete the attached County form.

9) **Exhibit "K"** - Certification of Indirect Costs and Financial Management System

Vendor shall complete the attached County form.

10) **Exhibit "L"** – California Safe Harbor Indirect Cost Rate Program Form

Vendor shall complete the attached County form.

11) **Exhibit "M"** - Cost Proposal (aka Exhibit 10-H2)

THIS ITEM SHALL NOT BE INCLUDED WITH THE PROPOSAL WHEN SUBMITTED. After the County has completed its initial evaluation and ranked the proposals, the County will request a cost proposal from the highest ranked consultant.

The cost proposal shall be submitted on Exhibit M (aka Exhibit 10-H2) and shall have attached to the Exhibit a breakdown of the costs per task. The breakdown document can be in an excel format.

The Proposal shall be no longer than the following page lengths:

- Letter of transmittal: 2 pages (single sided)
- Exhibit B- Exhibit F: 40 pages (single sided)
- Exhibit G – Exhibit L: 22 pages (single sided)

C. PRICING REQUIREMENTS

When preparing cost worksheet, Contractor shall submit pricing considering all requirements as mentioned:

1. Pricing must be broken down in detail per task including a task description, projected hours, and cost per our per item.
2. Install pricing shall be inclusive of any tools, equipment, supplies, permits etc. necessary to complete installation and testing of product.
3. Training cost for instructing personnel on use of system must include additional questions required by Department for adequate system use. After scheduled training, will be provided at no additional charge.
4. System Monitoring pricing must be calculated at a monthly rate.
5. The estimated contract term is five (5) years, beginning approximately March 2026.

[END OF RFQ DOCUMENT. PLEASE REVIEW ACCOMPANYING EXHIBITS AND ATTACHMENTS]

EXHIBIT G – Signature Page
County of Yolo
SIGNATURE PAGE

Solicitation Name:
*RFQ for On-Call Materials Testing and Geotechnical
Engineering Services*

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:

For clarification of this offer, contact:

Company Name

Name: _____

Address

Title: _____

City State Zip

Phone: _____

Signature of Person Authorized to Sign

Fax: _____

Printed Name

Email: _____

Title

Date

EXHIBIT # H

CERTIFICATION OF EXCEPTION TO RFP DOCUMENTS

The undersigned, a duly authorized representative of

(COMPANY NAME)

hereby stipulates that _____ takes no exceptions to this Request for Proposals
(COMPANY NAME)

and its attachments as referenced in this RFP.

Signature

Date

Printed Name

Title

OR

The undersigned, a duly authorized representative of

(COMPANY NAME)

hereby stipulates that _____ takes the following exceptions to this
(COMPANY NAME)

request for Request for Proposals and its attachments as referenced in this RFP.

Signature

Date

Printed Name

Title

(IF NO EXCEPTIONS, PLEASE CONFIRM BELOW)

Exception Number	Requirement(s) Number and Text	Section	Describe the Nature of the Exception and Explain how Vendor's Response Still Meets the RFP Requirements
1			
2			
3			
4			
5			
6			
7			
8			

Confirmation of No Exceptions: _____
Signature Company

EXHIBIT I

AKA EXHIBIT 10-Q DISCLOSURE OF LOBBYING ACTIVITIES

COMPLETE THIS FORM TO DISCLOSE LOBBYING ACTIVITIES PURSUANT TO 31 U.S.C. 1352

1. Type of Federal Action: <input type="checkbox"/> a. contract <input type="checkbox"/> b. grant <input type="checkbox"/> c. cooperative agreement <input type="checkbox"/> d. loan <input type="checkbox"/> e. loan guarantee <input type="checkbox"/> f. loan insurance	2. Status of Federal Action: <input type="checkbox"/> a. bid/offer/application <input type="checkbox"/> b. initial award <input type="checkbox"/> c. post-award	3. Report Type: <input type="checkbox"/> a. initial <input type="checkbox"/> b. material change For Material Change Only: year _____ quarter _____ date of last report _____
4. Name and Address of Reporting Entity <input type="checkbox"/> Prime <input type="checkbox"/> Subawardee Tier _____, if known Congressional District , if known	5. If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of Prime: Congressional District , if known	
6. Federal Department/Agency:	7. Federal Program Name/Description: CFDA Number, if applicable _____	
8. Federal Action Number , if known:	9. Award Amount , if known:	
10. Name and Address of Lobby Entity (If individual, last name, first name, MI) (attach Continuation Sheet(s) if necessary)	11. Individuals Performing Services (including address if different from No. 10) (last name, first name, MI)	
12. Amount of Payment (check all that apply) \$ _____ <input type="checkbox"/> actual <input type="checkbox"/> planned	14. Type of Payment (check all that apply) <input type="checkbox"/> a. retainer <input type="checkbox"/> b. one-time fee <input type="checkbox"/> c. commission <input type="checkbox"/> d. contingent fee <input type="checkbox"/> e. deferred <input type="checkbox"/> f. other, specify _____	
13. Form of Payment (check all that apply): <input type="checkbox"/> a. cash <input type="checkbox"/> b. in-kind; specify: nature _____ Value _____		
15. Brief Description of Services Performed or to be performed and Date(s) of Service, including officer(s), employee(s), or member(s) contacted, for Payment Indicated in Item 12: (attach Continuation Sheet(s) if necessary)		
16. Continuation Sheet(s) attached: <input type="checkbox"/> Yes <input type="checkbox"/> No	Signature: _____ Print Name: _____ Title: _____ Telephone No.: _____ Date: _____	
17. Information requested through this form is authorized by Title 31 U.S.C. Section 1352. This disclosure of lobbying reliance was placed by the tier above when his transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to Congress semiannually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.	Authorized for Local Reproduction Standard Form - LLL	

Federal Use Only:

Standard Form LLL Rev. 04-28-06

INSTRUCTIONS FOR COMPLETING EXHIBIT 10-Q DISCLOSURE OF LOBBYING ACTIVITIES

This disclosure form shall be completed by the reporting entity, whether subawardee or prime federal recipient at the initiation or receipt of covered federal action or a material change to previous filing pursuant to title 31 U.S.C. Section 1352. The filing of a form is required for such payment or agreement to make payment to lobbying entity 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 a covered federal action. Attach a continuation sheet for additional information if the space on the form is inadequate. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered federal action for which lobbying activity is or has been secured to influence, the outcome of a covered federal action.
2. Identify the status of the covered federal action.
3. Identify the appropriate classification of this report. If this is a follow-up report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last, previously submitted report by this reporting entity for this covered federal action.
4. Enter the full name, address, city, state, and zip code of the reporting entity. Include Congressional District if known. Check the appropriate classification of the reporting entity that designates if it is or expects to be a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the first tier. Subawards include but are not limited to: subcontracts, subgrants, and contract awards under grants.
5. If the organization filing the report in Item 4 checks "Subawardee" then enter the full name, address, city, state, and zip code of the prime federal recipient. Include Congressional District, if known.
6. Enter the name of the federal agency making the award or loan commitment. Include at least one organization level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the federal program name or description for the covered federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans and loan commitments.
8. Enter the most appropriate federal identifying number available for the federal action identification in item 1 (e.g., Request for Proposal (RFP) number, Invitation for Bid (IFB) number, grant announcement number, the contract grant. or loan award number, the application/proposal control number assigned by the federal agency). Include prefixes, e.g., "RFP-DE-90-001."
9. For a covered federal action where there has been an award or loan commitment by the Federal agency, enter the federal amount of the award/loan commitments for the prime entity identified in item 4 or 5.
10. Enter the full name, address, city, state, and zip code of the lobbying entity engaged by the reporting entity identified in Item 4 to influence the covered federal action.
11. Enter the full names of the individual(s) performing services and include full address if different from 10 (a). Enter Last Name, First Name and Middle Initial (MI).
12. Enter the amount of compensation paid or reasonably expected to be paid by the reporting entity (Item 4) to the lobbying entity (Item 10). Indicate whether the payment has been made (actual) or will be made (planned). Check all boxes that apply. If this is a material change report, enter the cumulative amount of payment made or planned to be made.
13. Check all boxes that apply. If payment is made through an in-kind contribution, specify the nature and value of the in-kind payment.
14. Check all boxes that apply. If other, specify nature.
15. Provide a specific and detailed description of the services that the lobbyist has performed or will be expected to perform and the date(s) of any services rendered. Include all preparatory and related activity not just time spent in actual contact with federal officials. Identify the federal officer(s) or employee(s) contacted or the officer(s) employee(s) or Member(s) of Congress that were contacted.
16. Check whether or not a continuation sheet(s) is attached.
17. The certifying official shall sign and date the form, and print his/her name title and telephone number.

Public reporting burden for this collection of information is estimated to average 30-minutes per response, including time for reviewing instruction, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, D.C. 20503. SF-LLL-Instructions Rev. 06-04

EXHIBIT J
NON-COLLUSION AFFIDAVIT
(Title 23 United States Code Section 112 and Public Contract Code Section 7106)
AND NON-CONFLICT OF INTEREST STATEMENT

I, _____, am
the (name)

_____ of _____,
(Position Title) (Company)

The term "**Offeror**", as used herein, includes the individual or business entity submitting the Offer and for the purpose of this Affidavit includes the directors, officers, partners, managers, members, principals, owners, agents, representatives, employees, other parties in interest of the Offeror, and anyone or any entity acting for or on behalf of the Offeror, including a subcontractor in connection with this Offer.

1. NonCollusion Affidavit. In conformance with Title 23 United States Code Section 112 and Public Contract Code 7106 the bidder declares that the bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the bid is genuine and not collusive or sham; that the bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid, and has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or that anyone shall refrain from bidding; that the bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other bidder, or to secure any advantage against the public body awarding the contract of anyone interested in the proposed contract; that all statements contained in the bid are true; and, further, that the bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid.
2. Preparation of Solicitation and Contract Documents. The Offeror has not received any compensation or a promise of compensation for participating in the preparation or development of the underlying Solicitation or Contract documents. In addition, the Offeror has not otherwise participated in the preparation or development of the underlying Solicitation

or Contract documents, except to the extent of any comments or questions and responses in the solicitation process, which are available to all offerors, so as to have an unfair advantage over other offerors, provided that the Offeror may have provided relevant product or process information to a consultant in the normal course of its business.

3. Participation in Decision Making Process. The Offeror has not participated in the evaluation of offers or other decision making process for this Solicitation, and, if Offeror is awarded a contract hereunder, no individual, agent, representative, consultant, subcontractor, or subconsultant associated with Offeror, who may have been involved in 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:

(Date)

(Signature)



EXHIBIT K

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: _____

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: _____ Or

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

Facilities Capital Cost of Money (if applicable): _____

Fiscal Period:* _____

* 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 _____ 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 _____
- Years of consultant’s experience with 48 CFR Part 31 is _____
- 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:** _____ Title**:

Signature: _____ Date:

Phone**:

Email**:

**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

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 Inspection, 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

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 is 2 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).

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.

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.

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 ___

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

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.

EXHIBIT M - COST PROPOSAL

AKA EXHIBIT 10-H2 COST PROPOSAL

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

Note: Mark-ups are Not Allowed

Consultant _____ Prime Consultant Subconsultant 2nd Tier Subconsultant

Project No. _____ Contract No. _____ Participation Amount \$ _____ Date _____

For Combined Rate	Fringe Benefit % + General & Administrative %	=	Combined ICR%
OR			
For Home Office Rate	Fringe Benefit % + General & Administrative %	=	Home Office ICR%
For Field Office Rate	Fringe Benefit % + General & Administrative %	=	Field Office ICR%

Fee	=	%
-----	---	---

BILLING INFORMATION

CALCULATION INFORMATION

Name/Job Title/Classification ¹	Hourly Billing Rates ²			Effective Date of Hourly Rate		Actual or Avg. Hourly Rate ⁴	% or \$ Increase	Hourly Range - for Classifications Only
	Straight ³	OT(1.5x)	OT(2x)	From	To			
John Doe – Project Manager * Civil Engineer II	\$0.00	\$0.00	\$0.00	01/01/2016	12/31/2016	\$0.00		Not Applicable
	\$0.00	\$0.00	\$0.00	01/01/2017	12/31/2017	\$0.00	0.0%	
	\$0.00	\$0.00	\$0.00	01/01/2018	12/31/2018	\$0.00	0.0%	
Sue Jones – Construction Engineer/Inspector Engineer I	\$0.00	\$0.00	\$0.00	01/01/2016	12/31/2016	\$0.00		Not Applicable
	\$0.00	\$0.00	\$0.00	01/01/2017	12/31/2017	\$0.00	0.0%	
	\$0.00	\$0.00	\$0.00	01/01/2018	12/31/2018	\$0.00	0.0%	
Buddy Black – Claims Engineer Engineer III	\$0.00	\$0.00	\$0.00	01/01/2016	12/31/2016	\$0.00		Not Applicable
	\$0.00	\$0.00	\$0.00	01/01/2017	12/31/2017	\$0.00	0.0%	
	\$0.00	\$0.00	\$0.00	01/01/2018	12/31/2018	\$0.00	0.0%	
Land Surveyor **	\$0.00	\$0.00	\$0.00	01/01/2016	12/31/2016	\$0.00		\$00 - \$00
	\$0.00	\$0.00	\$0.00	01/01/2017	12/31/2017	\$0.00	0.0%	\$00 - \$00
	\$0.00	\$0.00	\$0.00	01/01/2018	12/31/2018	\$0.00	0.0%	\$00 - \$00
Technician	\$0.00	\$0.00	\$0.00	01/01/2016	12/31/2016	\$0.00		\$00 - \$00
	\$0.00	\$0.00	\$0.00	01/01/2017	12/31/2017	\$0.00	0.0%	\$00 - \$00
	\$0.00	\$0.00	\$0.00	01/01/2018	12/31/2018	\$0.00	0.0%	\$00 - \$00

(Add pages as necessary)

EXHIBIT M - COST PROPOSAL

NOTES:

1. Key personnel **must** be marked with an asterisk (*) and employees that are subject to prevailing wage requirements must be marked with two asterisks (**). All costs must comply with the Federal cost principles. Subconsultants will provide their own cost proposals.
2. The cost proposal format shall not be amended.
3. Billing rate = actual hourly rate * (1+ ICR) * (1+ Fee). Indirect cost rates shall be updated on an annual basis in accordance with the consultant's annual accounting period and established by a cognizant agency or accepted by Caltrans. All costs must comply with the Federal cost principles for reimbursement.
4. For named employees and key personnel enter the actual hourly rate. For classifications only, enter the Average Hourly Rate for that classification.

EXHIBIT 10-H2 COST PROPOSAL

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

(CONSTRUCTION ENGINEERING AND INSPECTION CONTRACTS)

Consultant _____ Prime Consultant Subconsultant

Project No. _____ Contract No. _____ Date _____

SCHEDULE OF OTHER DIRECT COST ITEMS (Add additional pages as necessary)				
Description of Item	Quantity	Unit	Unit Cost	Total
Mileage Costs			\$	\$
Equipment Rental and Supplies			\$	\$
Permit Fees			\$	\$
Plan Sheets			\$	\$
Test			\$	\$
Vehicle			\$	\$
Subconsultant 1:				\$
Subconsultant 2:				\$
Subconsultant 3:				\$
Subconsultant 4:				\$
Subconsultant 5:				\$

Note: Add additional pages if necessary.

NOTES:

1. List other direct cost items with estimated costs. These costs should be competitive in their respective industries and supported with appropriate documentation.
2. Proposed ODC items should be consistently billed regardless of client and contract type.
3. Items when incurred for the same purpose, in like circumstance, should not be included in any indirect cost pool or in the overhead rate.
4. Items such as special tooling, will be reimbursed at actual cost with supporting documentation (invoice).
5. Items listed above that would be considered "tools of the trade" are not reimbursable as other direct cost.
6. Travel related costs should be pre-approved by the contracting agency and shall not exceed current State Department of Personnel Administration rules.

EXHIBIT M - COST PROPOSAL

7. If mileage is claimed, the rate should be properly supported by the consultant's calculation of their actual costs for company vehicles. In addition, the miles claimed should be supported by mileage logs.
 8. If a consultant proposes rental costs for a vehicle, the company must demonstrate that this is its standard procedure for all of their contracts and that they do not own any vehicles that could be used for the same purpose.
 9. The cost proposal format shall not be amended. All costs must comply with the Federal cost principles.
 10. Add additional pages if necessary.
 11. Subconsultants must provide their own cost proposals.
-

EXHIBIT 10-H2 COST PROPOSAL

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:

- 7. Generally Accepted Accounting Principles (GAAP)
- 8. Terms and conditions of the contract
- 9. [Title 23 United States Code Section 112](#) - Letting of Contracts
- 10. [48 Code of Federal Regulations Part 31](#) - Contract Cost Principles and Procedures
- 11. [23 Code of Federal Regulations Part 172](#) - Procurement, Management, and Administration of Engineering and Design Related Service
- 12. [48 Code of Federal Regulations Part 9904 - Cost Accounting Standards Board](#) (when applicable)

All costs must be applied consistently and fairly to all contracts. All documentation of compliance must be retained in the project files and be in compliance with applicable federal and state requirements. Costs that are noncompliant with the federal and state requirements are not eligible for reimbursement.

Prime Consultant or Subconsultant Certifying:

Name: _____ Title *: _____

Signature : _____ Date of Certification (mm/dd/yyyy): _____

Email: _____ Phone Number: _____

Address: _____

* 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:

Agreement No. __ - __

**AGREEMENT BETWEEN THE COUNTY OF YOLO AND
{CONSULTING FIRM} FOR CONSULTING SERVICES FOR QUALITY
ASSURANCE MATERIAL TESTING AND ROAD STRUCTURE
EVALUATION AND DESIGN**

This AGREEMENT is entered into as of {date} by and between the following parties (“Effective Date”):

The name of the “CONSULTANT” is as follows:

{NAME OF CONSULTANT}

Incorporated in the State of {NAME OF STATE}

The Project Manager for the “CONSULTANT” will be {NAME}

The name of the “LOCAL AGENCY” is as follows:

County of Yolo

The Contract Administrator for LOCAL AGENCY will be {NAME}

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 professional engineering ; and)

WHEREAS, the LOCAL AGENCY desires to obtain On-Call Materials Testing and on-call Geotechnical Design Services associated with County roads and bridges at various locations within Yolo county, California (“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 qualifications, an excerpt of which is attached as **Exhibit A**; and

WHEREAS, the CONSULTANT submitted a Statement of Qualifications (“SOQ”) to provide engineering design services and material and construction testing 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 (DATE). The approved CONSULTANT’s Cost Proposal is: attached as Exhibit __/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. 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.

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 on each specific project in accordance with the Task Order. These reports shall be submitted at least once a month. The report should be sufficiently detailed for LOCAL AGENCY’s Contract Administrator or Project Coordinator to determine, if CONSULTANT is performing to expectations, or is on schedule; to provide communication of interim findings, and to sufficiently address any difficulties or special problems encountered, so remedies can be developed.

B. CONSULTANT’s Project Manager shall meet with LOCAL AGENCY’s Contract Administrator or Project Coordinator, as needed, to discuss progress on the project(s).

ARTICLE III STATEMENT OF WORK

A. **Services.** Consultant shall furnish and perform the following on-call tasks in accordance with Exhibits A-D, and in a manner satisfactory to the Director of Public Works, or his/her designee (“Director”) 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 **(DATE)**, unless extended by amendment.

B. The period of performance for each specific project shall be in accordance with the Task Order for that project. If work on a Task Order is in progress on the expiration date of this AGREEMENT, the terms of the AGREEMENT shall be extended by AGREEMENT amendment prior to the expiration of the AGREEMENT to cover the time needed to complete the task order in progress only. The maximum term shall not exceed five (5) years.

ARTICLE V ALLOWABLE COSTS AND PAYMENTS

A. CONSULTANT will be reimbursed for hours worked at the hourly rates specified in the CONSULTANT's approved Cost Proposal attached as Exhibit [REDACTED]. The specified hourly rates shall include direct salary costs, employee benefits, prevailing wages, employer payments, overhead, and fee. These rates are not adjustable for the performance period set forth in this AGREEMENT, except as provided in paragraph P below. CONSULTANT will be reimbursed within thirty (30) days upon receipt by LOCAL AGENCY'S Contract Administrator of itemized invoices, as set forth in more detail in paragraph J below.

B. In addition, CONSULTANT will be reimbursed for incurred (actual) direct costs included in the approved Cost Proposal and in the executed Task Order.

C. Specific projects will be assigned to CONSULTANT through issuance of Task Orders.

D. After a project to be performed under this AGREEMENT is identified by LOCAL AGENCY, LOCAL AGENCY will prepare a draft Task Order (without a cost estimate). A draft Task Order will identify the scope of services, expected results, project deliverables, period of performance, project schedule and will designate a LOCAL AGENCY Project Coordinator. The draft Task Order will be delivered to CONSULTANT for review. CONSULTANT shall return the draft Task Order within ten (10) calendar days along with a Cost Estimate, including a written estimate of the number of hours and hourly rates per staff person, any anticipated reimbursable expenses, overhead, fee if any, and total dollar amount. After agreement has been reached on the negotiable items and total cost, the finalized Task Order shall be signed by both LOCAL AGENCY and CONSULTANT.

E. Task Orders may be negotiated for a lump sum (Firm Fixed Price) or for specific rates of compensation, both of which must be based on the labor and other rates set forth in CONSULTANT's approved Cost Proposal.

F. Reimbursement for transportation and subsistence costs shall not exceed the rates as specified in the approved Cost Proposal. CONSULTANT will be responsible for transportation and subsistence costs in excess of Federal rates.

G. When milestone cost estimates are included in the approved Cost Proposal, CONSULTANT shall obtain prior written approval in the form of an AGREEMENT amendment for a revised milestone cost estimate from the Contract Administrator before exceeding such estimate.

H. Progress payments for each Task Order will be made monthly in arrears based on services provided and actual costs incurred.

I. CONSULTANT shall not commence performance of work or services until this AGREEMENT has been approved by LOCAL AGENCY, a Task Order has been prepared and finalized in accordance with this AGREEMENT, and notification to proceed has been issued by LOCAL AGENCY'S Contract Administrator. No payment will be made prior to approval or for any work performed prior to approval of this AGREEMENT.

J. CONSULTANT will be reimbursed within thirty (30) days upon receipt by LOCAL AGENCY'S Contract Administrator of itemized invoices in duplicate. Separate invoices itemizing all costs are required for all work performed under each Task Order. Invoices shall be submitted no later than thirty (30) calendar days after the performance of work for which CONSULTANT is billing, or upon completion of the Task Order. Invoices shall detail the work performed on each milestone, on each project as applicable. Invoices shall follow the format stipulated for the approved Cost Proposal and shall reference this AGREEMENT number, project title and Task Order number. Credits due LOCAL AGENCY that include any equipment purchased under the provisions of Article XI Equipment Purchase, must be reimbursed by CONSULTANT prior to the expiration or termination of this AGREEMENT. Invoices shall be mailed to LOCAL AGENCY's Contract Administrator at the following address:

(COMMUNITY SERVICES DEPARTMENT
/NAME OF CONTRACT ADMINISTRATOR)
292 W BEAMER STREET
WOODLAND, CA 95695

K. The period of performance for Task Orders shall be in accordance with dates specified in the Task Order. No Task Order will be written which extends beyond the expiration date of this AGREEMENT.

L. The total amount payable by LOCAL AGENCY for an individual Task Order shall not exceed the amount agreed to in the Task Order, unless authorized by amendment.

M. If CONSULTANT fails to satisfactorily complete a deliverable according to the schedule set forth in a Task Order, no payment will be made until the deliverable has been satisfactorily completed.

N. Task Orders may not be used to amend the language (or the terms) of this AGREEMENT nor to exceed the scope of work under this AGREEMENT.

O. The total amount payable by LOCAL AGENCY for all Task Orders resulting from this AGREEMENT shall not exceed \$ (Amount). It is understood and agreed that there is no guarantee, either expressed or implied that this dollar amount will be authorized under this AGREEMENT through Task Orders.

P. 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), **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.

ARTICLE III TERMINATION

A. This AGREEMENT may be terminated by LOCAL AGENCY without cause, provided that LOCAL AGENCY 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 VI 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 VII 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 VIII 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 IX 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. Any retainage kept by CONSULTANT or by a subconsultant must be paid in full to the earning subconsultant within 15 days after the subconsultant's work is satisfactorily completed. 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 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 X 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 XI 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 XII 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 XIII 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 XIV 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 XV 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 XVI 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 XVII 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 XVIII 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 XIX 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 XX 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 XXI 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 **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 XXII 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 XXIII 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 XXIV 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 XXV 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 XXVI 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 XXVII 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 XXVIII 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 XXIX 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 XXX 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 XXXI 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:

(CONSULTANT)

(NAME), Project Manager

(ADDRESS)

LOCAL AGENCY:

YOLO COUNTY COMMUNITY SERVICES DEPARTMENT –
PUBLIC WORKS DIVISION

(NAME), Contract Administrator

292 W Beamer
Street _____

Woodland, CA 95695

ARTICLE XXXII 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 XXXIII SIGNATURES

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

CONTRACTOR

COUNTY OF YOLO

By _____

By _____

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

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

By _____
Kimberly E. Hood, Chief Assistant County
Counsel

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.

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.

APPENDIX E

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 of the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131 – 12189) as implemented by Department of Transportation regulations 49 C.F.R. parts 37 and 38;
- The Federal Aviation Administration's Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 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).

ATTACHMENT 1

Yolo County Department of Community Services
Work Proposal Form for Long Form or Short Form Agreements
(County Surveyor Services with Psomas)
 Agreement Number: 202X-XXX

Type of Service: County Surveyor Services

Consultant Name: _____

Project Description: Project Name (x sheets)

County's Additional Work Project Number: WP-CSxx Consultant's Project No: _____

Contract Task No: _____ Fund No: _____ Budget No: _____ Account No: _____

Completion Date: _____ Vendor No: _____ Work Order No: PWXXXX-XXX Cost Center: _____

Estimated Hours and Cost Proposal (not including contingency)					
Task No:	Task Description	Projected Hours	Cost Per Hour/Item	Average Cost?	Projected Costs
CSXX.1	Project Name (x sheets)	0.0			
Total Hours		0.0	TOTAL NOT TO EXCEED COST (excludes contingency)		\$5,000.00

Additional Services/Contingency Estimated Hours and Costs					
Task	Task Description	Projected Hours	Cost Per Hour/Item	Average Cost?	Projected Costs
					\$0.00
					\$0.00
					\$0.00
Total Hours		0	TOTAL CONTINGENCY COSTS		\$0.00

Percent Retention as per Agreement: _____ Amount of Retention Withheld to Date: \$0.00

FY 20XX/XX Contract Amount +Counting: _____ - Total Contract Amount (5 yrs): _____

FY 20XX/XX Spent to Date: _____ - Total Contract Spent to Date: _____

Note: Project Name (x sheets)

 Consultant, Approval

 Date

 County Contract Manager Recommendation for Approval

 Date

 County Approval
 Director, Public Works

 Date

QUALITY ASSURANCE PROGRAM (QAP)

COUNTY OF YOLO DEPARTMENT OF COMMUNITY SERVICES, PUBLIC WORKS DIVISION

January 30, 2024

PURPOSE

The purpose of this Quality Assurance Program (QAP) is to provide assurance that the materials incorporated into Yolo County Public Works construction projects are in conformance with the contract specifications. This program should be updated every five years or more frequently if there are updates to the test methods.

To accomplish the purpose of the QAP, the following terms and definitions will be used:

DEFINITION OF TERMS

- Acceptance Testing (AT) – Sampling and testing, or inspection, to determine the degree of compliance with contract requirements.
- Independent Assurance Program (IAP) – Verification that AT is being performed correctly by qualified testers and laboratories.
- Quality Assurance Program (QAP) – A sampling and testing program that will provide assurance that the materials and workmanship incorporated into the construction project are in conformance with the contract specifications. The main elements of a QAP are the AT and IAP.
- Source Inspection – AT of manufactured and prefabricated materials at locations other than the job site, generally at the manufactured location.
- Local Assistance Procedure Manual (LAPM) – The LAPM is available at www.dot.ca.gov/hq/LocalPrograms/lam/lapm.htm.

APPLICABILITY

This QAP applies to Federal aid local County projects off the National Highway System (NHS) / State Highway System (SHS). Off-NHS / off-SHS system, federally-funded projects are governed by the procedures outlined in the Project Special Provisions. The use of this QAP is mandatory for Federal-aid projects and is recommended for other Yolo County projects. This local QAP is based upon the requirements for local QAP's contained in the LAPM Section 16.11. Federally-funded projects that mix on-and-off-NHS/SHS sites should utilize the Caltrans QAP.

On-NHS/SHS system projects are governed by Caltrans' FHWA-approved QAP, found in Section 16.11 of the Local Assistance Procedures Manual, Chapter 16-Administer Construction Contracts, Section 11 - Quality Assurance Program ("LAPM-16.11"). Under MAP-21, there are currently only two small segments of county roadways on the NHS system: County Road 98 from Main Street to the southern city limit of Woodland, and County Road 102 between Beamer Street and Kentucky Avenue.

APPROVAL

This local QAP is approved by the Director of Public Works, who is a California registered civil engineer acting as the County Engineer and Road Commissioner. The QAP shall be kept on file and available for Caltrans review.

TESTING REQUIRED

This local QAP describes procedures for three types of required testing, described as follows:

- a. Acceptance Testing - procedures for regular testing of materials entering a construction project to verify that the materials, or products, comply with contract specifications or standards.
- b. Independent Assurance Sampling and Testing - procedures to verify that acceptance testing is being performed correctly by:
 - 1) Verifying that equipment used for acceptance testing is properly calibrated and in good working condition.
 - 2) Witnessing sampling and testing by the Acceptance Tester.
 - 3) Splitting material samples and comparing the test results between the Acceptance Tester and Independent Assurance Sampler and Tester.
- c. Testing of Manufactured Materials - procedures for inspecting, accepting, and testing of manufactured and prefabricated materials either by source inspection, job site inspection, or certificate of compliance.

MATERIALS LABORATORY

Yolo County will use a private consultant materials laboratory to perform AT on Federal-aid and other designated projects. The materials laboratory shall be under the responsible management of a California registered Professional Engineer (Engineer) with experience in sampling, inspection, and testing of construction materials.

The Engineer shall certify the results of all tests performed by laboratory personnel under the Engineer's supervision. The materials laboratory shall contain certified test equipment capable of performing the tests conforming to the provisions of this QAP.

The materials laboratory used shall provide documentation that the laboratory complies with the following procedures:

1. Correlation Testing Program – The materials laboratory shall be a participant in one or more of the following testing programs:

- a. AASHTO Materials Reference Laboratory (AMRL)
- b. Cement and Concrete Reference Laboratory (CCRL)
- c. Caltrans' Reference Samples Program (RSP)

2. Certification of Personnel – The materials laboratory shall employ personnel who, are certified:

All samplers and testers, including project, laboratory, and consultant personnel, must possess a current certificate of proficiency for the tests performed. A copy of the certificate must be in the project files. It is important that samplers as well as testers are certified to ensure the integrity of the sample

and that the sample was taken at the right time, from the right location, using the correct method, and is properly labeled.

The Joint Training and Certification Program (JTCP) was established by Caltrans, LPAs, and industry to make the certification process more efficient and to obtain consistent, reliable quality testing. The JTCP offers training and certification in hot mix asphalt, soils and aggregates, and Portland cement concrete.

For CTMs not covered by the JTCP, Caltrans will still provide certification. When test methods not covered by the JTCP or Caltrans are used, certifications must be obtained from other acceptable organizations such as ACI, or the agency/testing consultant may need to hire a second lab to perform IA. The process for qualifying sampling and testing personnel should be detailed in the LPA's Independent Assurance Program of the QAP.

IA sampling and testing is not to be used for determining quality and acceptability of material incorporated into the job. Such tests are used only for the purpose of determining the reliability of testing personnel.

3. Laboratory and Testing Equipment – The materials laboratory shall only use laboratory and testing equipment that is in good working order. All such equipment shall be calibrated at least once each year. All testing equipment must be calibrated by impartial means using devices of accuracy traceable to the National Institute of Standards and Technology. A decal shall be firmly affixed to each piece of equipment showing the date of the last calibration. All testing equipment calibration decals shall be checked as part of the IAP.

ACCEPTANCE TESTING (AT)

AT will be performed by a materials laboratory certified to perform the required tests. The tests results will be used to ensure that all materials incorporated into the project are in compliance with the contract specifications.

Testing methods will be in accordance with the California Test (CT) Methods or a nationally recognized standard (i.e., AASHTO, ASTM, etc.) as specified in the contract specifications.

Sample locations, tests, test frequencies and test results reporting times shall be in accordance with the contract specifications. If not specified in the contract specifications, sampling and testing shall occur in accordance with 2022 CT 125 and the following tables from the 2022 Caltrans Construction Manual attached as Exhibit A to this document, except as modified in writing and as approved by the County Engineer for a specific project:

Table 6-1.4. Materials Acceptance Sampling and Testing Requirements: Earthwork.

Table 6-1.5. Materials Acceptance Sampling and Testing Requirements: Stabilized Soils.

Table 6-1.6. Materials Acceptance Sampling and Testing Requirements: Aggregate Subbases.

Table 6-1.7. Materials Acceptance Sampling and Testing Requirements: Aggregate Bases.

