

CONSULTANT AGREEMENT

This Agreement for Engineering Consultant Services, hereinafter referred to as “the Agreement,” is made and entered into this 21st day of October, 2025, by and between the County of Fresno, a political subdivision of the State of California, hereinafter referred to as “the County”; and MGE Engineering, Inc., a California Corporation, whose address is 7415 Greenhaven Drive, Suite 100, Sacramento, CA 95831, hereinafter referred to as “the Consultant”.

Recitals

A. The Consultant