Table 6-1.8. Materials Acceptance Sampling and Testing Requirements: Cement Treated Base.

Table 6-1.9. Materials Acceptance Sampling and Testing Requirements: Concrete Base

Table 6-1.10. Materials Acceptance Sampling and Testing Requirements: Treated Permeable Bases

Table 6-1.11 Materials Acceptance Sampling and Testing Requirements: Recycled Pavement

- Table 6-1.12. Materials Acceptance Sampling and Testing Requirements: Bituminous Seals
- Table 6-1.13. Materials Acceptance Sampling and Testing Requirements: Asphalt Concrete.
- Table 6-1.14. Materials Acceptance Sampling and Testing Requirements: Concrete Pavement
- Table 6-1.15. Materials Acceptance Sampling and Testing Requirements: Existing Concrete Pavement
- Table 6-1.16. Materials Acceptance Sampling and Testing Requirements: Concrete Structures
- Table 6-1.17. Materials Acceptance Sampling and Testing Requirements: Concrete
- Table 6-1.18. Materials Acceptance Sampling and Testing Requirements: Miscellaneous Materials

The tables are intended as a guide; the actual quality of materials tested may justify decreasing or increasing the frequency of subsequent similar samples and tests, subject to County Engineer approval.

INDEPENDENT ASSURANCE PROGRAM (IAP)

IAP shall be provided by personnel from Caltrans, or other certifying agencies, or consultant’s certified materials laboratory. IAP will be used to verify that sampling and testing procedures are being performed properly and that all testing equipment is in good condition and properly calibrated.

IAP personnel shall be certified in all required testing procedures, as part of IAP, and shall not be involved in any aspect of AT.

IAP shall be performed on the materials tests required for the project. Proficiency tests shall be performed on Sieve Analysis, Sand Equivalent, and Cleanness Value tests. All other types of IAP shall be witness tests.

Poor correlation between acceptance tester’s results and other test results may indicate probable deficiencies with the acceptance sampling and testing procedures. In cases of unresolved discrepancies, a complete review of AT shall be performed by IAP personnel, or an independent materials laboratory chosen by the County. IAP samples and tests are not to be used for determining compliance with contract requirements. Compliance with contract requirements is determined only by AT.

REPORTING ACCEPTANCE TESTING RESULTS

The following are time periods for reporting material test results from consultant’s Engineer to the Resident Engineer:

Written test results reporting to the Resident Engineer shall be completed within the total number of days listed in attached Exhibit B, Time Required for Material Acceptance Tests.

If the consultant is unable to complete testing within the prescribed time, consultant shall notify both the Resident Engineer and the County Contract Manager by phone and email as soon as consultant knows that the testing schedule can’t be complied with.

For any test results that fail to meet the prescribed standards through laboratory or field testing, consultant shall notify the Resident Engineer by both phone and email before the field personnel has left the field or within two (2) hours of learning about the failed test, whichever is sooner.

When sampling products such as Portland Cement Concrete (PCC), cement-treated base (CTB), hot mix asphalt (HMA), and other such materials, the time of such sampling shall be varied with respect to the time of the day insofar as possible, in order to avoid a predictable sampling routine.

Test Data and Summary Logs

The RE must obtain test data and results from the lab in a timely manner and keep records of all samples and tests in the project files. The RE must keep a test results summary log for each test method performed more than once. Use Exhibit C: Acceptance Testing Results Summary Log or a similar form of the Caltrans Local Assistance Procedures Manual (LAPM) Exhibit 16-Z2. On larger projects, it may be necessary to keep multiple logs for the same test method, broken out by salient features such as compaction tests performed on the roadway structural section on one log, and those performed on structural backfill on a separate log.

Materials Accepted on the Basis of Authorized Materials List

The CTSS identifies some materials that must be on an authorized materials list. The list is available at: <https://dot.ca.gov/programs/engineering-services/authorized-materials-lists>. For contracts using the CTSS, the RE must verify the materials furnished are shown on the appropriate authorized materials list before the material is used on the project. Materials shown on the authorized materials list may also require a certificate of compliance or sampling and testing for acceptance.

TESTING OF MANUFACTURED MATERIALS

During the Design phase of the project, the County may require source materials of manufactured and prefabricated materials to be submit for inspection and testing by a certified materials laboratory.

A list of materials that can be typically accepted on the basis of certificates of compliance during construction is found in Exhibit 16-T1 of the Caltrans Local Assistance Procedures Manual (LAPM). All certificates of compliance (COC) shall conform to the requirements of the contract specifications. The COC must be furnished before the material is incorporated into the work and include:

- Project number
- Certified material lot number matching lot tags affixed or stenciled to the released materials
- Manufacturer's signature
- A statement that the material complies with the specifications of the contract

All materials accepted on the basis of a signed COC must be documented in the inspector's daily reports. Inspect the material upon arrival to be sure it meets the requirements of the specifications and is undamaged by shipping and handling before accepting. Manufactured products, materials, or assemblies used on the basis of a COC may be sampled again at the job site and tested at any time during the life of the contract. Items found not in conformance with contract requirements must be rejected whether in place or not. A COC for each item must be kept in the RE's file.

Iron and steel, manufactured products, and construction materials permanently incorporated into the project must comply with Buy America requirements per 23 CFR 635.410 and Section 70914 of the Build America, Buy America (BABA) Act. All steel and iron products must be delivered with a COC

stating all manufacturing processes involved in the production of the products occurred within the United States. These processes include:

- Rolling • Drilling • Extruding • Coating • Machining • Welding • Bending • Smelting • Grinding

In addition to the COC requirements mentioned earlier in this section, a Buy America COC must also include the mill markings or heat numbers. All manufacturing processes for construction materials as defined in 2 CFR 184.6 must occur in the United States. Contractors must provide certificates of compliance with each project delivery for all construction materials used for the projects. Manufacturer's certificate of compliance must identify where the construction material was manufactured and attest specifically to 2 CFR 184.6. Minor additions of articles, materials, supplies, or binding agents to these construction materials do not change the categorization of the construction material.

The Buy America requirements apply to the entire construction contract if any federal-aid money has been authorized for any phase of the project, not just the construction phase. This policy is applicable to all phases of a project (such as design, environmental, right-of-way, or construction) covered under the National Environmental Policy Act (NEPA) document, regardless of the funding sources. Therefore, the LPA cannot circumvent the Buy America requirement by declaring that the material is being paid for with the non-federal portion of the funding.

Buy America does not apply to temporary materials not permanently incorporated into the project such as temporary steel used in falsework, sheet piling, or shoring. Buy America requirement does not apply to recycled steel nor pig iron and processed, pelletized, and reduced iron ore manufactured outside the United States. A minimal use of foreign iron and steel is allowed provided that the total cost of iron and steel products as delivered to the project site is less than \$2,500 or 0.1 percent of the total contract amount, whichever is greater. The LPA must track the amount of incorporated foreign steel and iron as the work proceeds to ensure that the minimal use threshold amount is not exceeded at any point in the contract. Once the cumulative value reaches the minimum threshold limit, then all additional installed materials must be of domestic origin. Supporting documentation for this minimal use must be on file in the project records (i.e., invoices, including the cost of transportation).

After-the-fact discoveries of non-domestic materials incorporated in the project are not considered Buy America waivers. The LPA's failure to comply with Buy America provisions will result in the loss of federal funding for not only the applicable contract items, but likely will result in the loss of all federal funding authorized for the construction phase of the project. In the event an after-the-fact discovery occurs, the LPA must expeditiously inform their DLAE, who will coordinate with FHWA to determine the appropriate resolution.

For Federal-aid projects on the National Highway System (NHS) / State Highway System (SHS), Caltrans will assist in certifying the materials laboratory, and the acceptance samplers and testers. For Federal-aid projects off the NHS/SHS, Caltrans may be able to assist in certifying the materials laboratory, and the acceptance samplers and testers.

PROJECT CERTIFICATION

Upon completion of a Federal-aid project, an Exhibit D: Materials Certificate or a similar form of the Caltrans Local Assistance Procedures Manual (LAPM) Exhibit 17-G shall be completed by the Resident Engineer. The County shall include an Exhibit D: Materials Certificate or a similar form of the Caltrans Local Assistance Procedures Manual (LAPM) Exhibit 17-G in the Report of Expenditures submitted to the Caltrans District Director, Attention: District Local Assistance Engineer. A copy of the "Materials

Certificate" shall also be included in the County's construction records. The Resident Engineer in charge of the construction function for the County shall sign the certificate. All materials incorporated into the work which did not conform to specifications must be explained and justified on the "Materials Certification", including changes by virtue of contract change orders.

RECORDS

All material records of samples and tests, material releases and certificates of compliance for the construction project shall be incorporated into the Resident Engineer's project file. If a Federal-aid project:

- The files shall be organized as described in Section 16.3 "Maintaining Project Records" of the Local Assistance Procedures Manual.
- It is recommended that the complete project file be available at a single location for inspection by Caltrans and Federal Highway Administration (FHWA) personnel.
- The project files shall be available for at least three years following the date of final project voucher.
- The use of a "Log Summary," as shown in Appendix H of the 2011 Caltrans QAP Manual for Use by Local Agencies, facilitates reviews of material sampling and testing by Caltrans and FHWA, and assists the Resident Engineer in tracking the frequency of testing.

At the Resident Engineer's discretion and approval, when two or more projects are being furnished identical materials simultaneously from the same plant, it is not necessary to take separate samples or perform separate tests for each project. Notwithstanding the Resident Engineer's requirements, copies of the test reports are to be provided for each of the projects to complete the records.

APPROVED BY: 
(Signature)

C 64392 Exp. 06/30/2025
(CE# and Expiration Date)

DATE: 1/29/24

NAME: Todd Riddiough

TITLE: Director of Public Works

Exhibit A

**Table 6-1.4. Materials Acceptance Sampling and Testing Requirements:
Earthwork (Standard Specifications Section 19) (1 of 3)**

Test	Test Method	Sample Size & Container Size	Sampling Location (See Note 1)	Acceptance Test Frequency	Remarks
STRUCTURE BACKFILL (Section 19-3.02C)					
Sieve Analysis	California Test 202	50 lb	Materials site or stockpile	1 every 3,000 tons or 2,000 cu yd; see Remarks	If material is uniform and well within specification limits, test frequency may be decreased to 1 per day
Sand Equivalent	California Test 217				
Relative Compaction	California Test 231	Sample for California Test 216	Project site in accordance with California Test 231	1 every 2,000 sq yd and test compaction at every 8 in. of thickness, see Remarks	Relative compaction test is required at each location structure backfill is placed
Maximum Wet Density	California Test 216	35 lb	Relative compaction test site locations	1 every relative compaction test, see Remarks	Wet common-composite test maximum value may be used in accordance with California Test 231
PERVIOUS BACKFILL MATERIAL (Section 19-3.02D)					
Sieve Analysis	California Test 202	50 lb	Stockpile	1 every 3,000 tons or 2,000 cu yd; see Remarks	If material is uniform and well within specification limits, test frequency may be decreased to 1 per day
Compaction (Section 19-5)					
R-Value	California Test 301	50 lb	Project site	Test to verify R-value if differing site conditions are encountered, see Remarks	R-value used in project designs are usually conservative and do not need to be field verified; if R-value testing in the materials report is incomplete because of preproject conditions, then additional R-value testing should be done to verify design R-value
Relative Compaction	California Test 231	Sample for California Test 216	California Test 216	1 every 2,000 sq yd	
Maximum Wet Density	California Test 216	35 lb	Relative compaction test site locations	1 every relative compaction test	

Exhibit A

**Table 6-1.4. Materials Acceptance Sampling and Testing Requirements:
Earthwork (Standard Specifications Section 19) (2 of 3)**

Test	Test Method	Sample Size & Container Size	Sampling Location (See Note 1)	Acceptance Test Frequency	Remarks
EMBANKMENT CONSTRUCTION (Section 19-6)					
Relative Compaction	California Test 231	Sample for California Test 216	Project site in accordance with California Test 231	1 every 2,000 sq yd and test compaction at every 8 in. of thickness	
Maximum Wet Density	California Test 216	35 lb	Relative compaction test site locations	1 every relative compaction test, see Remarks	Wet common-composite test maximum value may be used in accordance with California Test 231
GEOSYNTHETIC REINFORCED EMBANKMENT (Section 19-6.02B)					
Plasticity Index	California Test 204	50 lb	Materials site or stockpile	1 per source prior to use	
pH	California Test 643		Materials site or stockpile	1 per source prior to use	
Sieve Analysis	California Test 202	50 lb	Stockpile	Prior to use, 1 every 3,000 tons or 2,000 cu yd, see Remarks	If material is uniform and well within specification limits, the test frequency may be decreased to 1 per day
BORROW MATERIAL (Section 19-7)					
R-Value	California Test 301	50 lb	Import borrow source	1 per source, see Remarks	Test for R-value only when an R- value is specified for import borrow in the special provisions; if material at import borrow source is not uniform, increase testing frequency

Exhibit A

**Table 6-1.4 Materials Acceptance Sampling and Testing Requirements:
Earthwork (Standard Specifications Section 19) (3 of 3)**

Test	Test Method	Sample Size & Container Size	Sampling Location (See Note 1)	Acceptance Test Frequency	Remarks
SHOULDER BACKING (Section 19-9)					
Crushed Particles	California Test 205	50 lb	Materials site or stockpile	1 per project prior to use	
Durability	California Test 229		Materials site or stockpile	1 per project prior to use	
Unit Weight	California Test 212 Rodding Method		Materials site or stockpile	1 per project prior to use	
Sieve Analysis	California Test 202	50 lb	Materials site or stockpile	1 every 3,000 tons or 2,000 cu yd, see Remarks	If uniform material is within specification limits, test frequency may be decreased to 1 per day
Sand Equivalent	California Test 217				

Note:

1. Refer to California Test 125 for sampling procedures.

Exhibit A

**Table 6-1.5. Materials Acceptance Sampling and Testing Requirements:
Stabilized Soils (Standard Specifications Section 24) (1 of 2)**

Test	Test Method	Sample Size & Container Size	Sampling Location (See Note 1)	Acceptance Test Frequency	Remarks
LIME (Section 24-2.02)					
Various properties	See <i>Standard Specifications</i> Section 24-2.02	One 10-lb sample for each type and source of lime; use a 2-qt airtight container	Initial sample provided by contractor; subsequent sampling from mid-point of delivery	Each 100 tons of lime, 2 per day maximum; see Remarks	Must be on an Authorized Material List and certificate of compliance must accompany each shipment; recommend 1 acceptance test per 5 samples of lime
LIME TREATMENT					
DETERMINATION OF LIME APPLICATION RATE (Section 24-2.01D)					
Unconfined Compressive Strength	California Test 373	100 lb	Native soils; test each type of material to be treated	Prior to soil stabilization work and if source of lime changes; see Remarks	To determine appropriate lime content
Optimum Moisture Content	California Test 373			Prior to soil stabilization work	
VERIFICATION OF LIME APPLICATION RATE AND STABILIZED SOIL MIXTURE (Section 24-2.01D)					
Lime Application (Dry Form)	Calibrated tray method or equal	Building paper or pan of known area	Surface receiving lime	Each 40,000 sq ft, 2 per day minimum; see Remarks.	To determine if application rate is within $\pm 5\%$ of ordered application rate
Lime Application (Slurry Form)	Volumetric measurement that is then reduced to lime weight	Determined over known area	Slurry holding tank	Each 40,000 sq ft, 2 per day minimum; see Remarks	To determine if application rate is within $\pm 5\%$ of ordered application rate
Uniformity of Mixed Stabilized Soil	Phenolphthalein alcohol indicator solution spray	N/A	Representative areas	Each day at five separate locations; see Remarks	Taken after completion of initial mixing
Moisture Content of Mixed Stabilized Soil	California Test 226	0.25 lb each sample	Representative areas at mid depth	Each day at five separate locations to verify contractor's quality control tests; see Remarks	Taken during mellowing period
Gradation of Mixed Stabilized Soil	California Test 202	25 lb	Representative areas	1 every 4,000 sq yd, 1 per day minimum; see Remarks	Taken prior to compaction

Exhibit A

**Table 6-1.5. Materials Acceptance Sampling and Testing Requirements:
Stabilized Soils** (*Standard Specifications* Section 24) (1 of 2)

Test	Test Method	Sample Size & Container Size	Sampling Location (See Note 1)	Acceptance Test Frequency	Remarks
MIXED STABILIZED SOIL (Sections 24-2.01 and 24-2.03)					
Relative Compaction	California Test 231	Sample for California Test 216	Project site in accordance with California Test 231	1 every 2,000 sq yd and test compaction at every 6 in. of thickness	
Maximum Wet Density	California Test 216	35 lb	Relative compaction test site locations	1 every relative compaction test; see Remarks	Wet common-composite test maximum value may be used in accordance with California Test 231
Dimensions	Measurement	N/A	Random locations in place after compaction	As necessary for verification of stabilized soil thickness and surface grades	
CURING SEAL-ASPHALTIC EMULSION (Section 24-1.02C)					
Various properties based on asphaltic emulsion type used; see <i>Standard Specifications</i> Section 94	Based on asphaltic emulsion type used; see <i>Standard Specifications</i> Section 94	1 liter (1 qt) wide-mouth plastic bottle with screw on lid that are sealed with tape	Sampling line leading to the spray bar	1 each shipment; see Remarks	Each shipment must be accompanied by a certificate of compliance; recommend 1 random test from samples taken

Note:

1. Refer to California Test 125 for sampling procedures.

Exhibit A

**Table 6-1.6. Materials Acceptance Sampling and Testing Requirements:
Aggregate Subbases** (*Standard Specifications Section 25*)

Test	Test Method	Sample Size & Container Size	Sampling Location (See Note 1)	Acceptance Test Frequency	Remarks
AGGREGATE SUBBASE					
Gradation (Sieve Analysis)	California Test 202	50 lb	Windrow or roadway	Every 3,000 tons or 2,000 cu yd; see Remarks and Note 2	If material is uniform and well within specification limits, frequency may be decreased to 1 test per day
Sand Equivalent	California Test 217			Every 3,000 tons or 2,000 cu yd; see Remarks and Note 2	If material is uniform and well within specification limits, frequency may be decreased to 1 test per day
R-Value	California Test 301	50 lb	Windrow or roadway	Every 3,000 tons or 2,000 cu yd; see Remarks	R-value testing may be reduced to minimum 1 acceptance test per project when test records demonstrate that material from the same source, and having comparable grading and sand equivalent values, meets minimum R-value requirements
Relative Compaction	California Test 231	Sample for California Test 216	Roadway in accordance with California Test 231	Every 2,000 sq yd	
Maximum Wet Density	California Test 216	35 lb	Relative compaction test site locations	Every 2,000 sq yd; see Remarks	Wet common-composite test maximum value may be used in accordance with California Test 231
Dimensions	N/A	N/A	Random locations	As necessary for acceptance	Verify thickness of aggregate subbase

Notes:

1. Refer to California Test 125 for sampling procedures.
2. If material is outside the specification limits, sample and test representative material every 500 cu yd so that deductions may be taken for noncompliant material.

Exhibit A

**Table 6-1.7. Materials Acceptance Sampling and Testing Requirements:
Aggregate Bases (Standard Specifications Section 26)**

Test	Test Method	Sample Size & Container Size	Sampling Location (See Note 1)	Acceptance Test Frequency	Remarks
AGGREGATE BASES					
Gradation (Sieve Analysis)	California Test 202	50 lb	Windrow or roadway	Every 3,000 tons or 2,000 cu yd; see Remarks and Note 2	If material is uniform and well within specification limits, frequency may be decreased to 1 test per day
Sand Equivalent	California Test 217			Every 3,000 tons or 2,000 cu yd; see Remarks and Note 2	If material is uniform and well within specification limits, frequency may be decreased to 1 test per day
Resistance Value (R-Value)	California Test 301	50 lb	Windrow or roadway	Every 3,000 tons or 2,000 cu yd; see Remarks	R-value testing may be reduced to 1 acceptance test per project when test records demonstrate that material from the same source meets minimum R-value requirements
Durability Index	California Test 229	50 lb	Windrow or roadway	1 per project; see Remarks	Durability test not required for Class 3 aggregate base
Moisture	California Test 226	25 lb	Materials site or stockpile	2 daily when aggregate base is paid for by weight	
Relative Compaction	California Test 231	Sample for California Test 216	Roadway in accordance with California Test 231	Every 2,000 sq yd	
Maximum Wet Density	California Test 216	35 lb	Relative compaction test site locations	Every 2,000 sq yd, see Remarks	Wet composite test maximum value may be used in accordance with California Test 231
Dimensions	N/A	N/A	Random locations	As necessary for acceptance	Verify thickness of aggregate base

Notes:

1. Refer to California Test 125 for sampling procedures.
2. If material is outside the specification limits, sample and test representative material every 500 cu yd so that deductions may be taken for noncompliant material.

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**Table 6-1.8. Materials Acceptance Sampling and Testing Requirements:
Cement Treated Bases** (*Standard Specifications* Section 27) (1 of 2)

Test	Test Method	Sample Size & Container Size	Sampling Location (See Note 1)	Acceptance Test Frequency	Remarks
CEMENT TREATED BASE Class A or Class B					
AGGREGATE					
Gradation (Sieve Analysis)	California Test 202, California Test 105	40 lb	Plant, truck, windrow, or roadway	1 every 3,000 tons or 2,000 cu yd, minimum 1 per day of production	
Sand Equivalent	California Test 217				
AGGREGATE Class B					
R-Value (with and without cement)	California Test 301	100 lb for aggregate qualification	Windrow or roadway	Prior to production	
CEMENT Type II Portland Cement					
Various Properties Must comply with <i>Standard Specifications</i> Section 90-1.02B(2)	See <i>Standard Specifications</i> Section 90-1.02B(2)	8 lb	CTB plant or cement spreader	1 each 100 tons of cement, 2 per day maximum; see Remarks	Recommend 1 acceptance test per project for cement from approved suppliers and certificate of compliance with each shipment
WATER					
Chlorides	California Test 422	Clean 2-qt plastic jug with lined, sealed lid	At point of use	1 per source; see Remarks	Water supplies for domestic use do not need to be tested
Sulfates	California Test 417				
COMPLETED MIX Class A					
Compressive Strength	California Test 312	See California Test 312, Part II	Windrow or roadway prior to compaction	1 per day; see Remarks	If first 3 days of production test records demonstrate materials are in compliance, recommend test every 5 days of production
COMPLETED MIX Class B					
R-Value	California Test 301	50 lb	Windrow or roadway prior to compaction	1 every 3,000 tons or 2,000 cu yd; see Remarks	Recommend R-value testing be reduced to 1 every 10,000 cu yd when test records demonstrate that material from the same source, and having comparable grading and sand equivalent values, meets the minimum R-value requirements

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**Table 6-1.8. Materials Acceptance Sampling and Testing Requirements:
Cement Treated Bases (Standard Specifications Section 27) (2 of 2)**
**Table 6-1.8. Materials Acceptance Sampling and Testing Requirements:
Cement Treated Bases (Standard Specifications Section 27) (2 of 2)**

Test	Test Method	Sample Size & Container Size	Sampling Location (See Note 1)	Acceptance Test Frequency	Remarks
COMPLETED MIX Class A and Class B					
Cement Content	California Test 338	See California Test 338, Part I	Windrow or roadway prior to compaction	1 every 1,500 tons or 1,000 cu yd, minimum 1 per day of production	
Optimum Moisture	California Test 312	See California Test 312	Windrow or roadway	Prior to production	
Moisture Content	California Test 226	10 lb in sealed container	Roadway prior to compaction	2 daily	
Relative Compaction	California Test 312 or 231	Sample for California Test 216	Roadway in accordance with California Test 231	1 every 2,000 sq yd	
Maximum Wet Density	California Test 216, California Test 312	35 lb	Relative compaction test site locations	1 every 2,000 sq yd; see Remarks	Wet common-composite test maximum value may be used in accordance with California Test 231
Dimensions	N/A	N/A	Random locations	As necessary for acceptance	Verify thickness of CTB

Note:

1. Refer to California Test 125 for sampling procedures.

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**Table 6-1.9. Materials Acceptance Sampling and Testing Requirements:
Concrete Bases (Standard Specifications Section 28)
Lean Concrete Base**

Test	Test Method	Sample Size & Container Size	Sampling Location (See Note 1)	Acceptance Test Frequency	Remarks
LEAN CONCRETE BASES					
Compressive strength (7-days)	ASTM C39	6 cylinders 6x12 inches – 3 tests	Concrete truck discharge chute	1,000 cu yd or 1 day's production if less than 1,000 cu yd	
Compressive strength (3-days)	ASTM C39	6 cylinders 6x12 inches – 3 tests	Concrete truck discharge chute	1,000 cu yd or 1 day's production if less than 1,000 cu yd	Optional test to qualify for a transverse contraction joint waiver
RAPID STRENGTH CONCRETE BASE					
Modulus of rupture (7-days)	California Test 524	3 beams - 6x6x20 inches	Concrete truck discharge chute	1 per 500 cu yd or 1 day's production if less than 500 cu yd.	
LEAN CONCRETE BASE RAPID SETTING					
Compressive strength (7-days)	California Test 521	6 cylinders 6x12 inches – 3 tests	Concrete truck discharge chute	1 per 500 cu yd or 1 day's production if less than 500 cu yd.	
CONCRETE BASE					
Modulus of rupture (7-days)	California Test 523	2 beams of 6x6x32 in. for centerpoint loading or 6x6x20 in. for third-point loading	Concrete truck discharge chute	1,000 cu yd or 1 day's production if less than 1,000 cu yd	
Dimensions	N/A	N/A	Random locations	As necessary for acceptance	Verify thickness of base

Note:

1. Refer to California Test 125 for sampling procedures.

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**Table 6-1.10. Materials Acceptance Sampling and Testing Requirements:
Treated Permeable Bases (Standard Specifications Section 29)
Asphalt Treated Permeable Base (ATPB) (1 of 2)**

Test	Test Method	Sample Size & Container Size	Sampling Location (See Note 1)	Acceptance Test Frequency	Remarks
AGGREGATE					
Percentage Crushed Particles	California Test 205	Combined two 40-lb canvas bags (see Note 2) or Batch 160 lb (proportioned per bin percentages)	Plant	Prior to production and minimum 1 random for every 50,000 tons or less of paving	
Los Angeles Rattler (at 500 revolutions)	California Test 211				
Film Stripping	California Test 302				
Gradation (Sieve Analysis)	California Test 202	Combined two 20-lb canvas bags (see Note 3) or Batch 40 lb (proportioned per bin percentages)	Plant	1 for every 4 hours of production	Recommend 1 acceptance test per day if 3 consecutive results exceed 62
Cleanness Value	California Test 227			1 for every 4 hours of production	
ASPHALT					
Various properties based on asphalt type used; see <i>Standard Specification</i> Section 92	Based on asphalt type used; see <i>Standard Specifications</i> Section 92	1-qt double-seal friction-top metal cylindrical shaped can	Asphalt feed line connecting plant storage tanks	1 per day	Certificate of compliance required for each shipment; if asphalt binder source is not on approved list, sample and test asphalt before use
COMPLETED MIX					
Asphalt Content	California Test 382	40 lb in metal containers	Plant, truck, windrow, or roadbed	1 for every 4 hours of production	
AGGREGATE					
Los Angeles Rattler (loss at 500 revolutions)	California Test 211	50 lb	Plant	Prior to production and minimum 1 random for every 25,000 cu yd	
Soundness	California Test 214	50 lb	Plant		
Sieve Analysis (Gradation)	California Test 202	40 lb	Plant	1 for every 4 hours of production; (see Note 4)	

Exhibit A

**Table 6-1.10. Materials Acceptance Sampling and Testing Requirements:
Treated Permeable Bases (Standard Specifications Section 29)
Asphalt Treated Permeable Base (ATPB) (2 of 2)**

Test	Test Method	Sample Size & Container Size	Sampling Location (See Note 1)	Acceptance Test Frequency	Remarks
AGGREGATE (Cont.)					
Cleanness Value	California Test 227				
CEMENT					
Cement, various properties; must comply with <i>Standard Specifications</i> Section 90-1.02B(2)	Must comply with <i>Standard Specifications</i> Section 90-1.02B(2)	8 lb	Concrete plant	1 for each 100 tons, 2 per day max; see Remarks	Recommend 1 acceptance test per project for cement from approved suppliers with certificate of compliance
WATER					
Chlorides	California Test 422	Clean 2-qt plastic jug with lined, sealed lid	At point of use; see Remarks	1 per source; see Remarks	Water supplies for domestic use do not need to be tested
Sulfates	California Test 417				
Setting Time	ASTM C 191 or ASTM C 266	Contact METS for required quantity of water sample	At point of use; see Remarks	1 per source; see Remarks	Water supplies for domestic use do not need to be tested
Mortar Compressive Strength	ASTM C109				
Coloring Agents	Must comply with <i>Standard Specifications</i> Section 90-1.02D				
Alkalis					
Specific Gravity					

Notes:

1. Refer to California Test 125 for sampling procedures.
2. Store one 40-lb canvas bag for dispute resolution.
3. Store one 20-lb. canvas bag for dispute resolution.
4. If test records determine that aggregate gradation or cleanness value is close to specification limit or outside the specification limits, sample and test concrete every 300 cu yd so that deductions may be taken for noncompliant material.

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**Table 6-1.11. Materials Acceptance Sampling and Testing Requirements:
Recycled Pavement (Standard Specifications Section 30)**

Test	Test Method	Sample Size & Container Size	Sampling Location (See Note 1)	Acceptance Test Frequency	Remarks
PULVERIZED ROADBED (Section 30-2)					
Thickness	Thickness- Field Measurement	Field Measurement	Random location	3 random locations per lot	
Relative Compaction (% min)	California Test 231	Sample for California Test 216	Project site in accordance with California Test 231	1 every 2,000 sq yd and test compaction at every 6 in. of thickness	
FULL DEPTH RECLAMATION-FOAMED ASPHALT (Section 30-3)					
Relative Compaction (% min)	California Test 231	Sample for California Test 216	Project site in accordance with California Test 231	1 every 2,000 sq yd and test compaction at every 6 in. of thickness	
Thickness	Thickness	California Test 531. 4- or 6-in.-diameter core, full thickness	3 random location per lot	See Section 4-4004 of this manual	
FULL DEPTH RECLAMATION-Cement (Section 30-4)					
Thickness	Thickness- Core thickness measurement	California Test 531, 4- or 6-in.-diameter core, full thickness	3 random locations per lot	See Section 4-4004 of this manual	
Cement application rate	Calibrated tray or equal	Building paper or pan of known area	Surface receiving cement	Each 40,000 sq ft, 2 per day minimum	To determine if application rate is within $\pm 5\%$ of mix design rate
Relative Compaction (% min)	California Test 231	Sample for California Test 216	Project site in accordance with California Test 231	1 every 2,000 sq yd and test compaction at every 6 in. of thickness	

Notes:

1. Refer to California Test 125 for sampling procedures.

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**Table 6-1.12. Materials Acceptance Sampling and Testing Requirements:
Bituminous Seals (Standard Specifications Section 37) (1 of 4)**

Test	Test Method	Sample Size & Container Size	Sampling Location (See Note 1)	Acceptance Test Frequency	Remarks
ASPHALTIC EMULSION AND ASPHALTIC EMULSION FOR FLUSH COAT					
Various properties in accordance with Section 37 of <i>Standard Specifications</i>	See Section 37-2.02A(4)(b)(ii) of <i>Standard Specifications</i>	1 liter (or 1-qt) wide mouth plastic bottle with screw on lids that are sealed with tape	Transport tanker	Each shipment	Certificate of compliance required with each shipment
Asphaltic emulsion spread rate	CT 339	Per test method	Full width of boot truck	Once per project	
POLYMER MODIFIED ASPHALTIC EMULSION					
Viscosity	AASHTO T 59	1 liter (or 1-qt) wide mouth plastic bottle with screw on lids that are sealed with tape	Transport tanker	Each shipment	Certificate of compliance required with each shipment
Sieve Test	AASHTO T 59				
Demulsibility	AASHTO T 59				
Torsional Recovery	California Test 332				
Penetration	AASHTO T 49				
Ring and Ball	AASHTO T 53				
ASPHALT MODIFIER FOR ASPHALT RUBBER BINDER					
Viscosity	ASTM D445	1-qt round wide-mouth can with friction top lid or 1-qt rectangular can with screw-on lid	Sample port on tanker truck	1 random per project	
Flash Point	ASTM D92				
Molecular Analysis	ASTM D2007				
CRUMB RUBBER MODIFIER FOR ASPHALT RUBBER BINDER					
Wire in CRM (max %)	CT 385	CRM scrap tire: Two 2.5 lb in gallon zip-lock bags	CRM bulk bag	Minimum 1 random per project	
Fabric in CRM (max %)	CT 385				
CRM particle length	---	CRM high natural: Two 2.5 lb in gallon zip-lock bags			

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**Table 6-1.12. Materials Acceptance Sampling and Testing Requirements:
Bituminous Seals (Standard Specifications Section 37) (2 of 4)**

Test	Test Method	Sample Size & Container Size	Sampling Location (See Note 1)	Acceptance Test Frequency	Remarks
CRUMB RUBBER MODIFIER FOR ASPHALT RUBBER BINDER (Cont.)					
CRM specific gravity	CT 208				
Natural rubber content in high nature CRM (%)	ASTM D297				
ASPHALT RUBBER BINDER OR MODIFIED ASPHALT BINDER					
Cone Penetration		1-qt double-seal friction-top metal cylindrical shaped can	Asphalt feed line connecting to the HMA plant	Production start-up evaluation and 1 random per 5 samples	Certificate of compliance required with each shipment
Resilience					
Softening point					
Asphalt Rubber Binder Viscosity	ASTM D7741	1-gal metal cylindrical shaped cans	Asphalt storage tank	The greater of 1 every 5 lots or once a day, see Remarks	For safety, engineer may witness contractor perform test
Base Asphalt Binder Properties	See <i>Standard Specification</i> Section 92	Five 1-qt double-seal friction top metal cylindrical shaped cans	Asphalt storage tank	The greater of 1 every 5 lots or once a day, see Remarks	Certificate of compliance required for each shipment; if asphalt binder source is not on approved list, sample and test asphalt before use
SCREENINGS/AGGREGATE FOR CHIP SEALS					
LA Abrasion Testing	California Test 211	50 lb in canvas bags or 5-gal buckets	Stockpile	Once per project	
% Crushed Particles	AASHTO T 335				
Film Stripping	California Test 302				
Sieve Analysis	California Test 202	30 lb	Stockpile	Twice daily	
Cleanness Value	California Test 227			Once daily	
SAND FOR FLUSH COAT					
Sieve Analysis	California Test 202	25 lb	Stockpile	Once per project	

Exhibit A

**Table 6-1.12. Materials Acceptance Sampling and Testing Requirements:
Bituminous Seals (Standard Specifications Section 37) (3 of 4)**

Test	Test Method	Sample Size & Container Size	Sampling Location (See Note 1)	Acceptance Test Frequency	Remarks
CRACK TREATMENTS					
Crack Treatment Material					
Softening point	ASTM D36	2 each 3-lb minimum samples in silicone release boxes	From crack treatment material dispensing wand	Once per project	Indicate the specified type of crack treatment material on the TL-0101
Cone penetration	ASTM D5329				
Resilience					
Tensile adhesion					
Asphalt compatibility					
Flexibility	ASTM D3111				
Specific gravity	ASTM D70				
Sieve test	See note in Section 37-6.01D(3) "Department Acceptance" of the <i>Standard Specifications</i>				
SAND FOR CRACK TREATMENT					
Sieve Analysis	California Test 202	25 lb	Stockpile	Once per project	
SLURRY SEAL AGGREGATE					
Los Angeles Rattler (loss at 500 revolutions)	California Test 211	50 lb	Stockpile	Once per project	
Percentage of Crushed Particles	California Test 205				
Film Stripping	California Test 302				
Durability Index	California Test 229				
Sieve Analysis	California Test 202, California Test 105	30 lb	Stockpile	Once daily	
Sand Equivalent	California Test 217				
MICRO-SURFACING AGGREGATES					
Los Angeles Abrasion Testing (loss at 500 revolutions)	California Test 211	50 lb	Stockpile	Once per project	
Percentage of Crushed Particles	California Test 205				
Durability Index	California Test 302				

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**Table 6-1.12. Materials Acceptance Sampling and Testing Requirements:
Bituminous Seals** (*Standard Specifications* Section 37) (4 of 4)

Test	Test Method	Sample Size & Container Size	Sampling Location (See Note 1)	Acceptance Test Frequency	Remarks
MICRO-SURFACING AGGREGATES (Cont.)					
Sieve Analysis	California Test 202	30 lb	Stockpile	Once daily	
Sand Equivalent	California Test 217				

Note:

1. Refer to California Test 125 for sampling procedures.

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**Table 6-1.13. Materials Acceptance Sampling and Testing Requirements:
Asphalt Concrete (Standard Specifications Section 39) (1 of 6)**

Test	Test Method	Sample Size & Container Type	Sampling Location (See Note 1)	Sampling Frequency	Acceptance Test Frequency	Remarks
AGGREGATE: All Types of HMA						
Gradation (Sieve Analysis) (see Note 2)	AASHTO T 27, California Test 105, California Test 384	Combined six 20-lb canvas bags (see Note 3) or Batch 30 lb (proportioned per bin percentages)	HMA plant	For standard process, 1 for each 750 tons, 1 per day minimum For statistical pay factor (SPF) process, per stratified random sampling plan (See Notes 10 and 11)	Production start-up evaluation. Minimum 1 per day of paving	
Sand Equivalent	AASHTO T 176		HMA plant or before lime treatment	1 for each 750 tons, 1 per day minimum For SPF process, same frequency as gradations	Production start-up evaluation. Minimum 1 per day of paving	Not required for OGFC (open graded friction course)
Percent Crushed Particles (Coarse)	AASHTO T 335		HMA plant or before lime treatment	1 for each 750 tons, 1 per day minimum	Production start-up evaluation, and minimum 1 random for every 25,000 tons or less of paving	
Percent Crushed Particles (Fine)	AASHTO T 335		HMA plant or before lime treatment		For SPF process, see Note 17	
LA Abrasion Testing (500 Revolutions)	AASHTO T 96		HMA plant or before lime treatment	1 for each 750 tons, 1 per day minimum	Production start-up evaluation, and minimum 1 random for every 50,000 tons or less of paving	
LA Abrasion Testing (100 Revolutions)	AASHTO T 96		HMA plant or before lime treatment	For the SPF process, see Note 17		
Fine Aggregate Angularity	AASHTO T 304, Method A		HMA plant or before lime treatment			For SPF process, see Note 17
Flat and Elongated Particles	ASTM D4791		HMA plant or before lime treatment			Not required for Minor HMA

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**Table 6-1.13. Materials Acceptance Sampling and Testing Requirements:
Asphalt Concrete (Standard Specifications Section 39) (2 of 6)**

Test	Test Method	Sample Size & Container Type	Sampling Location (See Note 1)	Sampling Frequency	Acceptance Test Frequency	Remarks
ASPHALT BINDER						
Various properties based on asphalt type used (see <i>Standard Specifications</i> Section 92)	See <i>Standard Specifications</i> Section 92	1-qt double-seal friction-top metal cylindrical shaped can	Asphalt feed line connecting the plant storage tanks	1 per day of HMA production	1 random for every 5 samples	Certificate of compliance required for each shipment; if asphalt binder source is not on approved list, sample and test asphalt before use
ASPHALT RUBBER BINDER						
Asphalt Rubber Binder Properties	See <i>Standard Specifications</i> Section 39-2.03A(4)(e)(ii)	1-qt double-seal friction-top metal cylindrical shaped can	Asphalt rubber feed line from the HMA plant	1 every lot	Production start-up evaluation and 1 random per 5 samples	Certificate of compliance required for each lot
Asphalt Rubber Binder Viscosity	ASTM D7741	1-gal double-seal friction-top metal cylindrical shaped can	Asphalt rubber feed line connecting to the HMA plant	1 every lot	1 every lot; see Remarks	For safety, engineer may witness contractor perform test
Base Asphalt Binder Properties	See <i>Standard Specifications</i> Section 92	1-qt double-seal friction-top metal cylindrical shaped can	Asphalt storage tank	Each shipment	Production start-up evaluation and 1 random per 5 samples	Certificate of compliance required for each shipment; if asphalt binder source is not on approved list, sample and test asphalt before use
Asphalt Modifier Properties	ASTM D445 ASTM D92 ASTM D2007	1-qt double-sealed friction top metal cylindrical shaped can or 1-qt rectangular can with screw-on lid	Sample port on tanker truck	Each shipment	1 random per project	
Crumb Rubber Modifier (CRM) Properties	California Test 208, California Test 385, ASTM D297	CRM scrap tire: Two 2.5 lb in gallon zip-lock bags; CRM high natural: Two 2.5 lb in gallon zip-lock bags	CRM bulk bag	Each shipment	1 random per project	

**Table 6-1.13. Materials Acceptance Sampling and Testing Requirements:
Asphalt Concrete (Standard Specifications Section 39) (3 of 6)**

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Test	Test Method	Sample Size & Container Type	Sampling Location (See Note 1)	Sampling Frequency	Acceptance Test Frequency	Remarks
HOT MIX ASPHALT: Type A						
Moisture Content	AASHTO T 329	10 lb, sealed metal container	Loose mix from behind the paver (see Note 4)	Production start-up evaluation, and minimum 1 per project	Production start-up evaluation, and minimum 1 per project during paving	Test within 1 hour of sampling
Asphalt Binder Content	AASHTO T 308, Method A	60 lb (see Note 5 & 18) (8x8x3=8 boxes, 8x8x4=6 boxes, 8½x8½x4½=4 boxes) (see Note 5 & 18)	Loose mix from behind the paver (see Note 4)	1 for each 750 tons, 1 per day minimum, For SPF process, per stratified random sampling plan (See Notes 10 & 11)	Production start-up evaluation; For standard process, minimum 1 per day of paying For SPF process, per stratified random sampling plan (See Note 14)	
Maximum Theoretical Density	AASHTO T 209		Loose mix from behind the paver (see Note 4)	1 for each 750 tons, 1 per day minimum, For SPF process, two samples per shift with verification density cores (See Notes 10 & 13)	Production start-up evaluation; For standard process, 1 random per day of paying For SPF process, per stratified random sampling plan	
Air Void Content	AASHTO T 269	100 lb (see Note 5) (8x8x3=12 boxes, 8x8x4=10 boxes, 8½x8½x4½=8 boxes)	Loose mix from behind the paver (see Note 4)	Production start-up evaluation, 1 every 25,000 tons of paving For HMA placed using SPF, see Notes 10 & 11	Production start-up evaluation, and minimum 1 random for every 25,000 tons of paving, except for HMA placed using SPF, see Note 14	
Voids in Mineral Aggregate	SP-2 Asphalt Mixture Volumetrics			Production start-up evaluation, 1 every 25,000 tons of paving	Production start-up evaluation, and minimum 1 random for every 25,000 tons of paving	
Dust Proportion	SP-2 Asphalt Mixture Volumetrics					
Hamburg Wheel Tracker	AASHTO T 324 (Modified)	70 lb (see Note 5) (8x8x3=9 boxes, 8x8x4=7 boxes, 8½x8½x4½=6 boxes)	Loose mix at plant, truck, or windrow	Production start-up evaluation, 1 every 10,000 tons of paving For SPF process, see Note 16	Production start-up evaluation, and minimum 1 random for every 10,000 tons or less of paving For SPF process see Note 16	Not required for Minor HMA
Moisture Susceptibility	AASHTO T 283	140 lb (see Notes 5 & 6) (8x8x3=18 boxes, 8x8x4=15 boxes, 8½x8½x4½=12 boxes)	Loose mix at plant, truck, or windrow	Production start-up evaluation, 1 every 50,000 tons of paving	Production start-up evaluation, and minimum 1 random test for every 50,000 tons of paving	Test for dry strength and wet strength; not required for Minor HMA

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**Table 6-1.13. Materials Acceptance Sampling and Testing Requirements:
Asphalt Concrete (Standard Specifications Section 39) (4 of 6)**

Test	Test Method	Sample Size & Container Type	Sampling (See Note 1)	Sampling Frequency	Acceptance Test Frequency	Remarks
HOT MIX ASPHALT: With RAP/RAS						
Binder Recovery	AASHTO T 164 ASTM D1856	10 lb (8x8x3 = 1 box, 8x8x4=1 box, 8½x8½x4½ =1 box)	Loose mix from behind the paver (see Note 4)	Production start-up evaluation, 1 every 25,000 tons of paving	1 random for every 25,000 tons or less of paving	
RUBBERIZED HOT MIX ASPHALT: Gap Graded						
Moisture Content	AASHTO T 329	10 lb, sealed metal container	Loose mix from behind the paver (see Note 4)	Production start-up evaluation, and min. 1 per project	Production start-up evaluation, and minimum 1 per project during paving	Test within 1 hour of sampling
Asphalt Binder Content	AASHTO T 308, Method A	60 lb (see Note 5) (8x8x3=8 boxes, 8x8x4=6 boxes, 8½x8½x4½ =4 boxes)	Loose mix from behind the paver (see Note 4)	1 for each 750 tons, 1 per day min. For HMA placed using SPF, see Notes 10 & 11	Production start-up evaluation; 1 random test per day of paving. For HMA placed using SPF, see Note 10	
Maximum Theoretical Density	AASHTO T 209		Loose mix from behind the paver (see Note 4)	1 for each 750 tons, 1 per day Min. For HMA placed using SPF, see Notes 11 & 13	Production start-up evaluation; minimum 1 per day of paving, except for HMA placed using SPF, see Notes 10 & 13	
Air Void Content	AASHTO T 269	100 lb (see Note 5) (8x8x3=12 boxes, 8x8x4=10 boxes, 8½x8½x4½ =8 boxes)	Loose mix from behind the paver (see Note 4)	Production start-up evaluation, 1 every 25,000 tons of paving. For HMA placed using SPF, see notes 10 & 11	Production start-up evaluation, and min. 1 random test for every 25,000 tons of paving For SPF process, test per stratified random sampling plan. See Note 14	
Voids in Mineral Aggregate	SP-2 Asphalt Mixture Volumetrics			Production start-up evaluation, 1 every 25,000 tons of paving	Production start-up evaluation, and minimum 1 random test for every 25,000 tons of paving	
Dust Proportion						
Hamburg Wheel Track	California Test 389	75 lb (see Note 5) (8x8x3=9 boxes, 8x8x4=7 boxes, 8½x8½x4½ =6 boxes)	Loose mix at plant, truck, or windrow	Production start-up evaluation, 1 every 10,000 tons of paving	Production start-up evaluation, and minimum 1 random test for every 10,000 tons or less of paving For SPF process see Note 16	

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**Table 6-1.13. Materials Acceptance Sampling and Testing Requirements:
Asphalt Concrete (Standard Specifications Section 39) (5 of 6)**

Test	Test Method	Sample Size & Container Type	Sampling (See Note 1)	Sampling Frequency	Acceptance Test Frequency	Remarks
RUBBERIZED HOT MIX ASPHALT: Gap Graded (continued)						
Moisture Susceptibility	AASHTO T 283	75 lb (see Notes 5 & 6) (8x8x3=18 boxes, 8x8x4=15 boxes, 8½x8½x4½=12 boxes)	Loose mix at plant, truck, or windrow	Production start-up evaluation, 1 every 50,000 tons of paving	Production start-up evaluation, and minimum 1 random test for every 50,000 tons of paving	Test for dry strength and wet strength
OPEN GRADED FRICTION COURSE (OGFC)						
Asphalt Binder Content	AASHTO T 308, Method A	20 lb (see Note 5) 4, 1-gal metal containers with friction lids	Loose mix from behind the paver (see Note 4)	1 for each 750 tons, 1 per day minimum	Production start-up evaluation; minimum 1 per day of paving	
Moisture Content	AASHTO T 329	10 lb, sealed metal container	Loose mix from behind the paver (see Note 4)	Production start-up evaluation, and minimum 1 per project	Production start-up evaluation, and minimum 1 per project during paving	Test within 1 hour of sampling
BONDED WEARING COURSE: Gap Graded (BWC-G) (See Note 7)						
Asphalt Binder Content	AASHTO T 308, Method A	20 lb (see Note 5) 4, 1-gal metal containers with friction lids	Loose mix at plant	1 for each 750 tons, 1 per day minimum	Production start-up evaluation. Minimum 1 per day of paving	
Moisture Content	AASHTO T 329	10 lb sealed metal container	Loose mix at plant	Production start-up evaluation, and minimum 1 per project	Production start-up evaluation, and minimum 1 per project during paving	Samples should be tested within 1 hour of sampling
PAVEMENT DENSITY						
Density of cores (% of maximum theoretical density) (see Note 8)	California Test 375	4- or 6-in cores	Final layer, cored to the specified total paved thickness	For the standard process, 1 for each 250 tons For the SPF process, see Note 12	For the standard process, 1 for each 250 tons. For the SPF process, test per stratified random sampling plan. See Note 14	Density applies to HMA thickness of 0.15 ft or greater

**Table 6-1.13. Materials Acceptance Sampling and Testing Requirements:
Asphalt Concrete (Standard Specifications Section 39) (6 of 6)**

Test	Test Method	Sample Size & Container Type	Sampling Location (See Note 1)	Sampling Frequency	Acceptance Test Frequency	Remarks
PAVEMENT SMOOTHNESS						
Straightedge	N/A	N/A	Pavement surface; see Note 9	Entire final surface; see Remarks	Entire final surface; see Remarks	Areas exempt from Inertial Profiler
Inertial Profiler for Mean Roughness Index and Areas of Localized Roughness	California Test 387 AASHTO R 56 & AASHTO R 57	Each 0.1 mile	Pavement surface	Entire final surface	Entire final surface; see Remarks	Entire final surface excluding areas requiring straightedge; use contractor-furnished profiles for IRI values within 10% of Caltrans' IRI values
TACK COAT						
Asphalt Binder	Based on asphalt type used (see <i>Standard Specifications</i> Section 92)	1-qt double-seal friction-top metal cylindrical shaped can	Spray bar on asphalt distributor truck	Each truck load	1 random per project	
Asphaltic Emulsion	Based on emulsion type used (see <i>Standard Specifications</i> Section 94)	1 liter (or 1 qt) wide-mouth plastic bottle with screw on lids that are sealed with tape	Spray bar on emulsion distributor truck	Each truck load	1 random per project	
Spread Rate	California Test 339	N/A	Pavement	N/A	As necessary for verification of tack coat spread rate	Verify tack coat spray rate is sufficient to meet the minimum specified residual rate. (see example in Section 4-9403, "During the Course of Work," in this manual)

Notes:

1. Refer to California Test 125 for sampling procedures.
2. When using RAP, RAS or RAP/RAS, adjust gradation by the correction factor determined under California Test 384.
3. Store three 20-lb canvas bags for dispute resolution.
4. Sampling HMA behind the paver is the preferred location. You may also take samples from the windrow, production plant, or truck.
5. Sample sizes are based on split samples—one sample for acceptance testing, and one for dispute resolution. Store one-half of the boxes or cans for dispute resolution.
6. Contractor ships directly to district material laboratory.

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7. For bonded wearing course using RHMA-G, RHMA-O, or HMA-O, sampling and testing must comply with requirements for RHMA-G, RHMA-O, or HMA-O.
8. Determine percent of maximum theoretical density under California Test 375, except use AASHTO T 275 to determine in-place density of each core and AASHTO T 209, Method A to determine maximum theoretical density instead of calculating maximum density.
9. May use Inertial Profiler data and ProVAL Rolling Straightedge module to assist in determining where to check with 12-foot straightedge.
10. For the statistical pay factor (SPF) process, and for each lot, prepare a stratified random sampling plan for the following pay factor quality characteristic: aggregate gradations, binder content, air voids, and percent of maximum theoretical density. Sample at milestones identified in the stratified random sampling plan. Do not share the verification sampling time or location with the contractor until immediately before sampling. Do not share the stratified random sampling plan with the contractor until completion of the lot. For guidance on developing the engineer's stratified random sampling plans, refer to section 4- 3902K, "Stratified Random Sampling Plan" of this manual.
11. Obtain enough material to split each sample into four parts. Perform verification testing on one part, provide one part to the contractor, hold one part for dispute resolution testing, and reserve the fourth part for additional verification testing in the event the lot runs short and you do not have at least the 3 tests needed for verification.
12. To determine in-place density, obtain verification density cores from the contractor's subplot identified in the engineer's stratified random sampling plan. Break the identified subplot into three equal parts, and randomly determine the coring location of each part. At each location, core three samples aligned longitudinally within 1 to 2 feet of the center core. Retain the center core for verification testing, and randomly determine which of the two remaining cores will be provided to the contractor and which will be retained by the engineer.
13. To determine the paving shift's maximum theoretical density value used for verification of percent in-place density, obtain two samples of HMA from each paving shift the verification density cores are obtained from. Determine the shift's maximum theoretical density value used for the verification by averaging the test results of the two samples. The two samples must be obtained randomly from the first and last half of the paving shift, or from a split of a single sample pulled within the subplot the density cores are obtained from.
14. Do not share the test results of pay factor quality characteristics with the contractor until completion of the lot.
15. For HMA placed using SPF, during production, sample non-pay factor items at the frequency determined by the engineer. Notify the contractor of your intent to sample, and obtain enough material to split into four parts. Test one part, provide one part to the contractor, and retain one part for independent third party testing. When sampling for nonpay factors, except sand equivalent testing, pull two samples from two consecutive sublots. If the first sample fails, immediately test the second sample. Refer to Section 4-3904A(5), "Monitoring Non-Pay Factor Quality Characteristics Using Statistical Pay Factor Specifications" of this manual for guidance related to non-pay factor testing.
16. For HMA placed using SPF, when sampling for Hamburg Wheel Track, pull one additional sample for testing from the contractor's next subplot. Test this second sample if the first sample fails.
17. For HMA placed using SPF, sample at same frequency as aggregate gradations, except pull two samples and test the second sample if the first sample fails.
18. Box quantities indicated represent recommended amounts for each individual test. Use CT 125 Appendix B Table 1 for more comprehensive quantities or suites of tests.

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**Table 6-1.14. Materials Acceptance Sampling and Testing Requirements:
Concrete Pavement** (*Standard Specifications* Section 40) See Table 6-1.17 for concrete materials

Test	Test Method	Sample Size & Container Size	Sampling Location (See Note 1)	Acceptance Test Frequency	Remarks
CONCRETE					
Modulus of Rupture (Open to Traffic)	California Test 523 (Field Curing)	3 beams of 6x6x20 in. for third-point loading	Concrete truck discharge chute	1 set for the last pavement section placed before opening to traffic	Not used for acceptance, only to verify that pavement can be opened to traffic
Compressive Strength Equivalent to Modulus of Rupture (42-days)	California Test 540, California Test 521	3 cylinders of the same size (either 6x12 in. or 4x8 in.) for compressive strength equivalent to Modulus of Rupture	Concrete truck discharge chute	1 set per age for each 1,000 cu yd, 1 per day minimum (See Note 2)	Recommend frequency of every 2,000 cu yd if after 10 sets all tests are in compliance
Air Content	California Test 504	See test method	Concrete truck discharge chute	1 every day of production; see Remarks	Only test when air entrainment is specified
Use if the Maturity Method (Open to Traffic)	ASTM C1074, CT 523 (Field Curing), CT 540, CT 5212	Contractor develops the strength-maturity relationship using specimens prepared under ASTM C1074	Estimate in-place strength of concrete based on strength-maturity relationship per ASTM C1074 and sensors embedded in concrete placement	Place a sensor at the beginning and end of the concrete placement	Not used for acceptance, only to verify pavement can be opened to traffic. Contractor validates test strip once and every 15,000 cu yd or 30 days, whichever comes first
PAVEMENT					
Thickness	California Test 531	4-in. diameter core, full thickness of pavement	See Section 4-4004, "Level of Inspection," of this manual	1 every 1,200 sq yd	
Dowel Bar Alignment and Concrete Consolidation	Measurement and Inspection	4-in. diameter core size	Transverse pavement joints	1 test every 700 sq yd; see Remarks	Each test consists of 2 cores, one on each end of dowel bar
Tie Bar Alignment and Concrete Consolidation	Measurement and Inspection	4-in. diameter core size	Longitudinal pavement joints	1 test every 4,000 sq yd; see Remarks	Each test consists of 2 cores, one on each end of tie bar
Coefficient of Friction	California Test 342	N/A	Pavement surface	1 test for each day of paving; see Remarks	Each test consists of 5 measurements
Smoothness - Straightedge	Measurement with 12-ft straightedge	N/A	Pavement surface	Entire final surface requiring straightedge	
Smoothness - Inertial Profiler for Mean Profile Index and Areas of Localized Roughness	AASHTO R 56, AASHTO R 57, and California Test 387	0.1 mile	Pavement surface	Entire final surface; see Remarks	Entire final surface excluding specified areas requiring straightedge; use contractor-furnished profiles for IRI values within 10% of Caltrans' IRI values

Notes:

1. Refer to California Test 125 for sampling procedures.
2. If concrete modulus of rupture is close to specification limit or outside the specification limits, sample and test concrete every 1,000 cu yd so that deductions may be taken for noncompliant material.

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**Table 6-1.15. Materials Acceptance Sampling and Testing Requirements:
Existing Concrete Pavement (Standard Specifications Section 41)**

Test	Test Method	Sample Size & Container Size	Sampling Location (See Note 1)	Acceptance Test Frequency	Remarks
INDIVIDUAL SLAB REPLACEMENT WITH RAPID STRENGTH CONCRETE (Section 41-9)					
Coefficient of Friction	California Test 342	N/A	Pavement surface	1 every 1,200 sq yd; see Remarks	Each test consists of 5 measurements
Smoothness - Straightedge	Measurement with 12-ft straightedge	N/A	Pavement surface	Entire final surface; see Remarks	Areas exempt from Inertial Profiler
Modulus of rupture (3-days)	California Test 524	3 beams of 6x6x20 inches	Concrete truck discharge chute	1 per shift	

Notes:

1. Refer to California Test 125 for sampling procedures.

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Table 6-1.16. Materials Acceptance Sampling and Testing Requirements:
Concrete Structures (*Standard Specifications* Section 51) See Table 6-1.17 for concrete materials

Test	Test Method	Sample Size & Container Size	Sampling Location (See Note 1)	Acceptance Test Frequency	Remarks
JOINT SEALS TYPE B (Section 51-2.02C(2))					
Various properties; must comply with <i>Standard Specifications</i> Section 51-2.02C(2)	See <i>Standard Specifications</i> Section 51-2.02(C)	1 piece, 3 ft	Job site	Each lot; see Remarks	Certificate of compliance and certified test report required for each lot; test report must include the seal movement rating, manufacturer minimum uncompressed width and test results; submit samples at least 30 days before use
JOINT SEALS Type A and Type AL (Section 51-2.02B)					
Various properties; must comply with <i>Standard Specifications</i> Section 51-2.02B(2)	Used Authorized Material List at: https://dot.ca.gov/programs/engineering/services/authorized-material-lists			Type A and AL joint seals must be on the Authorized Materials List for Type A and AL joint seals	Submit a certificate of compliance for each batch of sealant at least 15 days before use

Notes:

1. Refer to California Test 125 for sampling procedures.

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**Table 6-1.17. Materials Acceptance Sampling and Testing Requirements:
Concrete (Standard Specifications Section 90) (1 of 6)
Concrete, Except for Minor Concrete and Rapid Strength Concrete**

Test	Test Method	Sample Size & Container Size	Sampling Location (See Note 1)	Acceptance Test Frequency	Remarks
AGGREGATE: Coarse Aggregate					
Los Angeles Abrasion Testing (loss at 500 revolutions)	California Test 211	See Note 2	Stockpile	Prior to production and minimum 1 random test for every 25,000 cu yd; see Remarks	1 for every 4,000 cu yd, if initial test shows abrasion loss greater than 40%
Cleanness Value	California Test 227	25 lb	Stockpile	Prior to production and minimum 1 for every 600 cu yd, 1 per day minimum; see Remarks	Recommend 1 acceptance test per day if 3 consecutive results exceed 80; increase sampling to 1 for every 300 cu yd (deductive lot) with engineer's authorization
Sieve Analysis	California Test 202	50 lb	Belt Feed	Prior to production and minimum 1 for every 600 cu yd, 1 per day minimum; see Remarks	Recommend 1 acceptance test per day if 3 consecutive results are within operating range; increase sampling to 1 for every 300 cu yd (deductive lot) with engineer's authorization
AGGREGATE: Fine Aggregate					
Organic Impurities	California Test 213	See Note 2	Stockpile	Prior to production or when contamination is suspected	
Durability	California Test 229	See Note 2	Stockpile	Prior to production	
Sand Equivalent	California Test 217	25 lb	Stockpile	Prior to production and minimum 1 for every 600 cu yd, 1 per day minimum; see Remarks	Recommend 1 acceptance test per day if 3 consecutive results exceed 80; increase sampling to 1 for every 300 cu yd (deductive lot) with engineer's authorization
Sieve Analysis	California Test 202	50 lb	Belt feed	Prior to production and minimum 1 for every 600 cu yd, 1 per day minimum; see Remarks	Recommend 1 acceptance test per day if 3 consecutive results are within operating range; increase sampling to 1 for every 300 cu yd (deductive lot) with engineer's authorization

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**Table 6-1.17. Materials Acceptance Sampling and Testing Requirements:
Concrete (Standard Specifications Section 90) (2 of 6)
Concrete, Except for Minor Concrete and Rapid Strength Concrete**

Test	Test Method	Sample Size & Container Size	Sampling Location (See Note 1)	Acceptance Test Frequency	Remarks
AGGREGATE: Coarse & Fine Aggregate					
Specific Gravity and Absorption	California Test 206, California Test 207	See Note 2	Stockpile	Prior to production and when aggregate source changes	
Soundness	California Test 214	See Note 2	Stockpile	Prior to production	Soundness for fine aggregate waived if durability is ≥ 60
Sieve Analysis (combined gradation determined with fine and coarse aggregate sieve analyses)	California Test 202		N/A	Prior to production and minimum 1 for every 600 cu yd, 1 per day minimum; see Remarks	Recommend 1 acceptance test per day if 3 consecutive results are within operating range. Increase sampling to 1 for every 300 cu yd (deductive lot) with engineer's authorization
CEMENTITIOUS MATERIALS					
Cement, various properties; must comply with <i>Standard Specifications</i> Section 90-1.02B(2)	See <i>Standard Specifications</i> Section 90-1.02B(2)	8 lb	Concrete plant	Sample each 100 tons of cement, 2 per day maximum; see Remarks	Cement must be on Authorized Material List; cement accepted based on certificate of compliance with each shipment; recommend 1 verification test per 5 samples
Supplementary Cementitious Materials (SCM), various properties; must comply with <i>Standard Specifications</i> Section 90-1.02B(3)	See <i>Standard Specifications</i> Section 90-1.02B(3)	8 lb	Concrete plant	Sample each 100 tons of SCM, 2 per day maximum; see Remarks	SCMs must be on Authorized Material List; SCM accepted based on certificate of compliance with each shipment; recommend 1 verification test per 5 samples

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**Table 6-1.17. Materials Acceptance Sampling and Testing Requirements:
Concrete (Standard Specifications Section 90) (3 of 6)
Concrete, Except for Minor Concrete and Rapid Strength Concrete**

Test	Test Method	Sample Size & Container Size	Sampling Location (See Note 1)	Acceptance Test Frequency	Remarks
WATER					
Chlorides	California Test 422	Clean 2-qt plastic jug with lined, sealed lid	At point of use	1 per source; see Remarks	Water supplies for domestic use do not need to be tested
Sulfates	California Test 417				
Setting Time	ASTM C 191 or ASTM C 266	Contact METS for required quantity of water sample	At point of use	1 per source; see Remarks	Water supplies for domestic use do not need to be tested
Mortar Compressive Strength	ASTM C109				
Coloring Agents	Must comply with <i>Standard Specifications</i> Section 90-1.02D				
Alkalis					
Specific Gravity					
ADMIXTURES: Air Entraining Agent					
Air entraining properties Must comply with <i>Standard Specifications</i> Section 90-1.02E	See <i>Standard Specifications</i> Section 90-1.02E	1-qt can or plastic bottle of liquid, 2 lb of powder	Concrete plant	Sample each shipment; see Remarks	Must be on Authorized Material List and certificate of compliance must accompany each shipment; recommend 1 verification test per 5 samples
CHEMICAL ADMIXTURE: Water Reducers or Set Retarders					
Claimed properties, chloride identification	ASTM C494 Type A, B, D, F or Type G California Test 415	1-qt can of liquid, 2 lb of powder	Concrete plant	Sample each shipment; see Remarks	Must be on Authorized Material List and certificate of compliance must accompany each shipment; recommend 1 verification test per 5 samples
CONCRETE for Pavement and Structures					
Shrinkage	AASHTO T 160 Modified See <i>Standard Specifications</i> Section 90-1.01D(3)	Set of three: 4x4x1 1/4 in.	During mix design process	Prior to production; see Remarks	Engineer may use contractor-provided test result for acceptance; test results must be within 3 years of contract authorization date

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**Table 6-1.17. Materials Acceptance Sampling and Testing Requirements:
Concrete (Standard Specifications Section 90) (4 of 6)
Concrete, Except for Minor Concrete and Rapid Strength Concrete**

Test	Test Method	Sample Size & Container Size	Sampling Location	Acceptance Test Frequency	Remarks
CONCRETE Designated Compressive Strength 3600 psi or Greater					
Yield	California Test 518	See test method	Concrete truck discharge chute; see Note 3	As necessary to assure accuracy of mix design; minimum 2 per each mix design	No deductions for cement content will be made based on the results of California Test 518
Concrete Uniformity	ASTM C143, California Test 533	See test method	Concrete truck discharge chute; see Note 3	When compressive test specimen is fabricated and when consistency or uniformity is questionable, minimum 2 per day	
Concrete Uniformity	California Test 529	100 lb	Concrete truck discharge chute; see Note 3	When uniformity is questionable	
Compressive Strength	ASTM C172, California Test 540	1 set of 2 cylinders 6x12 in. or 1 set of 3 cylinders 4x8 in. for each test	Concrete truck discharge chute; see Note 3	1 set per age for every 300 cu yd concrete or as required for acceptance, minimum 1 set per project; see Remarks	For trial batches, see <i>Standard Specifications</i> or job special provisions and Section 6-3, "Field Tests," of this manual
Air Content	California Test 504	See test method	Concrete truck discharge chute; see Note 3	1 every 4 hours of production and when test specimens are fabricated; see Remarks	Where air is specified for freeze-thaw resistance, a minimum of 1 every 30 cu yd
CONCRETE WITH COMPRESSIVE STRENGTH LESS THAN 3,600 psi					
Concrete Uniformity	ASTM C143, California Test 533	See test method	Concrete truck discharge chute; see Note 3	When compressive test specimen is fabricated and when uniformity is questionable	
Concrete Uniformity	California Test 529	100 lb	Concrete truck discharge chute; see Note 3	When uniformity is questionable	
Compressive Strength	California Test 540, California Test 521	1 set of 2 cylinders 6x12 in. or 1 set of 3 cylinders 4x8 in. for each test	Concrete truck discharge chute; see Note 3	1 set per age for every 300 cu yd, minimum 1 set per project	
Air Content	California Test 504	See test method	Concrete truck discharge chute; see Note 3	When compressive test specimens are fabricated; see Remarks	Where air is specified for freeze-thaw resistance, a minimum of 1 every 100 cu yd

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**Table 6-1.17. Materials Acceptance Sampling and Testing Requirements:
Concrete (Standard Specifications Section 90) (5 of 6)
Concrete, Except for Minor Concrete and Rapid Strength Concrete**

Test	Test Method	Sample Size & Container Size	Sampling Location	Acceptance Test Frequency	Remarks
CURING COMPOUND					
Curing Compound; must comply with <i>Standard Specifications</i> Section 90-1.03B(3)	ASTM C309	1-qt can	At time of use; see Note 1	1 every shipment; see Remarks	Each shipment must have certificate of compliance that includes: 1. Test results for tests specified in Section 90-1.01D(6) of <i>Standard Specifications</i> 2. Certification that material was tested within 12 months before use
CEMENTITIOUS MATERIALS					
Cement, various properties; must comply with <i>Standard Specifications</i> Section 90-1.02B(2)	See <i>Standard Specifications</i> Section 90-1.02B(2)	8 lb	Concrete plant	Sample and test if cement quality is questionable; see Remarks	Cement source must be shown on Authorized Material List; certificate of compliance must accompany each cement shipment
Supplementary Cementitious Materials (SCM), various properties; must comply with <i>Standard Specifications</i> Section 90-1.02B(3)	See <i>Standard Specifications</i> Section 90-1.02B(3)	8 lb	Concrete plant	Sample and test if SCM quality is questionable; see Remarks	SCM source must be shown on Authorized Material List; certificate of compliance must accompany each SCM shipment
ADMIXTURES: Air Entraining Agent					
Air entraining properties; must comply with <i>Standard Specifications</i> Section 90-1.02E	See <i>Standard Specifications</i> Section 90-1.02E	N/A	N/A	See Remarks	Must be on Authorized Material List and certificate of compliance must accompany each shipment
CHEMICAL ADMIXTURES: Water Reducers or Set Retarders					
Claimed properties, chloride identification	ASTM C494 Type A, B, D, F or Type G California Test 415	N/A	N/A	See Remarks	Must be on Authorized Material List and certificate of compliance must accompany each shipment

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**Table 6-1.17. Materials Acceptance Sampling and Testing Requirements:
Concrete (Standard Specifications Section 90) (6 of 6)
Concrete, Except for Minor Concrete and Rapid Strength Concrete**

Test	Test Method	Sample Size & Container Size	Sampling Location	Acceptance Test Frequency	Remarks
CONCRETE					
Yield	California Test 518	See test method	Concrete truck discharge chute; see Note 3	As necessary to assure accuracy of mix design; minimum 1 per each mix design; see Remarks	No deductions for cement content will be made based on the results of California Test 518
Compressive Strength	California Test 540, California Test 521	1 set of 2 cylinders, 6x12 in. or 1 set of 3 cylinders 4x8 in. for each test	Concrete truck discharge chute; see Note 3	Sample and test if concrete quality is questionable; minimum 1 per mix design; see Remarks	Minor concrete must have the strength described or 2,500 psi, whichever is greater; see <i>Standard Specifications</i> Section 90-1.02A
Air Content	California Test 504	See test method	Concrete truck discharge chute; see Note 3	Where air is specified for freeze-thaw resistance, a minimum of 1 every 100 cu yd	Where air is specified for freeze-thaw resistance, a minimum of 1 every 100 cu yd
CURING COMPOUND					
Curing Compound; must comply with <i>Standard Specifications</i> Section 90-1.03B(3)	ASTM C309	1-qt can	At time of use; see Note 1	1 every shipment; see Remarks	Each shipment must have certificate of compliance that includes: 1. Results for tests specified in Section 90-1.01D(6) of <i>Standard Specifications</i> 2. Certification that material was tested within 12 months before use

Notes:

1. Refer to California Test 125 for sampling procedures.
2. For initial testing, provide 100 lb of 1-1/2 in. x 3/4 in., 75 lb of 3/4 in. x No. 4, 75 lb of pea gravel, and 50 lb of sand. Use this material for California Test 202, 206, 207, 211, 213, 214, 217, 227 and 229.
3. Refer to California Test 539 for method of sampling fresh concrete.

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**Table 6-1.18. Materials Acceptance Sampling and Testing Requirements:
Miscellaneous Materials (1 of 4)**

Test	Test Method	Sample Size & Container Size	Sampling Location	Acceptance Test Frequency	Remarks
BARBED WIRE AND WIRE MESH FENCES (Section 80-2)					
Barbed Wire, various properties; must comply with <i>Standard Specifications</i> Section 80-2.02D	ASTM A121	1 yd length	Job site	As necessary for verification if quality is questionable	
BOLTS AND HARDWARE (Section 75)					
		2 samples each diameter		Each lot	Sample and test if not previously inspected at the source
CHAIN LINK FENCES (Section 80-3)					
Wire Mesh, various properties; must comply with <i>Standard Specifications</i> Section 80	ASTM A116, Class 1	2 ft width	Job site	Each lot for verification if quality is questionable; see Remarks	Certificate of compliance required for vinyl clad fencing
CONCRETE PIPE (Section 65)					
Compliance with specifications		Contact METS for instructions		Contact METS for instructions	Sample and test if not previously inspected at source
CONDUIT (Section 86-1.02B)					
Conduit, various properties; must comply with <i>Standard Specifications</i> Section 86-1.02B	See <i>Standard Specifications</i> Section 86-1.02B	2 ft. long from center of length, 2 samples each size	Job site	As necessary for verification if quality is questionable	
ELECTRICAL CONDUCTORS AND CABLES (Section 86-1.02F)					
Electrical Conductors and Cables, various properties; must comply with <i>Standard Specifications</i> Section 86-1.02F	See <i>Standard Specifications</i> Section 86	2 ft. long, include markings, 2 samples per gauge	Job site	Each lot for verification if quality is questionable	

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**Table 6-1.18. Materials Acceptance Sampling and Testing Requirements:
Miscellaneous Materials (2 of 4)**

Test	Test Method	Sample Size & Container Size	Sampling Location	Acceptance Test Frequency	Remarks
EXPANSION JOINT FILLER					
Compliance with specifications		6 in. long, full width of sheet		Each 1,000 sq ft not less than 2 per shipment	
GEOSYNTHETICS (Section 96)					
Various properties; must comply with <i>Standard Specifications</i> Section 96	See <i>Standard Specifications</i> Section 96	1 piece, 3 ft x full width of roll	Job site	Each lot for verification if quality is questionable. See Remarks	Certificate of compliance required for each lot; unroll at least 1 circumference before sampling
PAINT (Section 91)					
Paint, various properties; must comply with <i>Standard Specifications</i> Section 91	See <i>Standard Specifications</i> Section 91	For miscellaneous painting, 1 qt (see Section 6-2 of this manual)	Job site	Each batch; see Remarks	If less than 20 gallons, testing not required and resident engineer must field release. Zinc-rich primer must be on the Authorized Material List
PAVEMENT MARKERS (Section 81-3)					
Pavement Markers, various properties; must comply with <i>Standard Specifications</i> Section 81-3	See <i>Standard Specifications</i> Section 81-3	20 markers	Job site	As necessary for verification if quality is questionable; see Remarks	Each shipment must have certificate of compliance
PERMEABLE MATERIALS: (Section 68-2.02F)					
Durability Index	California Test 229	50 lb	Stockpile	Prior to use	
Sieve Analysis	California Test 202	50 lb	Stockpile	Prior to use, 1 every day	
PERMEABLE MATERIALS: Class 3 (Section 68-2.02F)					
Crushed Faces	California Test 205	50 lb	Stockpile	Prior to use	
PRESTRESSED TENDON GROUT (Section 50)					
Efflux time	California Test 541	One 6x12 in. cylinder mold can	From batch immediately after mixing for prequalification, thereafter from outlet end of tendon and/or storage tank	At the start of each day's work, and thereafter 1 test per each 5% of ducts; see Remarks	Repeat acceptance tests whenever source of material is changed

Exhibit A

**Table 6-1.18. Materials Acceptance Sampling and Testing Requirements:
Miscellaneous Materials (3 of 4)**

Test	Test Method	Sample Size & Container Size	Sampling Location	Acceptance Test Frequency	Remarks
RAISED BARS (PRECAST)					
Compliance with specifications		1 unit or full size bar		Each lot	Sample and test if not previously inspected at the source
REINFORCING STEEL (Section 52)					
Reinforcing Steel, various properties	See <i>Standard Specifications</i> Section 52	2 samples, 30 in., except 40 in. for No. 14 and No. 18	Job site	As necessary for verification if quality is questionable; see Remarks	Each shipment must be accompanied by a certificate of compliance
SLOPE PROTECTION (Section 72)					
Size	N/A		Quarry or stockpile	As required for acceptance; see Remarks	Adequate size of slope protection documented by measuring or weighing the material
Apparent Specific Gravity	California Test 206	75 lb	Quarry or stockpile	Prior to use	
Absorption	California Test 206				
Durability Index	California Test 229				
STEEL PRODUCTS					
		Contact METS for instructions		Contact METS for instructions	
STRUCTURAL STEEL AND MISCELLANEOUS METAL (Sections 55 & 75)					
		2 samples, 30-in., cut parallel to direction of rolling		Each heat or melt or 10 tons or fraction	Sample and test if not previously inspected at the source
STRUCTURAL STEEL COATINGS (Section 59)					
Paint, various properties; must comply with <i>Standard Specifications</i> Section 59	See <i>Standard Specifications</i> Section 59	For bridge or major structure, send an unopened 5-gal can	Job site	Each batch; see Remarks	Unused portion of 5-gal sample will be returned to job; see Section 6-2, "Acceptance of Manufactured or Fabricated Materials and Products," of this manual

Exhibit A

**Table 6-1.18. Materials Acceptance Sampling and Testing Requirements:
Miscellaneous Materials (4 of 4)**

Test	Test Method	Sample Size & Container Size	Sampling Location	Acceptance Test Frequency	Remarks
WATER-PROOFING MATERIALS (Section 54)					
Glass Fiber	ASTM D1668, Type 1	9 sq ft of asphalt saturated cotton fabric	Job site	1 sample from each lot	
Asphalt	ASTM D449	5 lb of asphalt	Job site	1 sample from each lot	
Primer	ASTM D41	1 qt of asphalt primer	Job site	1 sample from each lot	
WELDED WIRE REINFORCEMENT (Section 52-1.02C)					
Welded Wire Reinforcing Steel, must comply with <i>Standard Specifications</i> Section 52-1.02C	ASTM A 1064/A 1064M	9 sq ft	Job site	As necessary for verification if quality is questionable; see Remarks	Each shipment must be accompanied by a certificate of compliance

EXHIBIT B

Table 6-1.2. Time Required for Material Acceptance Tests

Material/Test	Total Business Days (from field sampling to test results report submittal to RE)
SOILS	
Gradation (CT 202)	4 to 7
Sand Equivalent (CT 217)	4 to 7
Relative Compaction (CT 231 / 216)	4 to 6
Plasticity Index ASTM D4318 (Reinforced Embankment)	6 to 11
pH ASTM D4972 (Reinforced Embankment)	5 to 7
Percentage Crushed Particles (Shoulder Backing – CT 205)	5 to 9
Durability Index (Shoulder Backing – CT 229)	5 to 9
R-value (Imported Borrow – CT 301)	7 to 10
SUBBASES AND BASES	
Relative Compaction (CT 231/CT 216)	4 to 6
Gradation (CT 202)	4 to 7
Sand Equivalent (CT 217)	4 to 7
R-value (CT 301)	7 to 10
Durability Index (CT 229)	5 to 9
Compressive Strength (CTB aggregate – CT 312)	Age +2
Compressive Strength (LCB–ASTM C39)	Age +2
Compressive Strength (LCB – rapid setting – CT 521)	Age +2
Modulus of Rupture (Concrete base – CT 523)	Age +2
Modulus of Rupture (Concrete base – CT 524)	Age +2
Percentage of Crushed Particles (CT 205)	5 to 9
Los Angeles Rattler (CT 211)	5 to 8
Cleanness Value (CT 227)	5 to 7
Film Stripping (CT 302)	5 to 11
Asphalt Content (ATPB – CT 382)	4 to 9
Soundness (CTPB – CT 214)	11 to 14
SEAL COATS	
Los Angeles Rattler (CT 211)	5 to 8
Percentage of Crushed Particles (CT 205)	5 to 9
Film Stripping (CT 302)	5 to 9
Gradation (CT 202)	5 to 11
Gradation (ASTM C136)	4 to 7
Cleanness Value (CT 227)	5 to 7
Durability Index (CT 229)	5 to 9
Sand Equivalent (CT 217)	4 to 7
Viscosity (AASHTO T 59)	6 to 19
Viscosity (ASTM D7741)	6 to 19
Viscosity (ASTM D445)	6 to 19
Flash Point (ASTM D92)	6 to 19

EXHIBIT B

Table 6-1.2. Time Required for Material Acceptance Tests

Material/Test	Total Business Days (from field sampling to test results report submittal to RE)
SEAL COATS (Cont.)	
Aromatics (ASTM D2007)	10 to 19
Cone Penetration (ASTM D217)	6 to 19
Resilience (ASTM D5329)	10 to 34
Settlement (AASHTO T 59)	6 to 19
Sieve Test (AASHTO T 59)	6 to 19
Demulsibility (AASHTO T 59)	6 to 19
Torsional Recovery (CT 332)	6 to 19
Penetration (AASHTO T 49)	6 to 19
Ring and Ball Softening Point Temp. (T 53)	6 to 19
Field Softening Point (ASTM D36)	6 to 19
Elastic Recovery (AASHTO T 301)	7 to 19
Ductility (AASHTO T 51)	7 to 19
BBR (AASHTO T 313)	8 to 12
HMA	
Gradation (AASHTO T 27)	4 to 7
Sand Equivalent (AASHTO T 176)	4 to 7
Los Angeles Rattler (AASHTO T 96)	5 to 8
Percent of Crushed Particles (Coarse) (AASHTO T 335)	5 to 9
Percent of Crushed Particles (Fine) (AASHTO T 335)	5 to 9
Flat and Elongated Particles (ASTM D4791)	5 to 8
Fine Aggregate Angularity (AASHTO T 304, Method A)	5 to 8
Asphalt Binder	
Flash Point (AASHTO T 48)	6 to 19
Solubility (AASHTO T 44)	6 to 19
Viscosity (AASHTO T 316)	6 to 19
Dynamic Shear – Original Phase (AASHTO T 315)	6 to 19
Dynamic Shear – RTFO Phase (AASHTO T 315)	7 to 19
Dynamic Shear – PAV Phase (AASHTO T 315)	8 to 19
RTFO Test (AASHTO T 240)	6 to 19
Ductility (AASHTO T 51)	6 to 19
Elastic Recovery (AASHTO T 301)	6 to 19
PAV (AASHTO R 28)	7 to 19
Creep and Stiffness (AASHTO T 313)	8 to 19
Binder Recovery (AASHTO T164 / ASTM D1856)	5 to 19
Binder Recovery (AASHTO R 59)	7 to 19

EXHIBIT B

Table 6-1.2. Time Required for Material Acceptance Tests

Material/Test	Total Business Days (from field sampling to test results report submittal to RE)
HMA (Cont.)	
Asphalt Rubber Binder	
Cone Penetration (ASTM D217)	7 to 19
Resilience (ASTM D5329)	7 to 19
Softening Point (ASTM D36)	6 to 19
Viscosity (ASTM D7741)	6 to 19
Asphalt Modifier Properties (ASTM D445, D92, D2007)	6 to 19
(CRM) properties (CT 208, CT 385, ASTM D297)	10 to 34
In-Place Hot Mix Asphalt	
Moisture Content (AASHTO T 329)	5 to 9
Asphalt Binder Content (AASHTO T 308, Method A)	5 to 9
Hamburg Wheel Track (AASHTO T 324 [Modified])	10 to 34
Bulk Specific Gravity (AASHTO T 275)	5 to 11
Maximum Theoretical Density (AASHTO T 209)	5 to 11
Field Softening Point (ASTM D36)	6 to 19
Elastic Recovery (AASHTO T 301)	7 to 19
Ductility (AASHTO T 51)	7 to 19
Beam Bending Rheometer (AASHTO T 313)	8 to 12
CONCRETE PAVEMENT	
Los Angeles Abrasion Testing (CT 211)	5 to 8
Cleanness Value (CT 227)	5 to 7
Gradation (CT 202)	4 to 7
Sand Equivalent (CT 217)	4 to 7
Modulus of Rupture (CT 523)	Age +2
Thickness (CT 531)	6 to 11
Dowel bar align & concrete consolidation	6 to 9
Tie bar align & concrete consolidation	6 to 9
Coefficient of Friction (CT 342)	11 to 14
Inertial Profiler (AASHTO R 56 & R 57)	12 to 16
CONCRETE STRUCTURES	
Los Angeles Abrasion Testing (CT 211)	5 to 8
Cleanness Value (CT 227)	5 to 7
Gradation (CT 202)	4 to 7
Sand Equivalent (CT 217)	4 to 7
Compressive Strength (CT 521)	Age +2
CONCRETE	
Gradation (CT 202)	4 to 7
Cement (Various)	38 to 64
Supplementary Cementitious Materials (Various)	38 to 64
Shrinkage (AASHTO T 160)	45 to 64

Notes:

1. Total Business Days is the time from field sampling to submitting written test report to RE and includes any required field and/or laboratory curing time (if applicable), time to prioritize samples, time for testing technician to calculate test results, laboratory manager to review test results and delivery to RE by email or hand delivery.

* Days to schedule lab for testing


Exhibit 16-Z2 Acceptance Testing Results Summary Log

Test Method Name: _____

Test Method Number: _____

Project Name: _____

Contract Number: _____

Test Number	Date Sampled	Name of Sampler or Tester		Production		Test Results			Remarks
		Tester Certification on file?		Location (Stations, depths, etc)	Production Quantity Represented	Required Result	Actual Result	Pass/Fail	
1			<input type="checkbox"/>						
2			<input type="checkbox"/>						
3			<input type="checkbox"/>						
4			<input type="checkbox"/>						
5			<input type="checkbox"/>						
6			<input type="checkbox"/>						
7			<input type="checkbox"/>						
8			<input type="checkbox"/>						
9			<input type="checkbox"/>						
10			<input type="checkbox"/>						
11			<input type="checkbox"/>						
12			<input type="checkbox"/>						
13			<input type="checkbox"/>						
14			<input type="checkbox"/>						
15			<input type="checkbox"/>						
16			<input type="checkbox"/>						
17			<input type="checkbox"/>						
18			<input type="checkbox"/>						
19			<input type="checkbox"/>						
20			<input type="checkbox"/>						
21			<input type="checkbox"/>						
22			<input type="checkbox"/>						
23			<input type="checkbox"/>						
24			<input type="checkbox"/>						
25			<input type="checkbox"/>						

STATEMENT OF QUALIFICATIONS



On-Call Materials Testing and
Geotechnical Engineering Services
RFQ-2025-0013

December 15, 2025, 2:00 PM

SUBMITTED TO:

Hiren Desai
RFQ Coordinator
Yolo County
Community Services Department
292 West Beamer Street
Woodland, CA 95695

SUBMITTED BY:

Geocon Consultants, Inc.
3160 Gold Valley Drive, Suite 800
Rancho Cordova, CA 95742
916.852.9118
www.geoconinc.com





EXHIBIT “A” - PROPOSAL TRANSMITTAL LETTER

December 15, 2025

Hiren Desai
RFQ Coordinator
Yolo County
Community Services Department
292 West Beamer Street
Woodland, CA 95695

Subject: STATEMENT OF QUALIFICATIONS FOR ON-CALL MATERIALS TESTING AND GEOTECHNICAL ENGINEERING SERVICES, RFQ-2025-0013

Dear Hiren,

Geocon is committed to forming a collaborative partnership with Yolo County Public Works Division, Community Services Department (the County) and dedicated to providing responsive service, innovation, technical expertise, and value-added on-call materials testing and geotechnical engineering services. Geocon has previously partnered with the County on more than 45 roadway rehabilitation and infrastructure improvement projects between 2008 and 2018. Our capabilities and expertise have grown significantly since 2018 and we are excited about the opportunity to engage with the County once again.

We are dedicated to providing the appropriate in-house resources to ensure that our services meet or exceed your expectations. Although the County may select more than one firm, we believe that our firm is the ONLY firm Yolo County needs for on-call materials testing and geotechnical engineering services over the next five years.

Jeremy Zorne, PE, GE, will be Geocon’s main point of contact for the County during the selection process and afterwards will serve as Contract Manager. Jenaro Gamez is our Field Operations Manager and will serve as our primary Project Manager. Jeremy is a Vice President of the company and authorized to commit the firm to the obligations of a contract. Jeremy’s contact information:

Jeremy Zorne, PE, GE, Principal/Contract Manager

Geocon Consultants, Inc., 3160 Gold Valley Drive, Suite 800, Rancho Cordova, CA 95742
P| 916.852.9118 F| 916.852.9132 M| 916.870.6888 E| zorne@geoconinc.com

For this contract, Geocon will be supported by the following trusted and qualified subcontractors:


Service	Firm
Exploratory Drilling and Sampling	V&W Drilling
	Taber Drilling
Traffic Control	AWP Safety
	Capitol Barricade
Specialized Laboratory Testing	Asphalt Pavement and Recycling Technologies, Inc.

We have no real or apparent conflicts of interest that would impact our ability to provide service under this contract.

Geocon has a longstanding reputation for availability, dependability, professionalism, and budget control, with an exemplary record of past performance with cities, counties, agencies, and state departments. We appreciate the opportunity of being considered for award of this contract, and we look forward to once again working with you.

Respectfully submitted,

GEOCON CONSULTANTS, INC.



Jeremy Zorne, PE, GE
Vice President / Senior Engineer



Jenaro Gamez
Field Operations Manager / Project Manager

EXHIBIT “B” - APPROACH TO WORK

Geocon is committed to reestablishing a collaborative partnership with Yolo County Public Works Division (the County) and to providing responsive service, innovation, technical expertise, and value-added on-call materials testing and geotechnical engineering services. We are a motivated, full-service team that offers the right balance of responsiveness, innovative solutions, and technical expertise required for this on-call contract.

FIRM OVERVIEW

Geocon is a California Corporation established in 1971 as a professional engineering consulting firm providing comprehensive geotechnical engineering, environmental consulting, materials testing and special inspection services. We employ over 350 technically strong and highly motivated engineers, geologists, environmental scientists, and technicians, located across 11 offices throughout California. Each office is supported by state-of-the-art geotechnical and materials testing laboratories, inventories of field equipment and instrumentation, comprehensive technical libraries, and advanced data-management systems. Geocon will provide services on this contract with staff located at our office in Rancho Cordova, with supplemental staff from our Rocklin, Stockton, and Livermore office, as needed.

EXPERIENCE WITH SIMILAR WORK

Geocon provided responsive on-call materials testing and geotechnical engineering services for Yolo County from 2008 through 2018. . Our capabilities and expertise have grown significantly since 2018, and we are excited about the opportunity to engage with the County once again. Geocon has a long history of qualifying for geotechnical engineering and materials testing prequalified lists and receiving on-call, as-needed, or indefinite quantity contract awards for private clients and public agencies. A partial list of current public agency contracts is below. Geocon has provided responsive engineering and environmental services through pre-qualified lists and on-call contracts for over 54 years. ***Under these contracts, Geocon has consistently demonstrated our ability to respond to standard and last-minute service requests, and has fast-tracked project schedules for small, medium, and large projects.*** Listed below are some of the agencies for which we are currently providing professional services.

- ✓ **Yuba County** – On-Call Quality Assurance Services
- ✓ **Placer County** – On-Call Geotechnical and Materials Testing Services
- ✓ **Placer County Water Agency** – On-Call Geotechnical and Materials Testing Services
- ✓ **Amador County Water Agency** – On-Call Geotechnical Engineering
- ✓ **Sacramento Suburban Water District** – On-Call Geotechnical, Environmental, Construction Observation, Materials Testing, and Special Inspection Services
- ✓ **El Dorado County** – On-Call Environmental and Geotechnical
- ✓ **El Dorado Irrigation District** – On-Call Geotechnical Engineering Services
- ✓ **City of Dixon** – On-Call Materials Testing
- ✓ **City of Sacramento, Parks and Recreation** – On-Call Geotechnical Engineering Services
- ✓ **City of Sacramento, Public Works** – On-Call Material Sampling and Testing Services
- ✓ **California Department of General Services** – On-Call Geotechnical Engineering Services, North and Central Regions
- ✓ **California Department of Parks and Recreation** – On-Call Geotechnical Engineering and Materials Testing Services, Statewide

Our Contract Manager, Jeremy Zorne, PE, GE, has personally managed all Yolo County Work Orders for Geocon from 2010 through 2018. Because of our familiarity and experience with Yolo County, we can immediately begin providing services for this contract with no learning curve and thus no effort lost on familiarizing ourselves with the County's standard operating procedures and requirements. We are committed to providing Yolo County with responsive and experienced professional staff to complete assigned tasks. During years from 2008 through 2018, we provided design and/or construction support services for more than 45 roadway rehabilitation and infrastructure improvement projects.

We have consistently demonstrated our ability to respond to last-minute service requests and fast-tracked project schedules, for both small and large County projects. Our dedication to the needs of Yolo County will continue under this contract.

GEOCON DIFFERENTIATORS

Geocon focuses on delivering the highest level of client service and quality in a cost-effective manner. Over the years, we have built a solid reputation for efficiently and practically addressing complex issues. Our management style is hands-on, with careful attention to detail, client communication, and client service. Our staff are available to provide services in a timely manner, and we have a proven ability to support multiple projects concurrently. Key differentiators include:

- **No unnecessary change orders.** Our commitment to client service begins with each proposal. Once a scope of work and fee have been developed and agreed upon, we do not issue change orders unless the scope or project schedule is significantly changed.
- **Cost-effective billing practices.** To help control costs and stay within budget, Geocon staff bill their time based on classification rather than title. For example, if a principal is collecting samples or performing field work, their time is billed at the appropriate field classification level rather than the principal rate.
- **Continuity of staff.** Geocon is committed to maintaining continuity of staff and key personnel and we enjoy a very low turnover rate. The average tenure for Geocon key personnel is well over 10 years. Site-specific knowledge, facility protocols, and established relationships are essential to effective project completion. The staff proposed for this contract will be available throughout the contract term to the maximum extent practicable.

In accordance with the County's general Scope of Work included in the Request for Qualifications (RFQ) and our previous experience with County projects, we anticipate providing the following services under this contract:

Task 1 – On-Call Quality Assurance (QA) Testing Services

- Collaborate and coordinate with County personnel and create project-specific testing programs to meet County and/or Federal Funding requirements.
- Review contractor material submittals and Requests for Information (RFI) documentation as requested by the County.
- Perform field and laboratory QA testing using appropriately qualified and certified personnel in accordance with Caltrans/ASTM test procedures methods to evaluate contractor's compliance with project specifications.
- Provide copies of Daily Field Reports and Laboratory Test Reports to the County by email or hand-delivery, within one day of test completion.

- Laboratory tests will begin by the same or next business day after samples are received. Tests will be performed by Geocon's laboratories which are certified by the Caltrans Independent Assurance program (IAP) by Caltrans IAP certified technicians. The few specialty tests for which Geocon is not certified will be performed by Pavement Engineering, Inc. or other qualified laboratory as approved by the County.
- Monthly summaries of tests performed will be submitted at the end of each month as requested by the County.
- Upon project completion, provide a summary of all tests and inspections performed.

Task 2 – On-call Pavement/Road Structure Evaluation

- Review available record documents, as-built plans, previous geotechnical information, and other information provided by the County.
- Observe and/or perform exploratory test pits or pavement cores to evaluate the existing pavement structural section and underlying subgrade conditions.
- Collaborate with the County to develop feasible, cost-effective pavement rehabilitation and/or replacement strategies that consider service life, performance, and available funding.
- Perform laboratory mix design programs for Full-Depth Recycling (FDR) and chemical stabilization, or other rehabilitation strategies.
- Prepare detailed design reports.

Task 3 – Other On-call Geotechnical Services

- Provide as-needed geotechnical engineering and technical services required to support the County in the development and construction of County road and bridge projects.
- Provide exploratory drilling and sampling, laboratory testing, engineering analysis for each specific project as requested.

Based on this general Scope of Work and our understanding of the County's needs, the following sections describe our experience with similar work, our technical expertise and innovations, our managerial approach to this type of work, and our team's ability to implement the proposed methods of approach to meet the objectives of the work.

CONTRACT SERVICE APPROACH

Geocon has extensive professional service contract experience. Based on our experience with providing on-call geotechnical services for Yolo County, the typical project delivery process is as follows:

- Geocon's Contract Manager receives project request from Yolo County personnel.
- Geocon's Contract Manager reviews project information and develops a project-specific scope of services and estimated fee.
- For materials testing projects, Geocon personnel collaborate with County Personnel and create project-specific testing programs to meet County and/or Federal Funding requirements.
- For pavement evaluation and/or rehabilitation projects, Geocon will review available project information and collaborate with the County to develop feasible, cost-effective pavement

rehabilitation and/or replacement strategies that consider service life, performance, and available funding.

- The proposed scope and fee are reviewed by Yolo County and a final scope and fee are negotiated.
- The Geocon team performs the authorized materials testing and/or geotechnical engineering professional services as requested by the County.
- Geocon submits draft reports for County review.
- Project deliverables (reports, plans, inspection reports, laboratory test results) are reviewed by Geocon's Contract Manager prior to final submittal to the County.

OVERCOMING CHALLENGES

Over the past 54 years, Geocon has learned a few lessons, one of which is that no matter how careful and diligent you are, mistakes will be made from time to time. While providing on-call QA materials testing services can be challenging, especially during the height of construction season, this is our business and we are responsible for the outcome. We recognize the extreme importance of timely distribution of laboratory and field test results to the County on their projects. On the rare occasion where there is an oversight, we take ownership of the situation and pursue immediate resolution of the issue and use the experience to improve our processes so that it does not happen again. Over the past seven years, we have made significant investments in new and additional laboratory and field testing equipment. We have expanded our in-house testing capabilities greatly. Our staff has grown by more than 50% and we now employ over 90 professionals and technical staff in Northern California. Geocon is committed to effective communication with the County to keep you informed of potential issues early on. For example, if conditions observed in the lab and field simply "do not look right", Geocon will notify the County's project manager immediately. We value the long term relationship we have with the County and are committed to proactive communication and early identification of potential problems.

EXHIBIT “C” - SPECIALIZED EXPERIENCE AND QUALIFICATIONS

The Geocon team has extensive experience providing materials testing and geotechnical engineering services for public agencies throughout California. The two common denominators in nearly all of our public agency projects are: (1) aging, debilitated infrastructure and (2) limited project funding/resources. As such, it is our duty to approach each project as efficiently and cost-effectively as possible.

Traditional pavement reconstruction is often more expensive, time-consuming, and disruptive than rehabilitation. Our team has extensive experience with various cost-effective pavement rehabilitation strategies such as full-depth reclamation, commonly referred to as FDR. Our team has performed several successful FDR projects with Yolo County and other agencies. Our team also has extensive experience with other pavement rehabilitation methods such as road base reclamation/stabilization, hot mix asphalt (HMA) overlays including rubberized asphalt, pavement interlayer fabrics, GlasGrid reinforcement, subgrade enhancement geotextiles, and chemical treatment.

In addition to roadway pavement design and rehabilitation, the Geocon team has extensive geotechnical experience with transportation structures including bridges, retaining walls, culverts, and other facilities. The Geocon team is experienced in the latest Caltrans design and construction guidelines and has performed geotechnical investigations for hundreds of transportation structures throughout the State, including many in Yolo County. The Geocon team has experience preparing preliminary and final Geotechnical Design Reports (GDR), Foundation Reports (FR), and Materials Reports (MR) in accordance with the latest Caltrans and/or AASHTO guidelines.

EXPERIENCE ON SIMILAR PROJECTS

Geocon’s responsive service, timely delivery, and innovative and practical solutions to complex problems have resulted in a substantial percentage of repeat-client work. Geocon is currently working with the following agencies on a wide variety of projects throughout Northern California. The five references listed below have expressed satisfaction with our work and will attest to the excellence of our services.

CITY OF SACRAMENTO, ON-CALL MATERIALS SAMPLING AND TESTING, SACRAMENTO, CALIFORNIA

Geocon is currently providing QA materials sampling and testing services for the City of Sacramento, Public Works Department under an on-call agreement. Since 2014, we have provided materials sampling and testing services on numerous task orders on projects throughout the City. Geocon provides the City with Caltrans-certified technicians and laboratory services to ensure that quality materials and workmanship are incorporated into the City's Public Works projects. Our technicians perform a variety of sampling and testing services related to soils, concrete, asphalt, seal coats, and other materials common to public works construction, including compaction testing of underground utilities and roadways. All services are conducted by certified materials technicians and testing is conducted in our fully accredited Rancho Cordova materials testing laboratory.



Transportation-Related Projects to date:

- McKinley Village C Street Improvements
- 28th Street Improvements
- Carlson Drive Improvements
- R Street Phase III Improvements
- Stockton & T Street
- 1725 33rd Street
- New Market Drive
- C Street Crossing Closure

- N. West Land Park (The Mill)
- Babcock Road School Access
- Grove/Eleanor Avenue Upsizing
- Gloria Avenue Sinkhole
- North 12th Street
- 6130 Lemon Hill
- Downtown Mobility
- Dixieanne Alleys
- Jibboom Street

Capital Improvement Projects to date:

- Freeport Boulevard Sewer Replacement
- St. Mary's Cemetery – 6700 21st Avenue
- Curtis Park Water Main
- Land Park Water Main & Phase 2
- S. Natomas and Hagginwood Water Improvements
- North West Land Park Phase 2
- Loaves and Fishes
- 6014 T Street
- 3rd and Broadway Urban Plaza
- McKinley Village
- L Street Sewer
- Downtown Plaza Hotel
- Shasta Park
- Glenbrook Park
- Redtail Hawk Park Shade Structure
- Valley Oak Dog Park
- Del Paso Regional Park
- Sundance Park Shade Structure
- Rosevelt Park Building Pad and Prefabricated Restroom
- Fort Natomas Shade Structure
- N. Natomas Regional Park Dog Relocation
- Sump 137 Reconstruction
- Roy Nielsen Park Shade Structure
- McClatchy Park Shade Structure
- Black Bird Park
- Ali Youseffi Park
- Mae Fong Park Bike Trail
- Ritchfield Park
- River Otter Park Basketball Court
- Barandas Dog Park Shade Umbrellas
- Roosevelt Park Baseball Renovations
- Winners Circle Park
- Cesar Chavez Park Restroom Remodel
- Natomas Multi Use Trail
- Garcia Park Court Renovation
- E.A. Fairbairn WTP – Lab Building Expansion
- McClatchy Park Baseball Field
- Pocket Road Sewer Improvement
- Sacramento Valley Station Platform Repair
- North 5th Street Sewer Repair
- PSAB Canopy Repair
- EVOG Phase II Trailer Canopy
- Center for Sacramento History
- Cannon-Scollan Landfill

Client/Owner: Kevin Love, Construction-Program Manager, City of Sacramento, 916.808.5592, KLove@cityofsacramento.org

Geocon Staff: Jeremy Zorne, Jenaro Gamez, Mark Repking, Bill Baumbach, Ray Moore, Brad Englund, Tim Massey, Charles Arroyo, Roman Sysko, Val Ramirez, Jake Albus, Daryl Kinder, Jonathan Hoover, Mitch Harris, Alec Vaio, Matthew Scott, Michael Goodwin, Ronald Loutzenhiser, Brenda Fernandez, Tyler Henderson, Victor Guardado, Jeremy Figueroa, Adrian Orozco, Evan Impens, Renner Young

Dates: 2014 – Present

Unique Challenges: Last-minute service requests. For materials testing and special inspection services, we understand that rapid response time and essentially immediate availability are key to maintaining construction schedules. Our materials testing and special inspection group is accustomed to aggressive project schedules and common last-minute requests. We are nimble and ready to respond to service the needs of our clients. Geocon's ability to accommodate last-minute service requests has helped the City maintain critical project schedules.

CITY OF RANCHO CORDOVA, MATERIALS TESTING AND INSPECTION SERVICES, RANCHO CORDOVA, CALIFORNIA

As part of a pre-qualified construction management team, Geocon has been providing Quality Assurance (QA) materials testing services for the City of Rancho Cordova, Department of Public Works continuously since 2012. To date, we have provided QA services on over 55 Task Orders for the City's roadway, streetscape, trails, landscaping, utility, and infrastructure projects. Certified materials testing technicians conduct all services and Geocon conducts testing in our multi-agency accredited Rancho Cordova materials testing laboratory. Our technicians provide QA testing, observation and inspection services in accordance with ASTM and Caltrans test procedures and the City's QAP. Projects for the City of Rancho Cordova include the following:



- Rancho Cordova 2012 Road Rehab
- Old Placerville Road
- North Mather Connector
- Sunrise Boulevard Improvements
- Sunrise Boulevard Sidewalk Improvements
- Anatolia Bike Trail
- International Femoyer Intersection Improvements
- Rancho Cordova 2016 Pavement Repair
- Gold Tailings Court Sinkhole
- Mercantile Drive Improvements
- RC Elementary School Sidewalk Replacement
- Douglas-Grant Line Intersection
- Folsom Blvd Fence Replacement
- ITS/MC Paving
- Justinian Drive Intersection Improvements
- 2017 Street Rehabilitation
- Prospect Park Microsurfacing
- Folsom Blvd ADL
- Mather Rails to Trails
- Stone Creek Pedestrian Crossing
- Rancho Cordova Parkway Ph II
- QAP Review
- NTMP Phase 5
- Rod Beaudry-Routier Bikeway
- Routier Station
- Chase Drive Corridor Project
- Cordova Park Safe Routes to School
- Sunrise Boulevard Improvements
- RC Peace Officer Memorial
- RC-02 Phase I
- Rancho Cordova Youth Center
- Kilgore International Settlement
- Kilgore-International Repair
- RC-02 Phase 2
- Cordova School Zones
- RC-04
- Sunrise Boulevard Phases 2 & 3
- Chase Drive Bike Trail
- 2023 ADA Sidewalk Phase 2
- RC-10
- Stormwater Pump Stations Improvement
- ARPA Street Lights
- HSIP Cycle 11 Road Safety Improvements
- Horn Road Boyd Station Drainage Channel
- Anatolia Surface Treatment
- Countryside Neighborhood Phase 2
- Rancho Cordova Pavement Coring
- Folsom Blvd AC Repair
- Douglas Road Bike Trail
- White Rock Road Safety Improvements
- Zinfandel Drive Improvements

Client/Owner Representative: Edgar Medina, Assistant Public Works Director, City of Rancho Cordova, Public Works Department, 916.851.8907, emedina@cityofranhocordova.org

Geocon Staff: Jeremy Zorne, Jenaro Gamez, Mark Repking, Bill Baumbach, Ray Moore, Brad Englund, Tim Massey, Charles Arroyo, Chris Merritt, Roman Sysko, Val Ramirez, Jake Albus, Daryl Kinder, Mitch Harris, Jonathan Hoover, Alec Vaio, Kody Weatherford, Greg DeFazio, Jesus Luna, Matthew Scott, Michael Goodwin, Chris Travers, Jeremy Figueroa, Adrian Orozco, Colby Barker, Evan Impens, Renner Young, Brenda Fernandez, Michael Watari, Sean Dixon, Tyler Henderson, Victor Guardado

Dates: 2012 – Present

Unique Challenges: Multiple inspection requests concurrently. Geocon technicians and inspectors are cross-trained and can provide testing, observation, and inspection services for multiple disciplines (i.e. soil, concrete, structural steel) during any one visit. Having cross-trained/multiple-certified technicians reduces the need for multiple technicians on any given day, reducing costs.

CITY OF DIXON, ON-CALL MATERIALS TESTING SERVICES, SOLANO COUNTY, CALIFORNIA

Geocon has provided on-call QA materials testing services for the City of Dixon continuously since 2015. Our first task under this contract was to provide QA testing and observation services during a roadway and utility infrastructure project, which included roadway, utility, and sidewalk, curb, and gutter improvements. Materials testing services have included roadway subgrade and utility trench backfill compaction testing services, concrete sampling and testing, and aggregate base (AB)/hot mix asphalt (HMA) field and laboratory testing.



Our projects for the City of Dixon include the following:

- Valley Glen Phase 2
- Dixon Core Area Drainage Project
- Valley Glen Pavement
- Dixon West A Street Rehabilitation
- Dixon 2014 Sidewalk Project
- Dixon 2014 Sewer Repair Project
- Hall Park Phase 3
- City Hall Parking Lot
- Northwest Park Parking Lot Paving
- Pedrick Road Paving
- 1160 Jacobs Drive
- Pond C Entrance
- Hall Park Improvements
- South Jefferson Street Improvements
- Dixon Safe Routes to School
- North 4th Street Sewer Main Rehabilitation
- Dixon 920 N Lincoln Waterline Repair
- Dixon Water Main Repair
- 249 E. Broadway Street
- Homestead Ph I Villages
- Pardi Market Plaza Ph I & 2
- Dixon RR Crossing
- 8555 Pedrick Road Improvements
- Highway 80 Dispensary
- Homestead Village Ph 3B Pavement
- Parkway Blvd. Western Embankment
- Dixon Fire Station 82
- Dixon Sommer Drive Waterline Repair
- 270 South Second Street
- West F Street Paving

Client/Owner: Leland Markusen, Construction Project Manager, City of Dixon, 707.678.7030 ext. 5312
lmarkusen@cityofdixon.us

Geocon Staff: Jeremy Zorne, Jenaro Gamez, Mark Repking, Bill Baumbach, Brad Englund, Tim Massey, Jake Albus, Daryl Kinder, Jonathan Hoover, Alec Vaio, Greg DeFazio, Matthew Scott, Jeremy Figueroa, Adrian Orozco, Evan Impens, Brenda Fernandez, Ronald Loutzenhiser, Sean Dixon, Tyler Henderson, Victor Guardado

Dates: 2015 - Present

Unique Challenges: Maintaining adequate testing frequencies on smaller projects with limited budgets. Geocon is accustomed to working on smaller projects and we provide our services efficiently. This allows for adequate testing while maintaining project budgets.

PLACER COUNTY WATER AGENCY (PCWA), ON-CALL GEOTECHNICAL ENGINEERING AND MATERIALS TESTING AND INSPECTION SERVICES, PLACER COUNTY, CALIFORNIA



Under an on-call contract, Geocon supplements PCWA's Engineering Division to provide geotechnical engineering, materials testing and inspection for asphalt, concrete, and soil. Since 2008, Geocon has continuously provided geotechnical, materials testing, and inspection services during design and construction on over 60 PCWA infrastructure projects such as pipelines, trunk lines, water mains, pump stations, recycled water facilities, hydroelectric facilities, water treatment facilities and storage tanks. Selected projects include Nichols Drive Bridge Repair, Interbay Outlet Works, Rocklin Main

Replacement Phase I, Covey Road Pipeline Replacement, Bowman WTP Phase 3 Improvement, Rockling Main Replacement Phase 2, Atla Loop Pipeline, Ginger Drive/Valley Pipeline, and 2nd Street Main Replacement.

Client/Owner: Kelly Shively, Manager of Engineering Services, Placer County Water Agency, 530.823.4883, kshively@pcwa.net

Geocon Staff: Jeremy Zorne, Jenaro Gamez, Ronald Loutzenhiser, Mark Repking, Alec Vaio, Alice Orton, Brad Englund, Brenda Fernandez, Daryl Kinder, Jake Albus, James Sweeney, Jeremy Figueroa, Jonathan Hoover, Lauren Herbert, Matthew Scott, Michael Goodwin, Mitch Harris, Roman Sysko, Sean Dixon, Tim Massey, Tyler Henderson, Val Ramirez, Victor Guardado, Bill Baumbach

Dates: 2008 – Present

Unique Challenges: Servicing projects in remote, mountainous locations. This has required special sampling and testing protocols as well as ingenuity on behalf of the field technician.

CITY OF SACRAMENTO PARKS AND RECREATION AND PUBLIC WORKS, GEOTECHNICAL ENGINEERING MATERIALS TESTING AND INSPECTION SERVICES, SACRAMENTO, CALIFORNIA

Geocon provides on-call geotechnical engineering and materials sampling and testing services for the City of Sacramento, Parks and Recreation Department and Public Works. Since 2016, we have provided geotechnical engineering and materials sampling and testing services. Project types have included roadway rehabilitations, infrastructure projects, major public buildings (Sacramento Convention Center), park improvements (walkways, improvements, stage areas, restroom improvements, shade structures, and landscape improvements). Geocon has provided materials testing and special inspection for soil, concrete, high strength bolt testing, and field welding for fabric shade canopy structures, subgrade inspections for concrete wall footings, inspections of footing rebar installation, and special Inspections as required by the engineer. All services are conducted by certified materials technicians and inspectors, and testing was conducted in our fully accredited Rancho Cordova materials testing laboratory.



Client/Owner: Dennis Day, Senior Landscape Architect, City of Sacramento Parks and Recreation, 916.808.7633, dday@cityofsacramento.org

Geocon Staff: Jeremy Zorne, Jenaro Gamez, Ronald Loutzenhiser, Mark Repking, Alec Vaio, Brad Englund, Brenda Fernandez, Charles Arroyo, Daryl Kinder, Jake Albus, Jeremy Figueroa, Jonathan Hoover, Mitch Harris, Sean Dixon, Tim Massey, Tyler Henderson, Victor Guardado, Bill Baumbach, Evan Impens, James Sweeney, Jesus Luna, Lauren Herbert, Matthew Scott, Michael Watari, Ray Moore, Roman Sysko

Dates: 2016 – Present

STAFF QUALIFICATIONS, AVAILABILITY, AND RESOURCES

Geocon employs over 90 professional and technical staff in Northern California, which enables us to respond quickly to client needs and to multiple project demands. Our current and anticipated workload is such that our experienced project team assigned to the contract will be able to provide services when needed. **Geocon’s current workload and availability of team members selected for this contract will consistent dedication to the County for the duration of the contract.** We have a reputation for responsive service and possess the staff and resources needed to fulfill the needs of the County to complete projects on time and within budget. **None of our proposed team members are solely committed to long-term projects that would preclude their active participation in any project under this contract.** For larger QA materials testing projects, Geocon may reach out to the approved laboratory subcontractor firms on our team for additional assistance, especially during the height of construction season. In short, we are committed to providing on-time services at all times.

We are proud of our commitment to our projects as well as our track record of satisfying our Clients’ needs. Our goal is to provide “hyper-responsive” services as if this contract is our only contract. This is possible through the flexibility and dedication of each Geocon team member. When multiple concurrent project demands arise, the Geocon team will rise to the occasion by coordinating logistics and performing the required tasks. We look forward to continuing to demonstrate our commitment to responsive, quality service for the County.

The qualifications of key professional staff, including their education, registrations, and years of experience in geotechnical engineering and materials testing, are summarized in the accompanying resumes and organizational chart.

EXHIBIT “D” - PROJECT TEAM

We have assembled a highly experienced, specialized team to serve the needs of Yolo County. Our team has extensive experience in the evaluation, design, and construction of roads and highways throughout California. We do not anticipate any issues with having our team consistently available for the duration of this contract. Key staff are anticipated to devote approximately 20–30% of their professional time to Yolo County assignments over the life of the contract, with flexibility to increase this commitment during peak workload periods.

We have provided a table below indicating our proposed team, their role on the contract, and their education and professional registration information.

Key Staff		
Name/Title	Education	Certifications / Training
Jeremy Zorne, PE, GE Principal/Contract Manager	MS, Civil Engineering BS, Civil Engineering	PE: 60936, GE: 2636
Jenaro Gamez, ICC, ACI Field Operations Manager	BS, Geology	ICC: 10368752 (Reinforced Concrete); ACI: 01533441; Caltrans; Nuclear Gauge
Kody Weatherford, ACI Materials Technician	Humanities & Social Sciences, UC Riverside	ACI: 01402157; Caltrans; ASTM; Nuclear Gauge
Alec Vaio, ACI Materials Technician	BS, Civil Engineering	ACI: 02189456; Caltrans; Nuclear Gauge
Bill Baumbach, ICC, CWI, DSA, ACI Special Inspector	BS, Business	AWS-CWI: 13120651; PTI: 01035740; ICC: 5243002 (Pre-Stressed Concrete, Reinforced Concrete, Structural Steel & Bolting, Structural Welding, Structural Masonry, Spray Applied Fireproofing); DSA: Masonry, No. 5914; Shotcrete No. 6223; ACI: 01035740
Ray Moore, ICC, ACI, DSA Special Inspector	High School Diploma	ICC: 52681937 (Reinforced Concrete, Structural Steel & Bolting, Structural Welding, Structural Masonry, Structural Steel & Welding); ACI: 01060953; DSA: Shotcrete, No. 6522
Ronald Loutzenhiser, PE, GE Senior Geotechnical Engineer	BS, Civil Engineering	PE: 64089, GE: 2865
Tom DeSimone, PG, CEG Senior Engineering Geologist	BS, Geology	PG: 9067, CEG: 2715
Mark Repking, PG Laboratory Manager	BS, Geological Sciences	PG: 8569, ACI: 01157617, Caltrans
Technical Support Staff		
Brad Englund, ICC, ACI Special Inspector	High School Diploma	ICC: 5223562 (Reinforced Concrete, Structural Masonry); ACI: 01022751
Tim Massey, CWI, NDT Special Inspector	Welding Technology, Cabot College Contra Costa College, Level II UT, RT, MT & PT	AWS-CWI: 00030431; NDT
Charles Arroyo, ICC, CWI Special Inspector	AWS-CWI, Hobart Institute of Welding	AWS-CWI: 13121351; ICC: 5317713 (Structural Steel & Bolting, Structural Welding, Structural Masonry, Spray Applied Fireproofing)

Val Ramirez, ICC, ACI Materials Technician	AA, Psychology AA, Social Sciences	ICC: 10366108 (Soils); ACI: 2273400; Caltrans, Nuclear Gauge
Roman Sysko, EIT, ICC, ACI Materials Technician	BS, Civil Engineering	EIT: 131829; ICC: 10370436 (Sprayed Applied Fireproofing, Soils); ACI: 02268953; Caltrans; Nuclear Gauge
Chris Merritt, PG, ICC, ACI Project Geologist/Special Inspector	BS, Geology	PG: 7156; ACI: 01031463; ICC: 8340673 (Reinforced Concrete, Structural Masonry); OSHA: 40-hr HAZWOPER, Supervisor Training
Joseph Cabanas, ICC, ACI Materials Technician	AA, Architectural/Civil Design Drafting	ICC: 10280106 (Structural Masonry, Soils); ACI: 2246484; Caltrans, Nuclear Gauge
Jacob Albus, ACI Materials Technician	High School Diploma	ACI: 01402198; Caltrans; Nuclear Gauge
Daryl Kinder, ACI Materials Technician	BA, Business	ACI: 01177676; Nuclear Gauge
Mitch Harris, ACI Materials Technician	BA, Geology	ACI: 02169350; Caltrans; Nuclear Gauge
Jonathan Hoover, ACI Materials Technician	High School Diploma	ACI: 02058897; Caltrans; Nuclear Gauge
Matthew Scott, ACI Materials Technician	Marketing, Folsom Lake College	ACI: 02273374; Caltrans; Nuclear Gauge
Greg DeFazio, ACI Materials Technician	High School Diploma	ACI: 02197455; Caltrans; Nuclear Gauge
Luis Coronel, ACI Materials Technician	High School Diploma	ACI: 02315295; Nuclear Gauge
Chris Travers, ACI Materials Technician	MS, Geology BS, Geophysics	ACI: 02339384; Nuclear Gauge
Michael Goodwin Materials Technician	High School Diploma	Caltrans; Nuclear Gauge
Tyrus Ambrose Materials Technician	BS, Career and Technical Education	Nuclear Gauge
Jesus Luna Materials Technician	BS, Kinesiology	Nuclear Gauge
Michael Watari, PE, GE Senior Geotechnical Engineer	MS, Civil Engineering BS, Civil Engineering	PE: 57722, GE: 2675
Sean Dixon, PG Senior Project Geologist	BS, Geology	PG: 9169
Joey Ybarra, PG Senior Project Geologist	BS, Geology	PG: 9823
Alice Orton, PG Project Geologist	MS, Geology BS, Geology	PG: 9544
Lauren Short, PG Project Hydrogeologist	MS, Geology BS, Business Administration	PG: 9774, OSHA 40-hour
Victor Guardado, PE Project Engineer	BS, Civil Engineering	PE: 92910
Erik Tobin Project Hydrogeologist	MS, Engineering BS, Engineering	
Brenda Fernandez, EIT Senior Staff Engineer	BS, Civil Engineering	EIT: 158337
Lauren Herbert, EIT, GIT Senior Staff Engineer/Geologist	MS, Geological Engineering BS, Geological Environmental Science	EIT: 179145, GIT: 1675

Tyler Henderson, GIT Senior Staff Geologist	BS, Geology	GIT: 1069
James Sweeney, EIT Senior Staff Engineer	BS, Civil Engineer	EIT: 175353
Jesus Larios Lopez, EIT Senior Staff Engineer	BS, Civil Engineer	EIT: 163831
Kathlyn Ortega, GIT Staff Geologist	MS, Geology BA, Geological & Environmental Sciences	GIT: 1860, OSHA 40-hour
Michael Rojas Staff Geologist	BS, Geology	OSHA 40-hour
Jeremy Figueroa, ACI Laboratory Technician	High School Diploma	ACI: 01629349; Caltrans
Evan Impens Laboratory Technician	BA, Communications	
Colby Barker Laboratory Technician	Association of Science, Sierra College	Nuclear Gauge
Adrian Orozco Laboratory Technician	High School Diploma	
Renner Young Laboratory Technician	Electrical Basics & National Electrical Code, Cabrillo College	

Geocon has provided an organization chart that illustrates the clear communication channels between the County, our contract manager, professional and technical staff, field technicians, and subcontractors.

PRIOR COLLABORATION OF KEY TEAM MEMBERS

The proposed key team members have worked together extensively on on-call QA and geotechnical contracts, including **Yuba County On-Call Quality Assurance Services**, **City of Rancho Cordova Materials Testing and Inspection Services**, **City of Sacramento On-Call Materials Sampling and Testing**, and **City of Dixon On-Call Materials Testing Services**. On these contracts, Mr. Zorne, Mr. Gamez, Mr. Repking, Mr. Weatherford, Mr. Vaio, Mr. Baumbach, Mr. Moore, and Mr. Loutzenhiser have collaborated on roadway rehabilitation, utility, and infrastructure projects with similar scope, schedule, and QA/QC requirements to the projects anticipated under this Yolo County contract.

KEY STAFF RESUMES**Years of Experience**

- 28 Years (28 Years with Geocon)

Education

- MS, Civil Engineering (Geotechnical), California State University, Sacramento (2003)
- BS, Civil Engineering, California State University, Sacramento (1997)

Registrations

- CA: Geotechnical Engineer, No. 2636 (2004)
- CA: Professional Engineer, Civil, No. 60936 (2000)

Location

- Rancho Cordova, CA

JEREMY ZORNE, PE, GE – PRINCIPAL GEOTECHNICAL ENGINEER/CONTRACT MANAGER

Mr. Zorne has over 28 years of experience conducting and managing geotechnical and materials testing projects throughout California. His diverse project experience includes transportation infrastructure (roadways, bridges, and retaining walls), public buildings, parks and recreation facilities, water/wastewater treatment and distribution facilities, educational facilities, commercial/industrial development, and residential developments. He is responsible for the coordination of geotechnical field investigations, client communications, design team interactions, geotechnical engineering design and report preparation. Mr. Zorne is known for responsive service and dedicated to providing cost-effective, practical solutions for difficult geotechnical challenges.

YUBA COUNTY, ON-CALL QUALITY ASSURANCE SERVICES, YUBA COUNTY, CALIFORNIA

In early 2024, Geocon was awarded a contract with Yuba County for On-Call Quality Assurance Services. We have been providing quality assurance services for materials sampling, testing, and inspections for various projects in Yuba County. The projects will be constructed using federal, state, and local funds. Projects include Garden Avenue SR2S, Plumas Lake Bike Path, Skyway Drive, Garden Avenue SRTS, and Cedar Lane Safe Routes to School. Mr. Zorne is the project principal/contract manager.

CITY OF RANCHO CORDOVA, MATERIALS TESTING AND INSPECTION SERVICES, RANCHO CORDOVA, CALIFORNIA

As part of a pre-qualified construction management team, Geocon is providing quality assurance materials sampling and testing services for the City of Rancho Cordova, Department of Public Works. Since 2012, Geocon has worked on over 55 task orders for the City's roadway, streetscape, trails, landscaping, utility, and infrastructure projects. Certified materials testing technicians conduct all field services and we conduct testing in our multi-agency accredited Rancho Cordova materials testing laboratory where Mr. Zorne is the contract manager.

CITY OF SACRAMENTO, ON-CALL MATERIALS SAMPLING AND TESTING, SACRAMENTO, CALIFORNIA

Mr. Zorne is the current contract manager for on-call materials sampling and testing services for the City of Sacramento, Public Works Department. We have provided materials sampling and testing services for the 3rd and Broadway Urban Plaza, Land Park Water Main, and McKinley Village projects. All services were conducted by certified materials technicians and testing was conducted in our fully accredited Rancho Cordova materials testing laboratory.

CITY OF DIXON, ON-CALL MATERIALS TESTING SERVICES, DIXON, CALIFORNIA

Mr. Zorne is the contract manager for this contract, providing on-call Quality Assurance (QA) materials testing services to the City of Dixon. Our first task under this contract was to provide QA testing and observation services during the Valley Glen Offsite roadway and utility infrastructure project. The project consists of roadway, utility, sidewalk, curb, and gutter improvements along West Cherry Street. Other projects under this contract include the Downtown Core Drainage Area improvement project and the Heritage Commons offsite improvements. Materials testing services include roadway subgrade and utility trench backfill compaction testing services, concrete sampling and testing, and aggregate base (AB)/hot mix asphalt (HMA) field and laboratory testing.

Years of Experience

- 8 Years (4 Years with Geocon)

Education

- BS, Geology, California State University, Sacramento (2017)

Certifications

- ACI Concrete Field Testing Technician 1, No. 01533441
- ICC Reinforced Concrete Special Inspector, No. 10368752
- Caltrans: 125 AGG, 125 GEN, 125 HMA, 231, 375
- Nuclear Gauge Safety
- Radiation Safety Officer

Location

- Rancho Cordova, CA

JENARO GAMEZ, ACI, ICC – FIELD OPERATIONS MANAGER

Mr. Gamez oversees the day-to-day operations of Geocon’s materials testing and special inspection field group. He has eight years of experience conducting materials testing and performing stormwater, groundwater, and soil sampling. Mr. Gamez manages field testing and inspection equipment and provides senior-level technical support in the field. He has also performed soil compaction tests and concrete-related quality control for various projects throughout Northern California.

YUBA COUNTY, ON-CALL QUALITY ASSURANCE SERVICES, YUBA COUNTY, CALIFORNIA

In early 2024, Geocon was awarded a contract with Yuba County for On-Call Quality Assurance Services. We have been providing quality assurance services for materials sampling, testing, and inspections for various projects in Yuba County. The projects will be constructed using federal, state, and local funds. Projects include Garden Avenue SR2S, Plumas Lake Bike Path, Skyway Drive, Garden Avenue SRTS, and Cedar Lane Safe Routes to School. Mr. Gamez is the senior materials technician.

CITY OF RANCHO CORDOVA, MATERIALS TESTING AND INSPECTION SERVICES, RANCHO CORDOVA, CALIFORNIA

As part of a pre-qualified construction management team, Mr. Gamez provides quality assurance (QA) materials sampling and testing services

for the City of Rancho Cordova, Department of Public Works. Since 2012, Geocon has worked on over 55 task orders for the City’s roadway, streetscape, trail, landscaping, utility, and infrastructure projects. Certified materials testing technicians conduct all field services, and testing is performed in our multi-agency accredited Rancho Cordova materials testing laboratory. Mr. Gamez has provided QA testing, observation, and inspection services for the RC-02 Phase I, Rancho Cordova Youth Center, RC-04, Sunrise Boulevard Rehabilitation Phase 2, and Chase Drive Bike Trail projects.

CITY OF SACRAMENTO, ON-CALL MATERIALS SAMPLING AND TESTING, SACRAMENTO, CALIFORNIA - Mr. Gamez has provided on-call materials sampling and testing services for the City of Sacramento, Public Works Department. Under this contract, he has supported various projects, including North 12th Street Base Repairs, North 12th Street Base General, and North 5th Street Sewer Improvements. All services were performed by certified materials technicians, with testing conducted in our fully accredited Rancho Cordova materials testing laboratory.

GIBSON ROAD IMPROVEMENTS, WOODLAND, CALIFORNIA - Mr. Gamez provided materials testing services for the Gibson Road Improvement project. The project consists of reconstructing approximately 10,600 linear feet of Gibson Road between East Street and County Road 98. The project improvements included installation of bicycle lanes, sidewalk, pavement rehabilitation, ADA corner improvements, install a Rectangular Rapid Flashing Beacon (RRFB) pedestrian system at California Street, minor storm drain improvements, traffic signal improvements, and restriping the roadway with narrower travel lanes, buffered bike lanes, and green Methyl-Methacrylate (MMA) system. The pavement rehabilitation consisted of full-depth reclamation with cement (FDR-C), a process which pulverizes and blends the existing pavement section materials with subgrade soil and Portland cement. The compacted and cured cement-treated layer then receives a hot mix asphalt (HMA) overlay. Geocon provided Quality Assurance Materials Testing Services on behalf of the City.

Years of Experience

- 8 Years (1 Year with Geocon)

Education

- College of Humanities and Social Sciences (European World History), University of California, Riverside

Certifications

- ACI: Concrete Strength Testing Technician; Aggregate Testing Technician – Level 1; Concrete Field Testing Technician – Grade 1; Concrete Laboratory Testing Technician – Level 1, No. 01402157
- Caltrans: 105, 125 AGG, 125 HMA, 201, 202, 204, 205, 206, 207, 216, 217, 226, 227, 229, 231, 235, 306, 309, 370, 375, 504, 518, 521.1, 521.2, 523.1, 533, 539, 540, 543, 556, 557, AASHTO: T11, T27, R47, R76, T85, T166, T176, T209, T255, T269, T275, T308, T329, T335, ASTM: D4791
- ASTM: Soil Laboratory Technician
- Nuclear Gauge

Location

- Rancho Cordova, CA

KODY WEATHERFORD, ACI – MATERIALS TECHNICIAN

Mr. Weatherford has eight years of experience conducting materials testing and special inspection experience in Northern California. He is knowledgeable in various Caltrans and ASTM construction quality assurance test methods dealing with a wide range of materials including soil, asphalt, steel, and concrete.

PLACER COUNTY HEALTH AND HUMAN SERVICES (HHS) BUILDING, AUBURN, CALIFORNIA - Geocon conducted a geotechnical report update and is providing geotechnical engineering, materials testing, and special inspection services for the Placer County HHS Building, a new two-story, 75,000-square-foot design-build facility at the Placer County Government Center in Auburn. The project includes office space, asphalt and concrete drives and parking areas, pedestrian improvements, underground utilities, site retaining walls, and bioretention basins. Our scope of work encompasses soils sampling and laboratory testing, trench backfill and subgrade observation, compaction and aggregate base testing, concrete inspection and compressive strength testing, shotcrete inspection and coring, testing of post-installed anchors, structural steel material identification and welding inspection, and shear wall nailing and anchorage inspection. In addition, Mr. Weatherford performed wood inspections, testing and observation of subgrade, base, and asphalt concrete, as well as observation of the concrete grout pour.

FRUITRIDGE COMMUNITY CENTER AND PARK RESTORATION, SACRAMENTO, CALIFORNIA

Geocon provided geotechnical engineering, materials testing, and special inspection services in support of the Fruitridge Community Center and Park Restoration project located at Fruitridge Road and Mendocino Boulevard in Sacramento. The project included major improvements such as a new north parking lot, repaving of the south parking lot, construction of several shade structures, and replacement of the swimming pool deck. Geocon prepared a geotechnical report update

addressing these project elements, including pavement and pool deck evaluations based on pavement and concrete coring, soil sampling, and laboratory testing. During construction, Geocon delivered field observation and quality assurance services encompassing soils testing, aggregate base placement, concrete sampling and compressive strength testing, cast-in-drilled-hole (CIDH) pier inspection, and structural steel shop fabrication, welding, and bolting inspections. Mr. Weatherford conducted testing and observation of subgrade, base, and asphalt concrete, as well as observation of the concrete grout pour.

ESPLANADE AT MADEIRA RANCH LODGE, ELK GROVE, CALIFORNIA - Geocon is providing geotechnical testing and observation, materials testing, and special inspection services during construction of the proposed Esplanade at Madeira Ranch Lodge, a community clubhouse facility located in Unit 2 of the Souza Dairy subdivision in Elk Grove. As the Geotechnical Engineer of Record, Geocon has prepared the foundational geotechnical investigation and brings extensive project familiarity through prior work on Units 1–4, as well as ongoing services for adjacent infrastructure. This scope includes support for site preparation, engineered fill placement, utility trench backfill, slab-on-grade and pavement construction, and inspection of structural components such as foundations, pool, spa, and associated amenity structures. Mr. Weatherford provided testing and observation of the subgrade, base, and asphalt concrete (AC).

Years of Experience

- 4 Years (4 Years with Geocon)

Education

- BS, Civil Engineering, Arizona State University, Tempe, AZ (2022)

Certifications

- ACI Concrete Field Testing Technician – Grade 1, No. 02189456
- Caltrans: 125 AGG, 125 GEN, 125 HMA, 231, 375, 504, 518, 523.1, 539, 540, 543, 556, 557
- Nuclear Gauge Safety & HAZMAT

Location

- Rancho Cordova, CA

ALEC VAIO, ACI – MATERIALS TECHNICIAN

Mr. Vaio has four years of experience performing soil testing for residential and commercial developments, transportation infrastructure, water infrastructure and facilities, and levees located throughout California.

YUBA COUNTY, ON-CALL QUALITY ASSURANCE SERVICES, YUBA COUNTY, CALIFORNIA - In early 2024, Geocon was awarded a three year contract with Yuba County for On-Call Quality Assurance Services. We have been providing quality assurance services for materials sampling, testing, and inspections for various projects in Yuba County. The projects will be constructed using federal, state, and local funds. Projects include Garden Avenue SR2S, Plumas Lake Bike Path, Skyway Drive, Garden Avenue SRTS, and Cedar Lane Safe Routes to School. Mr. Vaio is conducting materials testing.

NATOMAS PACIFIC PATHWAYS PREP (NP3) ELEMENTARY SCHOOL, SACRAMENTO, CALIFORNIA

Geocon provided geotechnical testing and observation, materials testing, and special inspection services for the new Natomas Pacific Pathways Prep (NP3) Elementary School project located at 3800 Del Paso

Road in Sacramento. The project will be split into two increments and consists of constructing two new buildings: a single story administration building (5,764-square-foot footprint) and a two-story classroom building (32,900-square-foot footprint). Increment 1 focused on the sitework including preparation of the building pads and student drop off area. Associated improvements with Increment 1 included site grading, soil stabilization (lime treatment), underground utility infrastructure, landscaping, concrete masonry unit (CMU) wall construction of the electrical yard, paved parking and driveways, and concrete flatwork. Mr. Vaio conducted compaction testing.

COSUMNES COMMUNITY SERVICE DISTRICT, CORE RECREATION CENTER, ELK GROVE, CALIFORNIA

Geocon assumed the role of Geotechnical Engineer of Record for this project and subsequently performed geotechnical testing and observation, and special inspection services for construction of a new \$31.5M recreation center in Elk Grove. The two-story building steel framed is supported on conventional shallow foundations with an interior concrete slab-on-grade. Other improvements include concrete masonry unit (CMU) interior partition walls, underground utility infrastructure, a steel-framed trash enclosure, concrete flatwork, landscaping, paved parking and paved driveways. Mr. Vaio performed observation of concrete placement and soil compaction testing.

KNIGHTS LANDING COMMUNITY PARK, KNIGHTS LANDING, CALIFORNIA

This project involved a comprehensive renovation of the existing Knights Landing Community Park to improve community access, amenities, and recreational offerings. The project included new vehicular entrances, a parking lot, retrofitting the existing restroom and utility buildings with new foundations, and transforming an existing structure into a large-group picnic shade area. Geocon was retained to provide geotechnical testing, materials testing, and special inspection services during construction to ensure conformance with the plans and specifications. Services included compaction testing, utility trench backfill observation, concrete and masonry inspection, and structural evaluation of post-installed anchors and embedded items. Mr. Vaio performed soil compaction testing and observation of concrete placement for this project.

Years of Experience

- 19 Years (9 Years with Geocon)

Education

- BS, Business, California State University, Sacramento (1979)

Certifications

- AWS: Certified Welding Inspector, No. 13120651
- PTI: Level 2 Post Tensioning, No. 01035740
- ACI: Concrete Field-Testing Technician, Grade 1, No. 01035740
- ICC: Reinforced Concrete, Structural Masonry, Structural Welding, Prestressed Concrete, Structural Steel & Bolting, Spray-applied Fireproofing, No. 5243002
- DSA: Masonry Inspector, No. 5914; Shotcrete No. 6223

Location

- Rancho Cordova, CA

WILLIAM BAUMBACH, CWI, ICC, PTI, ACI, DSA - SPECIAL INSPECTOR

Mr. Baumbach has 19 years of materials testing and special inspection experience in Northern California. Mr. Baumbach is a Caltrans-certified field tester with extensive experience in Caltrans test methods and procedures. He has provided welding and inspection services for municipalities, transportation agencies, state agencies, school districts, and commercial and residential developments. Mr. Baumbach is an AWS-Certified Welding Inspector and holds multiple ICC certifications including reinforced concrete, prestressed concrete, structural masonry, structural steel and bolting, structural welding, spray-applied fireproofing, and Post-Tensioning Institute (PTI) Level 2 post tensioning.

CITY OF SACRAMENTO, DEPARTMENT OF PARKS AND RECREATION, ON-CALL GEOTECHNICAL ENGINEERING, MATERIALS TESTING AND INSPECTION SERVICES, SACRAMENTO, CALIFORNIA

Geocon provides on-call geotechnical engineering and materials sampling and testing services for the City of Sacramento, Parks and Recreation Department's public parks and trails. Since 2016, we have provided materials sampling and testing services. Project elements have included walkway improvements, stage areas, restroom improvements, shade structures, and landscape improvements. Mr. Baumbach serves as special inspector for the on-call materials sampling and testing services for the City of Sacramento, Parks and Recreation Department's public parks and trails. Mr. Baumbach provided special inspection for high strength bolt testing, field welding for fabric shade canopy structures, subgrade inspections for concrete wall footings, inspections of footing rebar installation, and special Inspections as required by the

engineer.

SACRAMENTO SUBURBAN WATER DISTRICT, ON-CALL GEOTECHNICAL ENGINEERING AND MATERIALS TESTING AND SPECIAL INSPECTIONS SERVICES, SACRAMENTO, CALIFORNIA

Mr. Baumbach provided materials testing and special inspections for the SSWD. Geocon began working with the SSWD in 2017 and in early 2018 was awarded an as-needed contract to provide geotechnical engineering and construction materials testing and special inspection services. Mr. Baumbach provided materials testing and special inspections for the Sacramento Suburban Water District under an on-call agreement. Under this agreement, our firm performed geotechnical testing and observation and materials testing and special inspections during construction of the Well N6A Palm Pump Station and Treatment Plant, which consisted of the construction of a 22-ft diameter by 16-ft-tall, bolted steel water tank supported on a concrete ring foundation. Mr. Baumbach performed observation of masonry placement and masonry and rebar inspection of footings.

CITY OF ELK GROVE, ON-CALL CONSTRUCTION MANAGEMENT SERVICES, ELK GROVE, CALIFORNIA

As part of a construction management team, Geocon is providing geotechnical engineering, quality assurance materials sampling, and testing services for the City of Elk Grove. Certified materials testing technicians conduct all services and we conduct testing in our multi-agency accredited Rancho Cordova materials testing laboratory. Our technicians provide QA testing, observation, and inspection services in accordance with ASTM and Caltrans test procedures and the City's Quality Assurance Program. Mr. Baumbach is the materials technician and inspector.

Years of Experience

- 22 Years (1 Year with Geocon)

Education

- High School Diploma, Bella Vista High School, Fair Oaks, California

Certifications

- ACI: Concrete Field Testing Technician Grade 1, No. 01060953
- ICC: Reinforced Concrete, Structural Masonry, Structural Steel & Welding, Structural Steel and Bolting, No. 5269137
- DSA: Shotcrete, No. 6522
- Nuclear Gauge Safety & Hazmat Cert

Location

- Rancho Cordova, CA

RAY MOORE, ICC, ACI, DSA - SPECIAL INSPECTOR

Mr. Moore is a senior special inspector with 22 years of experience in Quality Assurance and Quality Control. He is recognized consistently for performance excellence and contributions to success in commercial, state and federal construction industries. His strength in special inspection and testing are backed by certification and training thru ACI and ICC.

SOLANO COUNTY DEPARTMENT OF GENERAL SERVICES, CITY OF VACAVILLE LIBRARY, VACAVILLE, CALIFORNIA

Geocon performed a geotechnical investigation for the proposed expansion of the Vacaville Cultural Center Library, and later performed geotechnical testing and observation and special inspections and materials testing. Inspection services during construction included inspection of footing excavations and rebar placement for the building pad, material sampling and testing for concrete placement of footings and slabs-on-grade, laboratory compressive strength testing, inspection of shear wall and roof nailing as well as seismic force-resisting systems, structural steel and field welding inspections, and verification of post-installed anchors such as epoxy anchors. Mr. Moore performed inspections of epoxy anchors.

EAST BAY REGIONAL PARK DISTRICT, ADMINISTRATIVE HEADQUARTERS, "IPON"**OAKLAND, CALIFORNIA**

Geocon is providing ongoing geotechnical services for the East Bay Regional Park District's Safety and Administrative Headquarters, also known as Improve Peralta Oaks North Project (IPON). The project involves structural improvements to an existing three-level office building over a drive-out underground parking level, which will be converted into an essential services facility. Significant site developments include a new vehicular access from Sheldon Street, emergency vehicle turnaround with cast-in-place concrete retaining walls, and temporary shoring systems. Additional improvements include site pavements, hardscape, underground utilities, and a new generator pad. Mr. Moore has conducted welding inspections.

PIEDMONT DISPATCH CENTER, PIEDMONT, CALIFORNIA

Geocon is conducting materials testing and inspection services during structural upgrades to the existing police dispatch center. The scope project includes enhancements to the existing dispatch center, which involve the installation of an exterior generator pad and various structural upgrades to the building. Structural upgrades will include new footings and slab-on-grade, masonry and shotcrete wall in-fills, new structural steel and welded connections, and concrete topping slab over an elevated metal deck. Mr. Moore has conducted shotcrete inspections.

NAPA COUNTY, NEW JAIL FACILITY, NAPA, CALIFORNIA

The New Napa County Jail is a 109,000-square-foot concrete masonry unit and steel-frame structure, supported on shallow reinforced concrete footings with interior slabs-on-grade, and designed to house 322 beds. The facility also includes a 4,970-square-foot fenced vehicle sally port, a trash enclosure, concrete flatwork, landscaping, underground utilities, and hot-mix asphalt paved parking and driveways. Offsite improvements involved constructing a paved bike path, a pedestrian bridge, and upgrades to a nearby intersection. Geocon prepared the geotechnical design report and later provided geotechnical testing and observation, special inspections and materials testing. Special inspections were performed for reinforced masonry and concrete, welding, torque testing, fireproofing, and firestop inspections. Mr. Moore performed inspections of reinforced concrete and rebar.

Years of Experience

- 29 Years (9 Years with Geocon)

Education

- BS, Civil Engineering, Chico State University (1995)

Registrations

- CA: Geotechnical Engineer, No. 2865 (2010)
- CA: Professional Engineer, Civil, No. 64089 (2002)

Location

- Rancho Cordova, CA

RONALD LOUTZENHISER, PE, GE, - SENIOR GEOTECHNICAL ENGINEER

Mr. Loutzenhiser has 29 years of experience conducting and managing geotechnical investigations throughout California. His experience includes numerous roadway widenings and remediation projects as well as design of both shallow and deep foundations for bridge and building supports. Mr. Loutzenhiser specializes in providing quality and sound geotechnical engineering services to various local county and city agencies to assist them with the rehabilitation and replacement of their aging bridges and associated roadway improvements.

PLACER COUNTY WATER AGENCY (PCWA), ON-CALL GEOTECHNICAL ENGINEERING AND MATERIALS TESTING AND INSPECTION SERVICES, PLACER COUNTY, CALIFORNIA - Under an on-call contract, Geocon supplements PCWA's Engineering Division to provide geotechnical engineering, materials testing and inspection for asphalt, concrete, and soil. Since 2008, Geocon has provided geotechnical, materials testing, and inspection services during design and construction on over 50 PCWA

infrastructure projects such as pipelines, trunk lines, water mains, pump stations, recycled water facilities, hydroelectric facilities, water treatment facilities and storage tanks. Mr. Loutzenhiser is the senior engineer for this project.

CITY OF FOLSOM PARKS & RECREATION, OAK PARKWAY TRAIL UNDERCROSSING, FOLSOM, CALIFORNIA

Geocon performed a geotechnical investigation for the Oak Parkway Trail Undercrossing project. The City of Folsom Parks and Recreation Department planned to extend an existing trail under East Natoma Street for a future connection to the American River Bike Trail. The project included development of approximately 1,000 feet of Class I trail and a trail undercrossing at East Natoma Street. The proposed undercrossing consists of a 72-foot long reinforced concrete box culvert, 12 feet high, and 16 feet wide, consisting of nine segments of 2-piece precast box culvert. Ultrablock retaining walls with mechanically stabilized earth (MSE) backfill will be at both ends of the culvert. Geocon provided geotechnical design services for the proposed undercrossing including a geotechnical investigation report including anticipated excavation conditions, foundation preparation, and backfill recommendations for the culvert structure, embankment, and retaining walls. Mr. Loutzenhiser was the project manager and engineer for this project and signed off on the final report.

CALIFORNIA DEPARTMENT OF PARKS AND RECREATION, ON-CALL GEOTECHNICAL AND MATERIALS TESTING, STATEWIDE, CALIFORNIA - Since 2005, Geocon has provided geotechnical services to the California Department of Parks and Recreation (DPR) under various on-call contracts. Under these contracts, we have provided geotechnical investigations and engineering geology evaluations for new park facilities, infrastructure, and rehabilitation projects. To date, we have provided geotechnical and geological services for over 100 State Parks throughout the state from Ocotillo Wells State Vehicular Recreation Area in San Diego County to Prairie Creek Redwoods State Park in Humboldt County. Mr. Loutzenhiser was the senior engineer.

TRINITY COUNTY ON-CALL GEOTECHNICAL ENGINEERING SERVICES, TRINITY COUNTY, CALIFORNIA - Geocon is providing on-call geotechnical engineering services to Trinity County DOT for road and bridge infrastructure, including site hazard evaluations, slope stabilization design, and construction monitoring. Work involves compliance with state/federal regulations, use of advanced testing methods, and support for emergency and priority projects. Our current projects include Long Ridge Road and Ruth Zenia Road Landslides. Mr. Loutzenhiser is serving as senior geotechnical engineer.

Years of Experience

- 18 Years (2 Years with Geocon)

Education

- BS, Geology, San Jose State University, San Jose (2008)

Registrations

- CA: Certified Engineering Geologist, No. 2715 (2020)
- CA: Professional Geologist, No. 9067 (2013)

Location

- Rancho Cordova, CA

TOM DESIMONE, PG, CEG - SENIOR ENGINEERING GEOLOGIST

Mr. DeSimone is a Certified Engineering Geologist with 18 years of specialized experience in geotechnical and geological projects throughout Northern California. His expertise spans complex geologic assessments, hazard evaluations, and site investigations. DeSimone collaborates closely with Geocon's teams, providing critical geological insight to ensure sound decision-making and project success across a variety of challenging environments. Mr. DeSimone's diverse experience includes pavement evaluation and design, distressed building evaluation, DSA construction, industrial, residential, commercial, and infrastructure improvements.

STATE OF CALIFORNIA, DEPARTMENT OF GENERAL SERVICES (DGS) SOILS AND GEOTECHNICAL ENGINEERING SERVICES, NORTHERN REGION, CALIFORNIA

Mr. DeSimone provides geologic review and consultation for Geocon's current retainer agreements with DGS On-Call Geotech North & Coastal Regions (Agreement # 17496-B - Northern, 17496 -C Coastal). Under these agreements, services consist of professional soils and geotechnical

engineering design services including on-site geotechnical investigations; geological evaluation and testing; preparing and writing engineering geologic reports, geotechnical reports, and supplemental ground-response reports; providing recommendations for foundation stability for structures and improvements; review of plans and specifications to ensure compliance with geotechnical recommendations; inspection of foundation construction to insure compliance with geotechnical report; geotechnical support services during construction; and more.

STATE ROUTE 4, WAGON TRAIL ROAD RECONSTRUCTION, CALAVERAS COUNTY, CALIFORNIA

Geocon provided Quality Assurance (QA) testing and inspection services for the Wagon Trail Project, Phase 1 in Calaveras County. The County was the Lead Agency on for this "on-system" project under a cooperative Agreement with Caltrans. Major elements of this project included realignment and reconstruction of State Route (SR) 4 from Bonanza Mine Way to just east of Appaloosa Drive; realignment of Hunt Road to the realigned SR4; grading, paving, and culvert improvements; and the installation of a box culvert/animal crossing. Mr. DeSimone provided engineering oversight and field observations during construction.

CITY OF PLACERVILLE, PARK N BUS IMPROVEMENTS, PLACERVILLE, CALIFORNIA

The Placerville Station Phase II Project is located along Mosquito Road between Locust Road and Clay Street, in the City of Placerville. Major elements of the project include Roadway widening, grind and overlay, and paving of Mosquito Road from Locust Road and Clay Street, as well as a portion of the Highway 50 onramp; Removal and replacement of a portion of Clay Street to the west of Mosquito Road; Removal and replacement of an existing bike path with a new pavement section; Construction of a new parking lot; Construction of concrete curb, gutter, and sidewalk; and Construction of a storm drain. New roadway pavement will consist of conventional hot mix asphalt (HMA) over Class 2 aggregate base (AB). The HMA will consist of a Superpave mix design. Mr. DeSimone has conducted geotechnical field oversight, including onsite testing and observation during grading.

TRINITY COUNTY ON-CALL GEOTECHNICAL ENGINEERING SERVICES, TRINITY COUNTY, CALIFORNIA

- Geocon is providing on-call geotechnical engineering services to Trinity County DOT for road and bridge infrastructure, including site hazard evaluations, slope stabilization design, and construction monitoring. Work involves compliance with state/federal regulations, use of advanced testing methods, and support for emergency and priority projects. Our current projects include Long Ridge Road and Ruth Zenia Road Landslides. Mr. DeSimone is serving as senior engineering geologist/project manager.

Years of Experience

- 21 Years (19 Years with Geocon)

Education

- BS: Geological Sciences, San Diego State University (2003)

Registrations:

- CA: Professional Geologist, No. 8569 (2009)

Certifications

- ACI: Concrete Strength Testing Technician, Aggregate Testing Technician – Level 1, Aggregate Base Testing Technician, Concrete Laboratory Testing, No. 01157617
- Caltrans: 105, 125 AGG, 201, 202, 205, 211, 216, 217, 226, 227, 229, 301, 308, 309, 382, 389, 521.2, T312

Location

- Rancho Cordova, CA

MARK REPKING, PG – LABORATORY MANAGER

Mr. Repking has 21 years of experience working on a wide variety of geotechnical and environmental projects throughout northern California. He has substantial technical experience including geotechnical materials testing, drilling oversight, sample collection, site reconnaissance, footing and foundation inspection, soil and material inspection, laboratory sample analysis, and onsite consultation. Mr. Repking manages the Rancho Cordova materials laboratory and ensures that all tests are conducted under proper protocol and that the laboratory maintains its accreditation through USACE, AMRL, CCRL, DSA, and Caltrans.

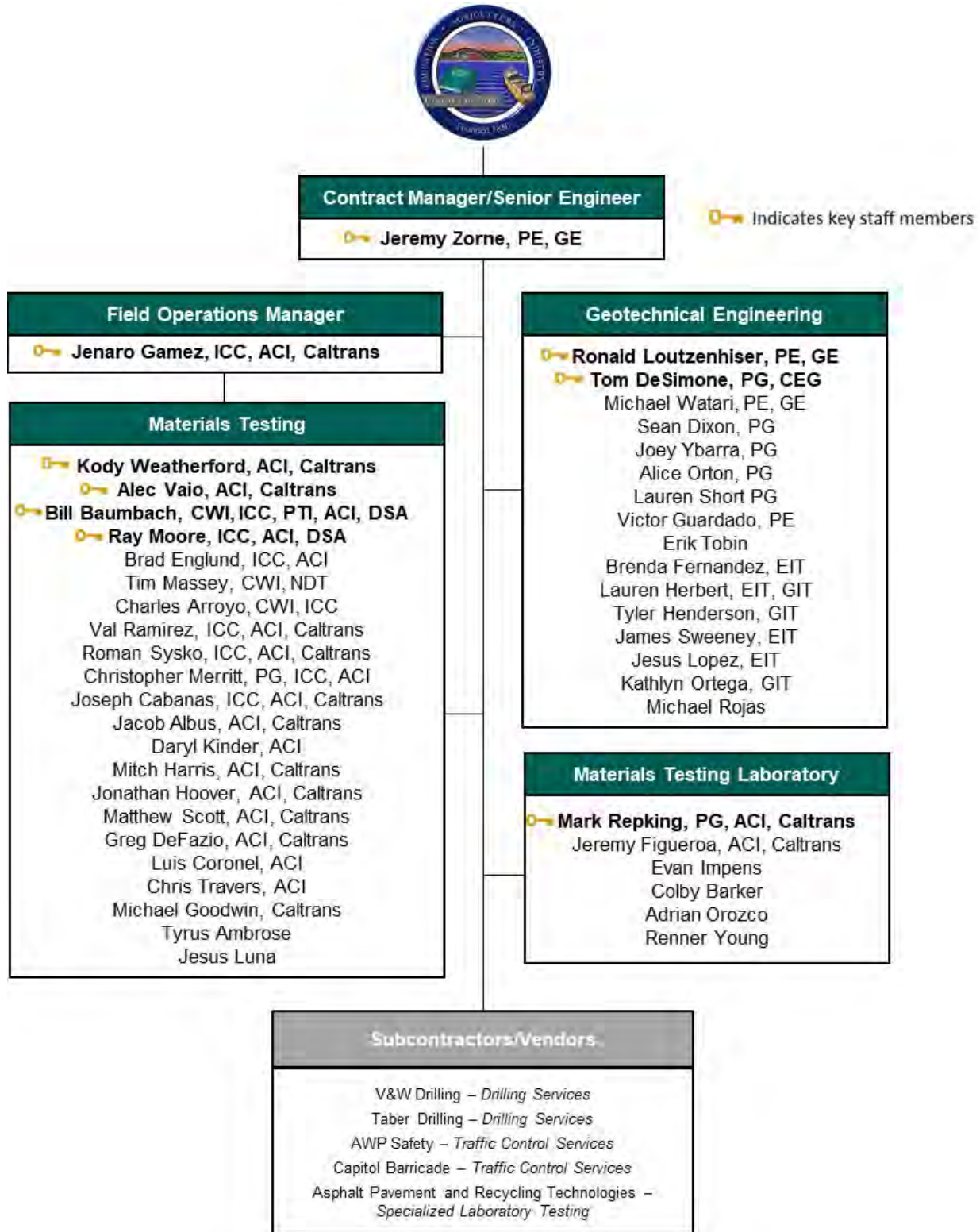
YUBA COUNTY, ON-CALL QUALITY ASSURANCE SERVICES, YUBA COUNTY, CALIFORNIA - In early 2024, Geocon was awarded a contract with Yuba County for On-Call Quality Assurance Services. We have been providing quality assurance services for materials sampling, testing, and inspections for various projects in Yuba County. The projects will be constructed using federal, state, and local funds. Projects include Garden Avenue SR2S, Plumas Lake Bike Path, Skyway Drive, Garden Avenue SRTS, and Cedar Lane Safe Routes to School. Mr. Repking serves as laboratory manager.

CITY OF RANCHO CORDOVA, MATERIALS TESTING AND INSPECTION SERVICES, RANCHO CORDOVA, CALIFORNIA - As part of a pre-qualified construction management team, Geocon is providing quality assurance materials sampling and testing services for the City of Rancho Cordova, Department of Public Works. Since 2012, he has supervised task orders

for the City's roadway, streetscape, trails, landscaping, utility, and infrastructure projects. Certified materials testing technicians conduct all field services and we conduct testing in our multi-agency accredited Rancho Cordova materials testing laboratory that Mr. Repking oversees. Mr. Repking provides laboratory management services for the QA testing, observation and inspection services in accordance with ASTM and Caltrans test procedures and the City's Quality Assurance Program.

CITY OF SACRAMENTO, ON-CALL MATERIALS SAMPLING AND TESTING, SACRAMENTO, CALIFORNIA - Mr. Repking, Laboratory Manager, provides laboratory testing services for our on-call materials sampling and testing services for the City of Sacramento, Public Works Department. Since 2014, Geocon has provided materials sampling and testing services for the underground utilities and various roadways, including the 3rd and Broadway Urban Plaza, Land Park Water Main, and multiple phases of the McKinley Village and Natomas Meadows development projects. All services are conducted by certified materials technicians and testing is conducted in our fully accredited materials testing laboratory, managed by Mr. Repking.

CITY OF DIXON, ON-CALL MATERIALS TESTING SERVICES, DIXON, CALIFORNIA - Mr. Repking provides laboratory testing services under this contract. Geocon was awarded a contract by the City of Dixon to provide on-call QA materials testing services. Our first task under this contract was to provide QA testing and observation services during the Valley Glen Offsite roadway and utility infrastructure project. The project consisted of roadway, utility, and sidewalk, curb, and gutter improvements along West Cherry Street. Other projects under this contract included the Downtown Core Drainage Area improvement project and the Heritage Commons offsite improvements. Materials testing services included roadway subgrade and utility trench backfill compaction testing services, concrete sampling and testing, and AB/HMA field and laboratory testing.

ORGANIZATIONAL CHART


RESPONSIVENESS AND TURN-AROUND TIME

Geocon is accustomed to projects with tight schedules and critical deadlines. For ongoing testing and inspection projects, we are committed to providing “next day” service for the County. For testing and inspection services not associated with an active project, we will provide services within 48 hours. **All testing personnel are available to work overtime, weekends and nights upon request and approval by the County.** The majority of our clients are involved with sites or projects that are driven by construction schedules, regulatory deadlines, or real estate transactions, of which all are very time sensitive. As a result, the ability to meet strict timelines has become an integral part of our services.

We promote rapid laboratory turn-around times while following the American Society of Testing Materials (ASTM) and California Department of Transportation (Caltrans) standard test methods. Our standard laboratory turn-around times for materials testing services are in accordance with each test method and varies by test.

Project reporting needs and protocol are typically discussed with the County at the onset of each project, and we will strive to meet project specific needs. Hard copy daily inspection and testing reports can be left onsite at the conclusion of each inspection (before leaving the site), or electronic (pdf) copies can be provided the next business day or sooner. Maximum turn-around time for daily reports is 24 hours. Final reports are provided within five business days or sooner following the conclusion of our inspection services and any laboratory testing. Geocon’s standard procedure is to issue 3 wet-signed copies and one electronic copy of final reports.

QUALITY CONTROL



Geocon’s established quality control procedures have earned us an excellent reputation for delivering quality products on time and within budget. Our in-house computerized cost control, project tracking, and project management system allows our project managers to monitor the quality of all aspects of a project as it evolves. All quality control begins with a team meeting after the contract has been awarded and prior to the start of work. The project manager reviews and formalizes the technical, budgetary, and schedule aspects of the project and discusses the information with the project team. The project manager performs further technical checks at the completion of field and laboratory investigations to verify satisfactory project performance. In addition, Geocon’s quality assurance program provides accuracy and reproducibility acceptable to industry standards. We accomplish this through the application of experienced staff, ongoing staff training, calibration of testing apparatus by certified independent agencies and periodic review of Geocon’s personnel and procedures by outside accredited testing and inspection agencies.

EXHIBIT "E" - FAMILIARITY WITH STATE AND FEDERAL PROCEDURES

Geocon's team operates in conformance with applicable federal, state, and local laws, ordinances, orders, rules, and regulations, including valid and current permits and/or licenses required for operation. We have developed in-depth knowledge of Caltrans, FHWA, AASHTO, AWWA, and USACE design guidelines and specifications which provides effective and thorough design services. As a matter of professional practice, we regularly review local agency codes, including County and City standard specifications and details to ensure that our services meet the minimum standards adopted by the respective agency. Following this review, we then create a scope of work that addresses the requested needs of the project along with any key issues we have identified.

Geocon has extensive experience providing geotechnical engineering and materials testing services on state- and federally funded road and bridge projects, including on-call contracts with Caltrans and local agencies for pavement rehabilitation, bridge replacement, interchange improvements, and roadway widening projects throughout California.

Our in-house laboratory and special inspection program is accredited through AASHTO and is Caltrans-certified for a wide variety of test procedures. Our laboratory participates in AMRL, CCRL and Caltrans reference sample programs. Our Quality Assurance/Quality Control (QA/QC) program has been reviewed and approved by AMRL, CCRL, Caltrans, US Army Corps of Engineers, and the California Division of State Architect (DSA). Geocon's multi-agency accredited, in-house laboratory and materials testing capabilities include equipment for nearly every aspect of geotechnical soil and aggregate testing, asphalt-concrete evaluation, concrete strength testing, reinforcing steel strength evaluation, and masonry strength testing. Laboratory and materials testing services are performed under the responsibility of our designated project engineer registered in California as a civil engineer. Our QA/QC program facilitates compliance with project performance standards, schedules and budgets. This comprehensive plan utilizes a management approach that delineates the interrelationship between management and design team components and describes specific quality control procedures to be used during projects. The program addresses data generation, management and quality assessment guidelines for our procedures and methods.

With most local agencies receiving either state or federal funds to complete their Capital Improvement program (CIP) projects, Local Assistance Procedures Manual (LAPM) documentation use has become the standard for Geocon. With the large amount of local agency work, Geocon's professionals and accounting staff utilize the LAPM forms on a regular basis and understand the importance of this documentation to the agency in order to receive full funding and avoid unnecessary audits.

Materials sampling and testing for federally funded projects is performed per the Local Assistance Procedures Manual (LAPM) and/or the issuing Agency's Construction Quality Assurance Program (QAP). Geocon understands that projects receiving federal funds are required to use only certified testing personnel. In addition, per California law, prevailing wages must be paid to onsite testing personnel. *For federally funded projects, Geocon will only use certified testers and certified testing facilities.*

FINANCIAL RESPONSIBILITY

Geocon operates in compliance with California prevailing wage requirements and generates the required certified payroll documentation. Our Department of Industrial Relations (DIR) number is 1000003454. Geocon currently holds six Caltrans A&E contracts that have been awarded within the past two years. Our most recent successful pre-award audit was for the Caltrans North Region A&E (03A3892) which was executed on January 9, 2025 and started on January 31, 2025.

Geocon has a long history of receiving on-call professional services contracts with local, state, and other public agencies. Our financial management and accounting system complies with the cost principles of the Federal Acquisition Regulation (FAR) as set forth in 48 CFR Part 31, 48 CFR 16.301-3, and 49 CFR Part 18. We have completed an indirect cost rate (ICR) audit for calendar year 2024. Although an Acceptance ID for our 2024 ICR has not yet been issued, Caltrans has issued an Acceptance ID for our 2023 ICR, as shown below.

<u>Caltrans Acceptance ID# are:</u>			
Consultant	Caltrans Acceptance ID (CT ID)	One-Year Applicable Fiscal Period	Accepted ICR
Geocon Consultants, Inc.	D2025-1386	12/26/22-12/31/23	175.07%

Geocon does not have any professional subconsultants for this contract; therefore, the ICR status information applies only to Geocon. Please see our Exhibit K - Consultant Certification of Indirect Costs and Financial Management System.

EXHIBIT “F” - REFERENCES

1. **EDGAR MEDINA**, Assistant Public Works Director, City of Rancho Cordova, Public Works Department, 916.851.8907, emedina@cityofranhocordova.org
Project: City of Rancho Cordova, Materials Testing and Inspection Services, Rancho Cordova, California (2012 – Present)
2. **KEVIN LOVE**, Construction-Program Manager, City of Sacramento, 916.808.5592, KLove@cityofsacramento.org
Project: City of Sacramento, On-Call Materials Sampling and Testing, Sacramento, California (2014 – Present)
3. **LELAND MARKUSEN**, Construction Project Manager, City of Dixon, 707.678.7030 ext. 5312 lmarkusen@cityofdixon.us
Project: City of Dixon, On-Call Materials Testing Services, Solano County, California (2015 – Present)
4. **KELLY SHIVELY**, Manager of Engineering Services, Placer County Water Agency, 530.823.4883, kshively@pcwa.net
Project: Placer County Water Agency (PCWA), On-Call Geotechnical Engineering and Materials Testing and Inspection Services, Placer County, California (2008 – Present)
5. **DENNIS DAY**, Senior Landscape Architect, City of Sacramento Parks and Recreation, 916.808.7633, dday@cityofsacramento.org
Project: City of Sacramento Parks and Recreation and Public Works, Geotechnical Engineering Materials Testing and Inspection Services, Sacramento, California (2016 – Present)

EXHIBIT "G" - SIGNATURE PAGE

EXHIBIT G – Signature Page
County of Yolo
SIGNATURE PAGE

Solicitation Name:
*RFQ for On-Call Materials Testing and Geotechnical
 Engineering Services*

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:

Geocon Consultants, Inc.

Company Name

3160 Gold Valley Drive, Suite 600

Address

Rancho Cordova, CA 95742

City State Zip



Signature of Person Authorized to Sign

Jeremy Zorne, PE, GE

Printed Name

Vice President

Title

12/15/2025

Date

For clarification of this offer, contact:

Name: Jeremy Zorne, PE, GE

Title: Vice President

Phone: 916.852.9118

Fax: 916.852.9132

Email: zorne@geoconinc.com

EXHIBIT "H" - EXCEPTIONS TO COUNTY CONTRACT**EXHIBIT # H****CERTIFICATION OF EXCEPTION TO RFP DOCUMENTS**

The undersigned, a duly authorized representative of

(COMPANY NAME)

hereby stipulates that _____ takes no exceptions to this Request for
Proposals (COMPANY NAME)

and its attachments as referenced in this RFP.

Signature

Date

Printed Name

Title


OR

The undersigned, a duly authorized representative of
Geocon Consultants, Inc. _____

(COMPANY NAME)

hereby stipulates that Geocon Consultants, Inc. takes the following exceptions to this
(COMPANY NAME)

request for Request for Proposals and its attachments as referenced in this RFP.


Signature

12/15/2025
Date

Jeremy Zorne
Printed Name

Vice President
Title

EXHIBIT "I" - DISCLOSURE OF LOBBY ACTIVITIES

EXHIBIT I

AKA EXHIBIT 10-Q DISCLOSURE OF LOBBYING ACTIVITIES

COMPLETE THIS FORM TO DISCLOSE LOBBYING ACTIVITIES PURSUANT TO 31 U.S.C. 1352

<p>1. Type of Federal Action:</p> <p><input type="checkbox"/> a. contract</p> <p><input type="checkbox"/> b. grant</p> <p><input type="checkbox"/> c. cooperative agreement</p> <p><input type="checkbox"/> d. loan</p> <p><input type="checkbox"/> e. loan guarantee</p> <p><input type="checkbox"/> f. loan insurance</p>	<p>2. Status of Federal Action:</p> <p><input type="checkbox"/> a. bid/offer/application</p> <p><input type="checkbox"/> b. initial award</p> <p><input type="checkbox"/> c. post-award</p>	<p>3. Report Type:</p> <p><input type="checkbox"/> a. initial</p> <p><input type="checkbox"/> b. material change</p> <p>For Material Change Only:</p> <p>year _____ quarter _____</p> <p>date of last report _____</p>
<p>4. Name and Address of Reporting Entity</p> <p><input type="checkbox"/> Prime <input type="checkbox"/> Subawardee</p> <p style="margin-left: 40px;">Tier _____, if known</p> <p>Congressional District, if known _____</p>	<p>5. If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of Prime:</p> <p>Congressional District, if known _____</p>	
<p>6. Federal Department/Agency:</p>	<p>7. Federal Program Name/Description:</p> <p>CFDA Number, if applicable _____</p>	
<p>8. Federal Action Number, if known:</p>	<p>9. Award Amount, if known:</p>	
<p>10. Name and Address of Lobby Entity (If individual, last name, first name, MI)</p>	<p>11. Individuals Performing Services (including address if different from No. 10) (last name, first name, MI)</p>	
(attach Continuation Sheet(s) if necessary)		
<p>12. Amount of Payment (check all that apply)</p> <p>\$ _____ <input type="checkbox"/> actual <input type="checkbox"/> planned</p>	<p>14. Type of Payment (check all that apply)</p> <p><input type="checkbox"/> a. retainer</p> <p><input type="checkbox"/> b. one-time fee</p> <p><input type="checkbox"/> c. commission</p> <p><input type="checkbox"/> d. contingent fee</p> <p><input type="checkbox"/> e. deferred</p> <p><input type="checkbox"/> f. other, specify _____</p>	
<p>13. Form of Payment (check all that apply):</p> <p><input type="checkbox"/> a. cash</p> <p><input type="checkbox"/> b. in-kind; specify: nature _____</p> <p style="margin-left: 40px;">Value _____</p>		
<p>15. Brief Description of Services Performed or to be performed and Date(s) of Service, including officer(s), employee(s), or member(s) contacted, for Payment Indicated in Item 12:</p> <p style="text-align: center;">(attach Continuation Sheet(s) if necessary)</p>		
<p>16. Continuation Sheet(s) attached: <input type="checkbox"/> Yes <input type="checkbox"/> No</p>		
<p>17. Information requested through this form is authorized by Title 31 U.S.C. Section 1352. This disclosure of lobbying reliance was placed by the tier above when his transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to Congress semiannually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.</p>		
		<p>Signature: _____</p> <p>Print Name: <u>Jeremy Zorne, PE, GE</u></p> <p>Title: <u>Vice President</u></p> <p>Telephone No.: <u>916.852.9118</u> Date: <u>12/15/2025</u></p>
<p>Authorized for Local Reproduction</p> <p>Standard Form - LLL</p>		
<p>Federal Use Only:</p>		

Standard Form LLL Rev. 04-28-06

Distribution: Orig- Local Agency Project Files

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EXHIBIT "J" - NON-COLLUSION/NON CONFLICT OF INTEREST STATEMENT

EXHIBIT J
NON-COLLUSION AFFIDAVIT

(Title 23 United States Code Section 112 and Public Contract Code Section 7106)
AND NON-CONFLICT OF INTEREST STATEMENT

I, Jeremy Zome, am
the **(name)**

Vice President of Geocon Consultants, Inc.
(Position Title) **(Company)**

The term "**Offeror**", as used herein, includes the individual or business entity submitting the Offer and for the purpose of this Affidavit includes the directors, officers, partners, managers, members, principals, owners, agents, representatives, employees, other parties in interest of the Offeror, and anyone or any entity acting for or on behalf of the Offeror, including a subcontractor in connection with this Offer.

- 1. NonCollusion Affidavit.** In conformance with Title 23 United States Code Section 112 and Public Contract Code 7106 the bidder declares that the bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the bid is genuine and not collusive or sham; that the bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid, and has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or that anyone shall refrain from bidding; that the bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other bidder, or to secure any advantage against the public body awarding the contract of anyone interested in the proposed contract; that all statements contained in the bid are true; and, further, that the bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid.
- 2. Preparation of Solicitation and Contract Documents.** The Offeror has not received any compensation or a promise of compensation for participating in the preparation or development of the underlying Solicitation or Contract documents. In addition, the Offeror has not otherwise participated in the preparation or development of the underlying Solicitation

or Contract documents, except to the extent of any comments or questions and responses in the solicitation process, which are available to all offerors, so as to have an unfair advantage over other offerors, provided that the Offeror may have provided relevant product or process information to a consultant in the normal course of its business.

3. **Participation in Decision Making Process.** The Offeror has not participated in the evaluation of offers or other decision making process for this Solicitation, and, if Offeror is awarded a contract hereunder, no individual, agent, representative, consultant, subcontractor, or subconsultant associated with Offeror, who may have been involved in 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:

12/15/2025

(Date)


(Signature)

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: Geocon Consultants, 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: 185.05 Or
 Home Office Rate: _____ and Field Office Rate (if applicable): _____
 Facilities Capital Cost of Money (if applicable): _____
Fiscal Period:* 1/1/2024 - 12/29/2024

* 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\(g\); 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;

Certification of Indirect Costs and Financial Management System – Independent Office of Audits and Investigations – Revised 8/2021

- 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 3729-3735](#)
- 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 14,000,000.00 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 27
- 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** William Lydon Title** CFO
 Signature  Date 05/21/2025
 Phone** (858) 558-8900 Email** lydon@geoconinc.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 -This is Not Applicable to Geocon. Please see Exhibit K.

Exhibit L

California Safe Harbor Indirect Cost Rate Program

Consultant Firm Certification of Eligibility and Certification of Financial Management System

Consultant Firm Name Geocon Consultants, Inc.

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: 20% 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 Inspection, 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

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 2 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).

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.

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 _____

NOT APPLICABLE

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.

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

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

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.

Not Applicable

EXHIBIT "M" - COST PROPOSAL

THIS ITEM SHALL NOT BE SUBMITTED WITH THE VENDOR'S INITIAL PROPOSAL.

After the County has completed its initial evaluation and ranked the proposals, the County will request a cost proposal from the highest ranked consultant.

EXHIBIT C

Approved Description of Detailed Services

The on-call road structure evaluation and design work consist, in general, of performing field and laboratory testing necessary to evaluate the remaining service life of an existing road's structural section. The results of this work may be used by County staff in pavement design work. If specialized geotechnical analysis is requested by the County, this work may also include the preparation of a design report by a licensed geotechnical or civil engineer, with recommendations for rehabilitation alternatives.

Other geotechnical, design, and construction assistance services related to the tasks described above may also be required, as agreed to in writing by the Director of Public Works, or their designee.

Task 1: On-Call Quality Assurance Testing Services

Quality assurance materials sampling and testing work consists of performing Caltrans, ASTM or AASHTO test methods to evaluate a construction contractor's compliance with the project specifications, generally at the minimum frequency as specified in the County's Quality Assurance Plan (see Attachment 3).

Written test results shall be provided to the County by email, or hand delivery according to (Attachment 3's) EXHIBIT B, "Time Required for Material Acceptance Tests", contained in the County Quality Assurance Plan. EXHIBIT B specifies number of days that the QA lab shall have to submit written test results to the County from the sample date to the report submittal date. Test reports shall indicate County job number and project name.

If consultant field or laboratory representative identifies substandard construction materials through laboratory or field (attesting or substandard field construction methods, consultant manager shall notify the Resident Engineer by both phone and email before the field personnel has left the field or within two (2) hours of learning about the failed test, whichever is sooner.

The cost of reporting the test results shall be included in the cost of the test:

- a. The field and laboratory testing required for assurance testing must be performed by individuals certified through the Caltrans Independent Assurance Program. Current certificates (Caltrans Form TL-0111) demonstrating each individual's qualification to perform any Caltrans tests requested by the County shall be provided to the County prior to the work.
- b. The laboratory in which all necessary Caltrans tests are performed for assurance testing shall be certified through the Caltrans Independent Assurance Program. The qualification form (Caltrans Form TL-0113) shall be kept current at all times and shall be provided to the County prior to the work.

c. The range of tests that may be required for County's projects, is provided in the County's Quality Assurance Plan, and may also include the following tests:

- Direct Shear Test (at Natural Moisture--One Point)
- Direct Shear Test (Saturated and Consolidated--One Point)
- Direct Shear Test (Remolded, Saturated and Consolidated--Three Points)
- Consolidation Test (Without Rate Data)
- Consolidation Test-Rate Data on Single Load Increment
- Unconfined Compression Test (Tube Samples)
- Unit Dry Weight-Moisture Content (Undisturbed Samples)
- Moisture Content
- Specific Gravity - Fine Grain (ASTM D854)
- Specific Gravity - Bulk Soils (ASTM C97)
- Maximum Dry Density-Optimum Moisture (AASHTO T-99, ASTM D698)
- Maximum Dry Density-Optimum Moisture (AASHTO T-180, ASTM D1557)
- Maximum Dry Density-Optimum Moisture (CTM 216)
- Grain Size Analysis (ASTM C136)
- Grain Size Analysis-Wet Sieve (Coarse or Fine Series - CTM 202)
- Wash-Minus 200 Sieve (ASTM D1140)
- Hydrometer Grain Size Analysis (ASTM D422)
- Sand Equivalent (CTM 217)
- Plasticity Index (Includes Liquid & Plastic Limits - ASTM D4318)
- Shrinkage Limit
- Expansion Test (Undisturbed Samples)
- Expansion Index Test (Remolded - UBC 29-2)
- Corrosivity Test (pH/Minimum Resistivity - CTM 643)
- Corrosivity Test (CTM 532)
- Resistance Value (CTM 301)
- Los Angeles Abrasion Test (CTM 211)
- Durability Index (Coarse and Fine - CTM 229F)
- Triaxial Compression (Unconsolidated, Undrained)
- Triaxial Compression (Consolidated, Undrained)
- Permeability (Fixed Wall)
- Permeability (Flexible Wall)
- Concrete Cylinder Compression (Break or Hold)
- Compressive Strength, Cast Cylinders (C39)
- Compressive Strength, Cores (C42)
- Sodium/Magnesium Sulfate Soundness (ASTM D5240)
- Stabilometer Value (CTM366)
- Bitumen Content, Ignition Furnace (CTM310, CTM382)
- Bitumen Content (ASTM D2172)
- Unit Weight of Compacted Asphalt (ASTM D2726)
- Marshall Compaction, set of 3 (ASTM D1559)

- Marshall Flow and Stability, per point (ASTM D1559)
- Maximum Theoretical Specific Gravity (ASTM D2041)
- Moisture Content of Soil and Rock by Mass (ASTM D2216)
- Percentage of Crushed Particles (CT 205)
- Bulk Specific Gravity and Density (CT 308)
- Theoretical Maximum Specific Gravity and Density (CT 309)
- Field Compaction Testing (CT 375)
- Method of Tests for Mechanical and Welded Reinforcing Steel Splices (CT 670)
- Full Depth Recycling Strength Testing
- AWS Certified Welding Inspector (CWI)
- Nondestructive Testing (NDT) Technician certified in conformance with the requirements of the
- American Society for Nondestructive Testing (ASNT) Recommended Practice No. SNT-TC-1A

This RFQ incorporates a recently approved Yolo County Quality Assurance Plan as Attachment No. 3 which species the maximum laboratory test reporting time allowed for quality assurance laboratory construction materials test

Deliverables:

As agreed upon by County and consultant in a WPF for each project.

Schedule:

As agreed upon by County and consultant in a WPF for each project

Method of Payment:

Since material testing is an item of work, which is similar, repetitious and measurable, the Consultant will be paid based on specific item of work performed (cost per unit of work).

Task 2: On-Call Pavement / Road Structure Evaluation

Consultant shall evaluate existing pavement and road structure conditions. This evaluation may include, but is not limited to visual inspection of pavement and drainage conditions, photographing existing road conditions, pavement deflection testing in accordance with standard testing methods, investigating existing structural section thickness, laboratory testing of existing road structure materials, and R value testing of existing base and subbase using standard testing methods. Consultant's work may include traffic control necessary for field work.

If requested by County, consultant shall prepare a draft report with their findings of road condition evaluation and recommendations for road rehabilitation. The report shall include, but not be limited to, test locations, test procedures; test results; findings; information related to the rehabilitation of any excessive pavement damage, defects, and failed sub-base; review of

results of deflection tests; review of results of laboratory tests; options for rehabilitation; cost comparison between rehabilitation options; consultant's recommendation for rehabilitation strategy; and preliminary engineer's estimate for construction of the recommended option.

As requested by the County, consultant's evaluation of options shall include, but is not limited to, asphalt concrete overlay, traditional reconstruction, coldfoam in place recycling, full depth recycling, reuse of the existing road section for reconstruction of road, rubberized AC, additional base stabilization required for construction, pavement reinforcing fabric, and base repair prior to overlay. As requested by the County, consultant's recommendation for any overlay design shall be presented for various design lives. Consultant's recommendation shall include proposed limits for each recommended strategy.

The Rehabilitation Design Report may include recommendations for any additional investigation or design work deemed necessary for base stabilization.

Consultant's report shall recommend whether or not, in the consultant's opinion, additional design work such as cold-foam in place recycling or additional base stabilization is necessary to provide a more cost effective design of the pavement structure.

Consultant shall prepare final report after receiving comments from County. The final report shall include technical specifications to implement proposed design.

Materials of Payment:

- Current traffic data for the project roads
- As-built plans, where available

Deliverables:

As agreed upon by County and consultant in a WPF for each project.

Schedule:

As agreed upon by County and consultant in a WPF for each project.

Method of Payment:

The Consultant will be paid at an agreed and supported specific fixed hourly rate for each class of employee engaged directly in the work (specified rates of compensation). Such rates of pay include the consultant's estimated costs and net fee (profit). Federal regulations require that profit be separately negotiated from contract costs. The specific rates of compensation, except for an individual acting as a sole proprietor, are to include an hourly breakdown, direct salary costs, fringe benefits, indirect costs, and net fee. Other direct costs may be included, such as travel and equipment rentals, if not already captured in the indirect cost rate.

Task 3: Other on-call Geotechnical Services

Geotechnical engineering and technical services required to support the County in development and construction of County Road and bridge projects, on an "as-needed" basis.

Deliverables:

As agreed upon by County and consultant in a WPF for each project.

Schedule:

As agreed upon by County and consultant in a WPF for each project.

Allowable Costs and Payments:

The Consultant will be paid at an agreed and supported specific fixed hourly rate for each class of employee engaged directly in the work (specified rates of compensation). Such rates of pay include the consultant's estimated costs and net fee (profit). Federal regulations require that profit be separately negotiated from contract costs. The specific rates of compensation, except for an individual acting as a sole proprietor, are to include an hourly breakdown, direct salary costs, employee benefits, overhead costs, and fee. Other direct costs may be included, such as travel and equipment rentals, if not already captured in the indirect cost rate.

COST PROPOSAL

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

Note: Mark-ups are Not Allowed

Consultant Geocon Consultants, Inc. Prime Consultant Subconsultant 2nd Tier Subconsultant
 Project No. _____ Contract No. _____ Participation Amount _____ Date 3/30/2026

For Combined Rate	Fringe Benefit %	+	Overhead %	+	G&A %	=	Combined ICR %
	53.13%		83.98%		47.94%		185.05%

OR

For Home Office Rate	Fringe Benefit %	+	Overhead %	+	G&A %	=	Home Office ICR %
							0.00%
For Field Office Rate	Fringe Benefit %	+	Overhead %	+	G&A %	=	Field Office ICR %
							0.00%

Fee =	8%
% Increase =	3.0%

BILLING INFORMATION

CALCULATION INFORMATION

Name/Job Title/Classification ¹	Hourly Billing Rates ²			Effective Date of Hourly Rate		Actual or Avg. Hourly Rate ⁴	% or \$ Increase	Hourly Range - for Classifications Only
	Straight ³	OT(1.5x)	OT(2x)	From	To			
Zorne *	\$230.89	\$230.89	\$230.89	3/1/2026	12/31/2026	\$75.00		Not Applicable
Principal Engineer/Geologist	\$237.82	\$237.82	\$237.82	1/1/2027	12/31/2027	\$77.25	3.0%	
Exempt	\$244.96	\$244.96	\$244.96	1/1/2028	12/31/2028	\$79.57	3.0%	
	\$252.32	\$252.32	\$252.32	1/1/2029	12/31/2029	\$81.96	3.0%	
	\$259.89	\$259.89	\$259.89	1/1/2030	12/31/2030	\$84.42	3.0%	
	\$267.68	\$267.68	\$267.68	1/1/2031	3/31/2031	\$86.95	3.0%	
Loutzenhiser*	\$215.50	\$215.50	\$215.50	3/1/2026	12/31/2026	\$70.00		Not Applicable
Senior Engineer	\$221.96	\$221.96	\$221.96	1/1/2027	12/31/2027	\$72.10	3.0%	
Non-Exempt	\$228.61	\$228.61	\$228.61	1/1/2028	12/31/2028	\$74.26	3.0%	
	\$235.48	\$235.48	\$235.48	1/1/2029	12/31/2029	\$76.49	3.0%	
	\$242.53	\$242.53	\$242.53	1/1/2030	12/31/2030	\$78.78	3.0%	
	\$249.79	\$249.79	\$249.79	1/1/2031	3/31/2031	\$81.14	3.0%	

Name/Job Title/Classification ¹	Hourly Billing Rates ²			Effective Date of Hourly Rate		Actual or Avg. Hourly Rate ⁴	% or \$ Increase	Hourly Range - for Classifications Only	
	Straight ³	OT(1.5x)	OT(2x)	From	To				
DeSimone*	\$209.34	\$209.34	\$209.34	3/1/2026	12/31/2026	\$68.00		Not Applicable	
Senior Geologist	\$215.62	\$215.62	\$215.62	1/1/2027	12/31/2027	\$70.04	3.0%		
<i>Non-Exempt</i>	\$222.09	\$222.09	\$222.09	1/1/2028	12/31/2028	\$72.14	3.0%		
	\$228.74	\$228.74	\$228.74	1/1/2029	12/31/2029	\$74.30	3.0%		
	\$235.60	\$235.60	\$235.60	1/1/2030	12/31/2030	\$76.53	3.0%		
	\$242.68	\$242.68	\$242.68	1/1/2031	3/31/2031	\$78.83	3.0%		
Staff	\$215.50	\$250.50	\$285.50	3/1/2026	12/31/2026	\$70.00		\$55.00	\$85.00
Senior Engineer/Geologist/Scientist	\$221.96	\$258.01	\$294.06	1/1/2027	12/31/2027	\$72.10	3.0%	\$56.65	\$87.55
<i>Non-Exempt</i>	\$228.62	\$265.75	\$302.88	1/1/2028	12/31/2028	\$74.26	3.0%	\$58.35	\$90.18
	\$235.48	\$273.73	\$311.97	1/1/2029	12/31/2029	\$76.49	3.0%	\$60.10	\$92.88
	\$242.54	\$281.94	\$321.33	1/1/2030	12/31/2030	\$78.79	3.0%	\$61.90	\$95.67
	\$249.82	\$290.40	\$330.97	1/1/2031	3/31/2031	\$81.15	3.0%	\$63.76	\$98.54
Staff	\$200.11	\$232.61	\$265.11	3/1/2026	12/31/2026	\$65.00		\$50.00	\$80.00
Senior Project Engineer/Geologist/Scientist	\$206.11	\$239.58	\$273.06	1/1/2027	12/31/2027	\$66.95	3.0%	\$51.50	\$82.40
<i>Non-Exempt</i>	\$212.29	\$246.77	\$281.25	1/1/2028	12/31/2028	\$68.96	3.0%	\$53.05	\$84.87
	\$218.66	\$254.17	\$289.69	1/1/2029	12/31/2029	\$71.03	3.0%	\$54.64	\$87.42
	\$225.22	\$261.80	\$298.38	1/1/2030	12/31/2030	\$73.16	3.0%	\$56.28	\$90.04
	\$231.98	\$269.65	\$307.33	1/1/2031	3/31/2031	\$75.35	3.0%	\$57.96	\$92.74
Staff	\$177.02	\$205.77	\$234.52	3/1/2026	12/31/2026	\$57.50		\$45.00	\$70.00
Project Engineer/Geologist/Scientist	\$182.33	\$211.94	\$241.55	1/1/2027	12/31/2027	\$59.23	3.0%	\$46.35	\$72.10
<i>Non-Exempt</i>	\$187.80	\$218.30	\$248.80	1/1/2028	12/31/2028	\$61.00	3.0%	\$47.74	\$74.26
	\$193.43	\$224.85	\$256.26	1/1/2029	12/31/2029	\$62.83	3.0%	\$49.17	\$76.49
	\$199.23	\$231.59	\$263.95	1/1/2030	12/31/2030	\$64.72	3.0%	\$50.65	\$78.79
	\$205.21	\$238.54	\$271.87	1/1/2031	3/31/2031	\$66.66	3.0%	\$52.17	\$81.15
Staff	\$138.53	\$161.03	\$183.53	3/1/2026	12/31/2026	\$45.00		\$35.00	\$55.00
Senior Staff Engineer/Geologist/Scientist	\$142.69	\$165.87	\$189.04	1/1/2027	12/31/2027	\$46.35	3.0%	\$36.05	\$56.65
<i>Non-Exempt</i>	\$146.97	\$170.84	\$194.71	1/1/2028	12/31/2028	\$47.74	3.0%	\$37.13	\$58.35
	\$151.38	\$175.97	\$200.55	1/1/2029	12/31/2029	\$49.17	3.0%	\$38.25	\$60.10
	\$155.92	\$181.25	\$206.57	1/1/2030	12/31/2030	\$50.65	3.0%	\$39.39	\$61.90
	\$160.60	\$186.68	\$212.77	1/1/2031	3/31/2031	\$52.17	3.0%	\$40.57	\$63.76
Staff	\$169.32	\$196.82	\$224.32	3/1/2026	12/31/2026	\$55.00		\$30.00	\$80.00
Staff Engineer/Geologist/Scientist	\$174.40	\$202.72	\$231.05	1/1/2027	12/31/2027	\$56.65	3.0%	\$30.90	\$82.40
<i>Non-Exempt</i>	\$179.63	\$208.81	\$237.98	1/1/2028	12/31/2028	\$58.35	3.0%	\$31.83	\$84.87
	\$185.02	\$215.07	\$245.12	1/1/2029	12/31/2029	\$60.10	3.0%	\$32.78	\$87.42
	\$190.57	\$221.52	\$252.47	1/1/2030	12/31/2030	\$61.90	3.0%	\$33.77	\$90.04
	\$196.29	\$228.17	\$260.05	1/1/2031	3/31/2031	\$63.76	3.0%	\$34.78	\$92.74

Name/Job Title/Classification ¹	Hourly Billing Rates ²			Effective Date of Hourly Rate		Actual or Avg. Hourly Rate ⁴	% or \$ Increase	Hourly Range - for Classifications Only	
	Straight ³	OT(1.5x)	OT(2x)	From	To				
Staff	\$153.93	\$178.93	\$203.93	3/1/2026	12/31/2026	\$50.00		\$35.00	\$65.00
Drafting/GIS	\$158.54	\$184.29	\$210.04	1/1/2027	12/31/2027	\$51.50	3.0%	\$36.05	\$66.95
<i>Non-Exempt</i>	\$163.30	\$189.82	\$216.35	1/1/2028	12/31/2028	\$53.05	3.0%	\$37.13	\$68.96
	\$168.20	\$195.52	\$222.84	1/1/2029	12/31/2029	\$54.64	3.0%	\$38.25	\$71.03
	\$173.25	\$201.38	\$229.52	1/1/2030	12/31/2030	\$56.28	3.0%	\$39.39	\$73.16
	\$178.44	\$207.43	\$236.41	1/1/2031	3/31/2031	\$57.96	3.0%	\$40.57	\$75.35
Staff	\$107.75	\$125.25	\$142.75	3/1/2026	12/31/2026	\$35.00		\$25.00	\$45.00
Administrative Assistant	\$110.98	\$129.01	\$147.03	1/1/2027	12/31/2027	\$36.05	3.0%	\$25.75	\$46.35
<i>Non-Exempt</i>	\$114.31	\$132.88	\$151.44	1/1/2028	12/31/2028	\$37.13	3.0%	\$26.52	\$47.74
	\$117.74	\$136.86	\$155.99	1/1/2029	12/31/2029	\$38.25	3.0%	\$27.32	\$49.17
	\$121.27	\$140.97	\$160.67	1/1/2030	12/31/2030	\$39.39	3.0%	\$28.14	\$50.65
	\$124.91	\$145.20	\$165.49	1/1/2031	3/31/2031	\$40.57	3.0%	\$28.98	\$52.17
Gamez *, Staff	\$178.56	\$178.56	\$178.56	3/1/2026	12/31/2026	\$58.00		Not Applicable	
Field Supervisor	\$183.91	\$183.91	\$183.91	1/1/2027	12/31/2027	\$59.74	3.0%		
<i>Non-Exempt</i>	\$189.42	\$189.42	\$189.42	1/1/2028	12/31/2028	\$61.53	3.0%		
	\$195.12	\$195.12	\$195.12	1/1/2029	12/31/2029	\$63.38	3.0%		
	\$200.97	\$200.97	\$200.97	1/1/2030	12/31/2030	\$65.28	3.0%		
	\$207.00	\$207.00	\$207.00	1/1/2031	3/31/2031	\$67.24	3.0%		
Baumbach**, Moore**, Staff **	\$188.99	\$219.69	\$250.38	3/1/2026	12/31/2026	\$61.39		Published Prevailing Wage	
Field Technician - Group 2 (PW)	\$194.66	\$226.27	\$257.89	1/1/2027	12/31/2027	\$63.23	3.0%		
<i>Non-Exempt</i>	\$200.51	\$233.07	\$265.64	1/1/2028	12/31/2028	\$65.13	3.0%		
	\$206.51	\$240.05	\$273.59	1/1/2029	12/31/2029	\$67.08	3.0%		
	\$212.70	\$247.24	\$281.79	1/1/2030	12/31/2030	\$69.09	3.0%		
	\$219.07	\$254.65	\$290.23	1/1/2031	3/31/2031	\$71.16	3.0%		
Baumbach**, Moore**, Staff **	\$212.60	\$247.13	\$281.66	3/1/2026	12/31/2026	\$69.06		Published Prevailing Wage	
Field Technician - Group 2 (PW)	\$218.98	\$254.54	\$290.11	1/1/2027	12/31/2027	\$71.13	3.0%		
Night - 2nd Shift	\$225.53	\$262.16	\$298.79	1/1/2028	12/31/2028	\$73.26	3.0%		
<i>Non-Exempt</i>	\$232.31	\$270.04	\$307.77	1/1/2029	12/31/2029	\$75.46	3.0%		
	\$239.26	\$278.12	\$316.98	1/1/2030	12/31/2030	\$77.72	3.0%		
	\$246.44	\$286.46	\$326.49	1/1/2031	3/31/2031	\$80.05	3.0%		
Weatherford**, Vaio**, Staff **	\$165.29	\$192.13	\$218.98	3/1/2026	12/31/2026	\$53.69		Published Prevailing Wage	
Field Technician - Group 3 (PW)	\$170.24	\$197.89	\$225.54	1/1/2027	12/31/2027	\$55.30	3.0%		
<i>Non-Exempt</i>	\$175.35	\$203.83	\$232.31	1/1/2028	12/31/2028	\$56.96	3.0%		
	\$180.62	\$209.95	\$239.29	1/1/2029	12/31/2029	\$58.67	3.0%		
	\$186.04	\$216.25	\$246.47	1/1/2030	12/31/2030	\$60.43	3.0%		
	\$191.61	\$222.73	\$253.85	1/1/2031	3/31/2031	\$62.24	3.0%		

Name/Job Title/Classification ¹	Hourly Billing Rates ²			Effective Date of Hourly Rate		Actual or Avg. Hourly Rate ⁴	% or \$ Increase	Hourly Range - for Classifications Only
	Straight ³	OT(1.5x)	OT(2x)	From	To			
Weatherford**, Vaio**, Staff **	\$185.94	\$216.14	\$246.34	3/1/2026	12/31/2026	\$60.40		Published Prevailing Wage
Field Technician - Group 3 (PW)	\$191.52	\$222.62	\$253.73	1/1/2027	12/31/2027	\$62.21	3.0%	
Night - 2nd Shift	\$197.27	\$229.31	\$261.35	1/1/2028	12/31/2028	\$64.08	3.0%	
Non-Exempt	\$203.18	\$236.18	\$269.18	1/1/2029	12/31/2029	\$66.00	3.0%	
	\$209.28	\$243.27	\$277.26	1/1/2030	12/31/2030	\$67.98	3.0%	
	\$215.56	\$250.57	\$285.58	1/1/2031	3/31/2031	\$70.02	3.0%	
Weatherford**, Vaio**, Staff **	\$145.65	\$169.30	\$192.96	3/1/2026	12/31/2026	\$47.31		Published Prevailing Wage
Field Technician - Group 4 (PW)	\$150.02	\$174.38	\$198.75	1/1/2027	12/31/2027	\$48.73	3.0%	
Non-Exempt	\$154.51	\$179.61	\$204.70	1/1/2028	12/31/2028	\$50.19	3.0%	
	\$159.16	\$185.01	\$210.86	1/1/2029	12/31/2029	\$51.70	3.0%	
	\$163.93	\$190.56	\$217.18	1/1/2030	12/31/2030	\$53.25	3.0%	
	\$168.86	\$196.28	\$223.71	1/1/2031	3/31/2031	\$54.85	3.0%	
Weatherford**, Vaio**, Staff **	\$163.84	\$190.45	\$217.06	3/1/2026	12/31/2026	\$53.22		Published Prevailing Wage
Field Technician - Group 4 (PW)	\$168.77	\$196.18	\$223.59	1/1/2027	12/31/2027	\$54.82	3.0%	
Night - 2nd Shift	\$173.81	\$202.04	\$230.27	1/1/2028	12/31/2028	\$56.46	3.0%	
Non-Exempt	\$179.02	\$208.09	\$237.17	1/1/2029	12/31/2029	\$58.15	3.0%	
	\$184.37	\$214.32	\$244.26	1/1/2030	12/31/2030	\$59.89	3.0%	
	\$189.92	\$220.76	\$251.61	1/1/2031	3/31/2031	\$61.69	3.0%	

NOTES:

1. Key Personnel **must** be marked with an asterisk (*) and employees that are subject to prevailing wage requirements must be marked with two asterisks (**). All costs must comply with the Federal cost principles. Subconsultants will provide their own cost proposals.
2. The cost proposal format shall not be amended.
3. Billing rate = actual hourly rate * (1+ICR) * (1+Fee). Indirect cost rates shall be updated on an annual basis in accordance with the consultant's annual accounting period and established by a cognizant agency or accepted by Caltrans. All costs must comply with the Federal cost principles for reimbursement.
4. For named employees and key personnel enter the actual hourly rate. For classifications only, enter the Average Hourly Rate for that classification.

COST PROPOSAL

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

Consultant Geocon Consultants, Inc. Prime Consultant Subconsultant 2nd Tier Subconsultant
 Project No. _____ Contract No. _____ Date 1/28/2026

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

DESCRIPTION OF ITEM	Quantity	Unit	Unit Cost	Total
Equipment				\$ -
Pick-up Truck		day	\$ 160.00	\$ -
Nuclear Density Gauge		day	\$ 50.00	\$ -
Laboratory/Field Materials Testing				\$ -
Compaction Curves				\$ -
4-inch mold (D1557/D698)		each	\$ 300.00	\$ -
6-inch mold (D1557/D698)		each	\$ 300.00	\$ -
California Impact (CAL216)		each	\$ 300.00	\$ -
Check Point		each	\$ 150.00	\$ -
Soil and Aggregate Stability				\$ -
Resistance Value, R-Value (D2844/CAL301)		each	\$ 350.00	\$ -
R-Value, Treated (CAL301)		each	\$ 400.00	\$ -
California Bearing Ratio (D1883)		point	\$ 600.00	\$ -
Stabilization Ability of Lime (C977)		each	\$ 225.00	\$ -
Soil and Aggregate Properties				\$ -
#200 Wash (D1140/C117)		each	\$ 100.00	\$ -
Wet Sieve Analysis to #200 (D422/CAL202)		each	\$ 130.00	\$ -
Dry Sieve Analysis, 1.5"+ Aggregate (D6913)		each	\$ 350.00	\$ -
Hydrometer Analysis (D422)		each	\$ 200.00	\$ -
Sieve Analysis w/Hydrometer (D422)		each	\$ 250.00	\$ -
Specific Gravity, Soil (T100)		each	\$ 110.00	\$ -
Specific Gravity Coarse Aggregate (C127)		each	\$ 100.00	\$ -
Specific Gravity Fine Aggregate (C128)		each	\$ 110.00	\$ -
Moisture Determination, Tube Sample (D2216)		each	\$ 20.00	\$ -

Moisture Determination and Unit Weight (D2937)		each	\$ 40.00	\$ -
Atterberg Limits: Plasticity Index (D4318)		each	\$ 225.00	\$ -
Sand Equivalent (D2419/CAL217)		each	\$ 125.00	\$ -
pH and Resistivity (CAL643)		each	\$ 125.00	\$ -
Sulfate Content (CAL417)		each	\$ 100.00	\$ -
Chloride Content (CAL422)		each	\$ 75.00	\$ -
Organic Content (D2974)		each	\$ 85.00	\$ -
Cut/Extract Shelby Tube		each	\$ 100.00	\$ -
Shear Strength				\$ -
Unconfined Compression (D2166)		each	\$ 125.00	\$ -
Direct Shear (D3080)(3pt)		each	\$ 375.00	\$ -
Unconsolidated-Undrained Triaxial Shear (D2850)		point	\$ 150.00	\$ -
Unconsolidated-Undrained Triaxial Staged (D2850)		each	\$ 200.00	\$ -
Consolidated-Undrained Triaxial Shear (D4767)		point	\$ 350.00	\$ -
Consolidated-Undrained Triaxial Staged (D4767)		each	\$ 450.00	\$ -
Consolidated-Drained Triaxial Shear (EM1110)		point	\$ 400.00	\$ -
Consolidated-Drained Triaxial Staged (EM1110)		each	\$ 600.00	\$ -
Permeability, Consolidation and Expansion				\$ -
Permeability, Flexible Wall (D5084)		each	\$ 375.00	\$ -
Permeability, Rigid Wall (D5856)		each	\$ 375.00	\$ -
Consolidation (D2435)		point	\$ 75.00	\$ -
Expansion Index (D4829/UBC29-2)		each	\$ 250.00	\$ -
Swell/Collapse (D4546)		point	\$ 175.00	\$ -
Aggregate Quality				\$ -
Sieve Analysis to #200 (C136)		each	\$ 130.00	\$ -
L.A. Rattler Test (500 rev.)(C131)		each	\$ 225.00	\$ -
Durability Index (D3744/CAL229)		each	\$ 165.00	\$ -
Fine Aggregate Angularity (CAL234)		each	\$ 125.00	\$ -
Flat and Elongated Particles (D4791/CAL235)		each	\$ 150.00	\$ -
Percent Crushed Particles (CAL205)		each	\$ 150.00	\$ -
Hot Mix Asphalt				\$ -
HMA Air Voids, Gyrotory (T269)		each	\$ 600.00	\$ -
Hamburg Wheel Track (T324)		each	\$ 1,250.00	\$ -
Theoretical Max. Specific Gravity (D2041/CAL309)		each	\$ 225.00	\$ -
Ignition/Sieve Analysis (C136/CAL202)		each	\$ 230.00	\$ -
HMA Core Unit Weight (D1188/CAL308)		each	\$ 100.00	\$ -
% Asphalt, Ignition Method (D6307/CAL382)		each	\$ 150.00	\$ -

% Asphalt, Ignition Calibration (D6307/CAL382)		each	\$ 450.00	\$ -
Tensile Strength Ratio (T283)		each	\$ 1,250.00	\$ -
Concrete/Masonry/Reinforcing Steel				\$ -
Compressive Strength, Cast Cylinders (C39)		each	\$ 35.00	\$ -
Compressive Strength, Cores (C42)		each	\$ 100.00	\$ -
Flexural Strength Beam (C78/C293)		each	\$ 100.00	\$ -
Splitting Tensile Test (C496)		each	\$ 100.00	\$ -
DSA Masonry Shear (DSA-207)		each	\$ 100.00	\$ -
Shotcrete Panel Coring and Comp. Strength (C1140)		each	\$ 125.00	\$ -
Rebar Tensile/Bend (up to #11)		each	\$ 425.00	\$ -
Rebar Tensile/Bend (#11 and larger)		each	\$ 500.00	\$ -
CMU Compressive Strength (C140)		each	\$ 100.00	\$ -
Compressive Strength, Grout (C1019/UBC21-19)		each	\$ 35.00	\$ -
Compressive Strength, Mortar (C109/UBC21-15, 16)		each	\$ 35.00	\$ -
CMU Unit Weight, Dimension, Absorption (C140)		each	\$ 75.00	\$ -
Compressive Strength, Masonry Prism (C1314)		each	\$ 250.00	\$ -

Note: Add additional pages if necessary.

NOTES:

1. List other direct cost items with estimated costs. These costs should be competitive in their respective industries and supported with appropriate documentation.
2. Proposed ODC items should be consistently billed regardless of client and contract type.
3. Items when incurred for the same purpose, in like circumstance, should not be included in any indirect cost pool or in the overhead rate.
4. Items such as special tooling, will be reimbursed at actual cost with supporting documentation (invoice).
5. Items listed above that would be considered "tools of the trade" are not reimbursable as other direct cost.
6. Travel related costs should be pre-approved by the contracting agency and shall not exceed current State Department of Personnel Administration rules.
7. If mileage is claimed, the rate should be properly supported by the consultant's calculation of their actual costs for company vehicles. In addition, the miles claimed should be supported by mileage logs.
8. If a consultant proposes rental costs for a vehicle, the company must demonstrate that this is their standard procedure for all of their contracts and that they do not own any vehicles that could be used for the same purpose.
9. The cost proposal format shall not be amended. All costs must comply with the Federal cost principles.
10. Add additional pages if necessary.
11. Subconsultants must provide their own cost proposals.
12. Listed ODC costs subject to 5% discount for calendar year 2026

COST PROPOSAL

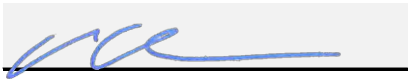
Certification of Direct Costs:

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:

- 7 Generally Accepted Accounting Principles (GAAP)
- 8 Terms and conditions of the contract
- 9 Title 23 United States Code Section 112 - Letting of Contracts
- 10 48 Code of Federal Regulations Part 31 - Contract Cost Principles and Procedures
- 11 23 Code of Federal Regulations Part 172 - Procurement, Management, and Administration of Engineering and Design Related Services
- 12 48 Code of Federal Regulations Part 9904 - Cost Accounting Standards Board (when applicable)

All costs must be applied consistently and fairly to all contracts. All documentation of compliance must be retained in the project files and be in compliance with applicable federal and state requirements. Costs that are noncompliant with the federal and state requirements are not eligible for reimbursement.

Prime Consultant or Subconsultant Certifying:

Name:	<u>Jeremy Zorne, PE, GE</u>	Title*:	<u>Vice President</u>
Signature:		Date of Certification: (mm/dd/yyyy)	<u>3/30/2026</u>
Email:	<u>zorne@geoconinc.com</u>	Phone Number:	<u>916.852.9118</u>
Address:	<u>3160 Gold Valley Drive, Suite 800, Rancho Cordova, CA 95742</u>		

* 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 this proposed contract:

On-Call Materials Testing and Geotechnical Engineering Services



5207 Minter Field Avenue
Shafter, CA 93263
Telephone: (661) 393-2748
Fax: (661) 393-2804
bobs@apartshafter.com
michaels@apartshafter.com



Asphalt Pavement & Recycling Technologies, Inc.

Schedule of Fees for 2026 (Subject to Change)

BINDER GRADE TESTING

AC-Graded Asphalt	ASTM D3381	\$ 690.00
AR-Grade Asphalt	ASTM D3381	\$ 690.00
PG Grade Determination	AASHTO R29 / ASTM D7463	\$ 965.00
PG Specification Compliance	AASHTO M320	\$ 765.00
Additional Testing for a Second Grade		\$ 175.00
PG Grade Determination	AASHTO M332 / ASTM D7463	\$ 965.00
PG Specification Compliance	AASHTO M332	\$ 765.00
Penetration Graded Asphalt	ASTM D946	\$ 635.00

ASPHALT CEMENT & LIQUID ASPHALT

Absolute Viscosity (by Vacuum Capillary)	AASHTO T202 / ASTM D2171	\$ 108.00
Ash Content	Various	\$ 97.00
Bending Beam Rheology	AASHTO T313 / ASTM D6648	\$ 172.00
Chemical Characteristics	ASTM D2006	\$ 985.00
Chemical Composition	ASTM D2007	\$ 885.00
Delta Tc Parameter	---	\$ 275.00
Distillation of Cutback Asphalts	AASHTO T78 / ASTM D402	\$ 170.00
Distillation of Petroleum Products	ASTM D86	\$ 140.00
Ductility (all Temperatures)	AASHTO T51 / ASTM D113	\$ 132.00
Dynamic Shear Rheology	AASHTO T315 / ASTM D7175	\$ 172.00
Elastic Recovery	AASHTO T301	\$ 132.00
Flash Point Cleveland Open Cup	AASHTO T48 / ASTM D92	\$ 123.00
Float Test	AASHTO T50 / ASTM D139	\$ 129.00
Force Ductility	AASHTO T300	\$ 166.00
Gravity, °API	ASTM D287	\$ 105.00
Heptane / Xylene Equivalent / Spot Test	AASHTO T102	\$ 152.00
Kinematic Viscosity (all Temperatures)	AASHTO T201 / ASTM D2170	\$ 108.00
Multiple Stress Creep Recovery (MSCR)	AASHTO T350 / ASTM D7405	\$ 172.00
n-Heptane Insolubles	ASTM D3279	\$ 148.00
n-Pentane Insolubles	ASTM D2006 / ASTM D2007	\$ 148.00
Penetration (all Temperatures)	AASHTO T49 / ASTM D5	\$ 97.00
Penetration on Residue of Cutbacks	ASTM D243	\$ 136.00
Polymer Asphalt Blends		
Extra Large (5 Gallon Batch)	-----	\$ 380.00
Large (1 Gallon Batch)	-----	\$ 250.00
Small (1 Quart Batch)	-----	\$ 155.00
Pressure Aging Vessel Conditioning	AASHTO R28 / ASTM D6521	\$ 135.00
Ring & Ball Softening Point	AASHTO T53 / ASTM D36	\$ 122.00
Rolling Thin Film Oven Exposure (RTFO)	AASHTO T240 / ASTM D2872	\$ 135.00
Excluding Mass Loss		
Rolling Thin Film Oven Exposure (RTFO)	AASHTO T240 / ASTM D2872	\$ 158.00
Including Mass Loss		
Rotational Viscosity (Thermosel)	AASHTO T316 / ASTM D4402	\$ 108.00
Separation	ASTM D7173	\$ 425.00
Solubility in N-Propyl Bromide	ASTM D7553	\$ 162.00
Solubility in Trichloroethylene	AASHTO T44 / ASTM D2042	\$ 162.00

ASPHALT CEMENT & LIQUID ASPHALT Cont'd

Solubility in Toluene	ASTM D5546	\$ 185.00
Specific Gravity	AASHTO T228 / ASTM D70	\$ 122.00
Thin Film Oven Exposure (TFO) Excluding Mass Loss	AASHTO T179 / ASTM D1754	\$ 135.00
Thin Film Oven Exposure (TFO) Including Mass Loss	AASHTO T179 / ASTM D1754	\$ 158.00
Torsional Recovery	CTM 332	\$ 170.00
Water in Petroleum Products	AASHTO T55 / ASTM D95	\$ 133.00

EMULSIFIED ASPHALT

Aggregate Coating	AASHTO T59 / ASTM D6998	\$ 98.00
Cement Mixing	AASHTO T59 / ASTM D6935	\$ 122.00
Demulsibility	AASHTO T59 / ASTM D6936	\$ 142.00
Density	AASHTO T59 / ASTM D6937	\$ 93.00
Miscibility	AASHTO T59 / ASTM D6999	\$ 87.00
Freezing	AASHTO T59 / ASTM D6929	\$ 87.00
Light Transmittance	-----	\$ 123.00
Particle Charge	AASHTO T59 / ASTM D7402	\$ 88.00
pH Determination	-----	\$ 85.00
Pumping Stability	-----	\$ 162.00
Residue by Distillation	AASHTO T59 / ASTM D6997	\$ 160.00
Residue by Evaporation	AASHTO T59 / ASTM D6934	\$ 135.00
	CTM 330 / CTM 331	
Rotational Viscosity (Paddle)	ASTM D7226	\$ 108.00
Saybolt Furol Viscosity (all Temperatures)	AASHTO T59 / ASTM D7496	\$ 108.00
Settlement, 5 Days	AASHTO T59 / ASTM D6930	\$ 165.00
Storage Stability, 1 Day	AASHTO T59 / ASTM D6930	\$ 165.00
Sieve Test	AASHTO T59 / ASTM D6933	\$ 93.00
Sweep Test of Emulsion Surface Treatment	ASTM D7000	\$ 220.00

SLURRY SEAL & MICROSURFACING SYSTEMS

Consistency Test	ISSA TB106 / ASTM D3910	\$ 97.00
Wet Track Abrasion	ISSA TB100 / ASTM D3910	\$ 182.00
Other Slurry Seal Tests	-----	Quote

MIXTURE TESTING

Abson Recovery of Asphalt from Solution	AASHTO T170 / ASTM D1856	\$	420.00
Draindown (Uncompacted Mix), OBC	AASHTO T305 / ASTM D6390	\$	3200.00
Gyratory Compaction			
4" Specimens or 6" Specimens	AASHTO T312 / ASTM D6975	\$	415.00
Hamburg Wheel Track	AASHTO T324	\$	1900.00
Ideal Ct	ASTM D8225	\$	1623.00
Ideal Rt	ASTM 8360	\$	1623.00
Marshall Compaction			
4" Specimens or 6" Specimens	AASHTO R68 / ASTM D6926	\$	325.00
Effect of Water on Bituminous Mixtures	ASTM D3625	\$	285.00
Extraction of Bitumen from Mixtures			
Asphalt Content	AASHTO T164 / ASTM D2172	\$	182.00
Rotovap Recovery of Asphalt from Solution	ASTM D5404	\$	420.00
Film Stripping	CTM 302	\$	200.00
Moisture Induced Damage Tests			
Tensile Strength (4 or 6 inch)	AASHTO T283 / ASTM D4867	\$	2995.00
Moisture Content	AASHTO T329	\$	142.00
Sieve Analysis of Extracted Aggregate	AASHTO T30 / ASTM D5444	\$	192.00
Bulk Specific Gravity	AASHTO T166 / ASTM D2726	\$	77.00
Bulk Specific Gravity Paraffin Coated	AASHTO T275 / ASTM D1188	\$	107.00
Bulk Specific Gravity (Corelock Method)	AASHTO T331 / ASTM D6752	\$	127.00
Maximum Theoretical Specific Gravity	AASHTO T209 / ASTM D2041	\$	201.00
Raveling	ASTM D7196 / CTM LP-8	\$	425.00

AGGREGATE TESTING

Cleanness Value			
2½-inch to ¾-inch Aggregate Size	CTM 227	\$	452.00
1-inch Maximum Aggregate Size	CTM 227	\$	258.00
Crushed Particles	CTM 205	\$	262.00
Durability	AASHTO T210 / ASTM D3744	\$	285.00
Flat & Elongated Particles	ASTM D4791	\$	278.00
LA Rattler	ASTM C131 / AASHTO T96	\$	367.00
Specific Gravity of Soils	AASHTO T100/ASTM D854	\$	148.00
Sieve Analysis with Wash	AASHTO T27 / ASTM C136	\$	192.00
Finer than #200 by Wash	AASHTO T11 / ASTM D1140	\$	121.00
Sand Equivalent	AASHTO T176 / ASTM D2419	\$	182.00
Soundness	AASHTO T104/ASTM C88	\$	895.00
Specific Gravity and Absorption of Coarse Agg.	AASHTO T85 / ASTM C127	\$	151.00
Specific Gravity and Absorption of Fine Agg.	AASHTO T84 / ASTM C128	\$	201.00
Vialit Chip Retention	CT	\$	455.00

ASPHALT RUBBER TESTING

CRUMB RUBBER MODIFIER (Scrap Tire and High Natural)

Gradation	CTM 385	\$ 142.00
Wire in CRM	CTM 385	\$ 142.00
Fabric in CRM	CTM 385	\$ 142.00
Particle Length	-----	\$ 162.00
Specific Gravity	CTM 208	\$ 212.00

ASPHALT MODIFIER

Kinematic Viscosity	ASTM D445	\$ 108.00
Flash Point Cleveland Open Cup	AASHTO T48 / ASTM D92	\$ 123.00
Molecular Analysis	ASTM D2007	\$ 885.00

DESIGN PROFILE

Viscosity, 190°C, cP	ASTM 7741	108.00
Cone Penetration	ASTM D217	\$ 106.00
Resilience	ASTM D5329	\$ 157.00
Ring & Ball Softening Point	AASHTO T53 / ASTM D36	\$ 122.00

ASPHALT RUBBER BLENDS

Large (1 Gallon Batch)	-----	\$ 250.00
Small (1 Quart Batch)	-----	\$ 155.00

MISCELLANEOUS TESTING

Evaluation of Surface Treatments

Micro-Recovery of Asphalt from Mix	CTM 365	\$ 185.00
Viscosity by Microviscometer	CTM 348	\$ 380.00
Set of 4 cores		\$ 985.00
Rotovap Recovery of Asphalt from Solution	ASTM D5404	420.00
Dynamic Shear Rheology	AASHTO T315 / ASTM D7175	\$ 172.00

Construction Paper

Moisture Resistance	ASTM D779	\$ 280.00
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RESEARCH SERVICES

Asphalt Binder Research	Quote
Asphalt Concrete Research	Quote
Construction Materials Research	Quote
Emulsion Chemistry Design	Quote
Emulsion Research	Quote
Emulsion Treated Base Research	Quote
Modified Hot Mix Design Research	Quote
Crumb Rubber Modified Mix Design	Quote
Roofing Products Research	Quote
Pavement Preservation Design	Quote

MISCELLANEOUS SERVICES

Consulting	\$ 224.00 / Hour
Specification Consultation	\$ 224.00 / Hour
Travel Time	\$ 88.00 / Hour
Mileage	\$ 0.675 / Mile

Pricing for other tests not listed will be charged at a fair market price when testing is performed.



DIR PW REG#1000001109

Proposal/Quote

AWP Safety - Sacramento
 License # 975518
 7920 Cucamonga Avenue
 Sacramento, CA 95826
 Ph (916) 452-4855
 Fax (916) 452-9322

BID DATE: 12/23/25

CONTRACT INFO

GEOCON - YOLO CO.HAZ MAT
 RFQ-2025-0013

PROPOSAL: 138929

ESTIMATOR

Kevin Hansen

CLIENT: EST
 ESTIMATING DEPARTMENT

PROJECT:
 GEOCON - YOLO CO.HAZ MAT TEST
 RFQ-2025-0013

ITEM #	DESCRIPTION	QUANTITY	PRICE	AMOUNT
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Proposal General Notes:
 THIS PROPOSAL AND ATTACHED PROVISIONS MUST BECOME A BINDING PART OF ANY SUBCONTRACT RATES ARE GOOD FOR 1ST YEAR OF THE CONTRACT (2026). PRICE ESCALATION OF 3% WILL BE APPLIED EACH YEAR THEREAFTER.

000 TRAFFIC CONTROL SYSTEM

SPECIFICATIONS:

- 1 LANE, 1 DIRECTION, 2 MILES, 1 T.C. TRUCK, 2 TECH *\$2,100.00/8 HRS.
 - Includes (1) on-ramp and (1) off ramp closures; NO detours
 - Connector/Ramp closure with Detour during lane closure *\$175.00/EACH
 - Additional Lanes, Ramps, and/or Miles *\$140.00/EACH
 - Additional T.C. Truck (no equipment) *\$380.00/SHIFT
 - Additional T.C. Tech *\$1,500.00/8 HRS.
 - Impact Attenuator Vehicle with Driver *\$1,825.00/8 HRS.
 - FLAGGING - 2 MEN / DAY (T-13)/NO Rumble Strips *\$2,100.00/8 HRS.
 - FLAGGING - 2 MEN / NIGHT (T-13)/NO Rumble Strips / 2 Light Sources *\$2,200.00/8 HRS.
 - FLAGGING - 2 MEN / DAY (T-13)/INCLUDES Rumble Strips *\$2,250.00/8 HRS.
 - FLAGGING - 2 MEN / NIGHT (T-13)/INCLUDES Rumble Strips / 2 Light Sources *\$2,300.00/8 HRS.
 - PILOT CAR with DRIVER *\$1,680.00/8 HRS.
- * EXCLUDES 'Portable Changeable Message Sign', 'Impact Attenuator Vehicle' or 'Portable Vehicle Speed feedback Sign'.
 - Contractor must provide Traffic Techs a 30 minute meal period. Missed meal periods will be billed at \$100.00/TC Tech after 5 HRS. A second missed meal period will be charged after 10 HRS.
 - Overtime \$155.00/8-12 hrs/man; Doubletime \$180.00/hr over 12 hrs/man.
 - Emergency Call-Out multiply above rates by 1.55
 - Saturday closures multiply above rates by 1.55; Sunday closures multiply by 1.95
 - Travel time will be billed at standard overtime and double time rates from Portal to Portal.
 - Traffic control system is a four (4) hour minimum charge at 75% of rates. Full rate charged after four (4) hours. The minimum charge will be applied to all cancellations with less than eight (8) hours notice. Apply 30 - 60 minutes for set up and pick up.
 NO RETENTION HELD FOR TRAFFIC CONTROL.

PORTABLE CHANGEABLE MESSAGE SIGN
 RENTAL RATES - \$300.00/DAY; \$825.00/1 WEEK; \$1,875.00/4 WEEKS
 \$300.00 Delivery & \$300.00 pick up each
 DAY rate is applied if STSSI maintains PCMS during traffic control operations.

PORTABLE VEHICLE SPEED FEEDBACK SIGN
 RENTAL RATES - \$150.00/DAY; \$360.00/1 WEEK; \$1,000.00/4 WEEKS
 \$300.00 Delivery & \$300.00 pick up each way.

ITEM #	DESCRIPTION	QUANTITY	PRICE	AMOUNT
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DAY rate is applied if STSSI maintains PVSFS during traffic control operations.

EXCLUSIONS:

TRAFFIC CONTROL TECHNICIAN / SUPERVISOR / MONITOR, AND ANY REPORTING.

PROPOSAL PROVISIONS - TC

SPECIFICATIONS:

- A signed contract and 15 working days notice must be given prior to any move in. This quote shall remain valid for 30 days from date of actual bid opening, unless otherwise agreed upon. PAYMENT TERMS ARE- 100%, NET 30 unless otherwise agreed upon.
- Unless stated otherwise, all permits and associated fees are excluded from Statewide Traffic Safety and Signs, Inc. dba AWP SAFETY's pricing.
- Lump sum items are based on "working days" listed in the Special Provisions or working days bid for this project. Additional compensation (standard rental rates) will be applied if working days are exceeded.
- Standards for 5 day work shift must be established IN WRITING prior to Statewide Traffic Safety and Signs, Inc. starting work.
- Rental equipment furnished and installed by Statewide Traffic Safety and Signs, Inc. dba AWP SAFETY may not be moved by anyone other than Statewide Traffic Safety and Signs, Inc. dba AWP SAFETY without prior approval.
- Traffic Control not included in installation, removal, or repair of any item. Stand-by time charged at \$225.00/hr.
- Portable equipment will be delivered and picked up from one location. Contractor to maintain. Contractor is liable for loss and or damaged equipment. Barricades do not include flashing lights or sign panels unless otherwise noted. - Contractor is liable for lost or damaged equipment removed or relocated by Contractor's forces.
- Statewide Traffic Safety and Signs, Inc. dba AWP SAFETY does not accept charges or back charges of any kind unless agreed to in writing prior to work beginning.
- Statewide Traffic Safety and Signs, Inc. dba AWP SAFETY shall fully indemnify Contractor for any liability arising out of Statewide Traffic Safety and Signs, Inc. dba AWP SAFETY work or products, but only to the extent of Statewide Traffic Safety and Signs, Inc. dba AWP SAFETY liability and not that of anyone else. Statewide Traffic Safety and Signs, Inc. dba AWP SAFETY maintains insurance coverage for their work hereunder, including \$2,000,000.00 Products- Comp/OP Agg and a 10/93 Additional Insured Endorsement.
- If there are any issues or concerns regarding Statewide Traffic Safety and Signs, Inc. dba AWP SAFETY products or work, Contractor shall promptly notify and give Statewide Traffic Safety and Signs, Inc. dba AWP SAFETY first opportunity to correct any such problems.
- All change order work must be approved by agency / owner prior to work being performed by Statewide Traffic Safety and Signs , Inc. dba AWP SAFETY.
- Acceptance of this quote is acceptance of these provisions, which shall prevail if in conflict with any other documents.
- No retention is to be held for Traffic Control and Equipment Rental.
- Traffic control pricing rates exclude any "Traffic Control Technician / Supervisor" on site.

TOTAL BID: _____

Signed: _____

Print: _____

Dated: _____

Title: _____

MIDDLE EARTH GEO TESTING, INC.



SCHEDULE OF RATES FOR GEOTECHNICAL SERVICES

2025

***effective 01/01/24

TRUCK or TRACK MOUNTED CPT: LUMP SUM RATES**

	RATE	UNIT	
Full Day Rate: 25 Ton CPT Rig (10 Hours <i>port-to-port</i>)	\$4,100.00	day	**
Half Day Rate: 25 Ton CPT Rig (6 Hours <i>port-to-port</i>)	\$2,800.00	1/2 day	**
Hourly Rate: For Onsite Time over Half/Full Day Rate Time Allotment	\$410.00	hour	

**LUMP SUM RATES INCLUDE MOBILIZATION AND ALL SERVICES, PORT-TO-PORT. THEY DO NOT INCLUDE PREVAILING WAGE COSTS.

SPECIAL SHIFT SURCHARGES**

	RATE	UNIT	
Saturday Surcharge*	\$750.00	day	
Sunday Surcharge*	\$1,000.00	day	
Nightwork Surcharge*		call and inquire	

*SURCHARGES ARE IN ADDITION TO THE FULL/HALF DAY RATE

MOBILIZATION (If charged outside Full/Half day Rates)

	RATE	UNIT	
CPT Rig with Support Truck	\$400.00	hour	
Per Diem	\$625.00	per day	2 Person Crew

PREVAILING WAGE RATES** (Hourly charge for Labor on PW Sites)

	RATE	UNIT	
Field Soils and Materials Tester/Laborer: Group 3 <i>REGULAR TIME RATE</i>	\$160.00	hour	per two man crew
Field Soils and Materials Tester/Laborer: Group 3 <i>OVERTIME RATE</i>	\$195.00	hour	per two man crew
Field Soils and Materials Tester/Laborer: Group 3 <i>DOUBLETIME RATE</i>	\$240.00	hour	per two man crew

****MINIMUM CPT CHARGE \$2800.00 (Half Day Rate)****

C57 License #: 899451, expires 06/30/2025

DIR Registration #: 1000016730

Middle Earth Geo Testing

23575 Cabot Blvd., Suite 211, Hayward, CA 94545

PHONE: 714-633-5025 FAX: 714-464-4336

www.middleearthgeo.com

FOR SCHEDULING & ESTIMATES:

Contact: Amanda Hancock

PHONE: 714-633-5025 x1651

EMAIL: amanda@megcpt.com



Typical Exploration 2026 Fees
 Prevailing Wage Charge-Out Rates
 Yolo County On-Call, "GEOCON"

Truck-Mounted Drill (2-Man Crew + Typical Support Equipment)	\$490.00 / Hr
Premium Truck-Mounted Drill (Over 8 Hours Daily)	\$560.00 / Hr
Track-Mounted Drill (2-Man Crew + Typical Support Equipment)	\$525.00 / Hr
Premium Track-Mounted Drill (Over 8 Hours Daily)	\$600.00 / Hr
Additional Drill Helper (Any Drill)	\$160.00 / Hr
Premium Additional Drill Helper (Any Drill)	\$185.00 / Hr
Standby 2-Man Drill Crew and Equipment (Any Drill)	\$435.00 / Hr
Standby 3-Man Drill Crew and Equipment (Any Drill)	\$530.00 / Hr
Daily Travel 2-Man Drill Crew and Equipment (Any Drill)	\$350.00 / Hr
Daily Travel 3-Man Drill Crew and Equipment (Any Drill)	\$390.00 / Hr
Operational Supervisor (Site Review, Consultation, etc.)	\$230.00 / Hr
CPT Testing, Electronic 20-Ton (Includes Data Report)	\$525.00 / Hr
Premium CPT Testing (Over 8 Hours Daily)	\$595.00 / Hr
CPT Seismic Testing (Supplemental, Data Processing Per Sounding)	\$ 77.00 / Ea
Over-Water Exploration (Float, Drill, 3-Man Crew + Support Equipment)	\$1,100.00 / Hr
PQ Triple Tube Diamond Bit Charge (Supplemental to Hourly Drill Rates)	\$ 25.00 / LF
HQ, NQ Triple Tube Diamond Bit Charge (Supplemental Rate)	\$ 23.00 / LF
Cuttings Disposal (By 55-Gallon DOT Drum; Non-Hazardous Only)	\$235.00 / Bbl
Cuttings Disposal (Cuttings in Tank or Bin; Non-Hazardous Only)	\$ 4.50 / Gal
Polaris 6X6 All-Terrain Support Vehicle (Billed Only as Used)	\$240.00 / Dy
Special Support Equipment (Grounding Mats, Portable Sanitary Facilities, Minuteman Drill, Water Truck, Forklift, Air Tools, etc.)	Quoted PER PROJECT
Per Diem Expense for Drill or CPT Crew Members (Minimum Rate)	\$260.00 / Dy*
SPT Energy Analysis (Site Specific, Includes Report, Not Travel)	\$3,000.00 / LS
Job Materials (Cement, Bentonite, Liners, Plastic Sheeting, etc.)	Cost + 15%
Outside Support Services (Equipment Rental, Fencing, Traffic Control, etc.)	Cost + 15%
Administrative Assistance (Project Labor Compliance, etc.)	\$150.00 / Hr

Note 1: Pay categories are based on current DIR posted rates for Water Well and Geologic Exploration Driller classification for the County where work is performed.

Note 2: Mobilization / Demobilization, Weekend Travel, Over-Water Work, Weekend Work, Portable Drill Work, Night Work (estimate 15% premium) and Emergency Work rates are quoted PER PROJECT.

Note 3: *Per Diem Expense is a Minimum of \$260.00 per day, per person; actual rates are based on project location, per current General Services Administration Rates.

V&W Drilling, Inc.

1133 Blackhurst Drive, Galt, CA 95632

(209) 469-7700 Kstroing@aol.com

Fee Schedule

Prices reflect invoices to be paid within 30 days of invoice date.
Additional charges will apply to invoices extending beyond 30 days.
Pricing may change without notice due to rapid inflation

Rig Rates

CME-75

Standard Rate	\$290.00/hour
Overtime Rate	\$435.00/hour
Double Time Rate	\$580.00/hour

CME-55 HT 4x4

Standard Rate	\$290.00/hour
Overtime Rate	\$435.00/hour
Double Time Rate	\$580.00/hour

CME-55

Standard Rate	\$290.00/hour
Overtime Rate	\$435.00/hour
Double Time Rate	\$580.00/hour

Equipment Rates

Service Truck	\$350.00/day
Pickup Truck	\$250.00/day
Steam Cleaner	\$150.00/day
Cement Mixer	\$150.00/day
Extra Man	\$90.00/hour
Standby Time	Rig Rate/hour
Per Diem	\$600.00/day (*price may vary)
HQ Core System	\$450.00/day
Air Compressor	\$900/day
Moyno Pump	\$100.00/day

Mobilization & Demobilization charged at rig rate.

For material pricing, please request an estimate for specific project.

**An additional \$90 per hour per employee (area pending) is will be charged for all prevailing wage projects. (1.5 x overtime and 2 x double time) + Clerical \$50 & training fund \$1.50 per employee per hour on site.

APPENDIX 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).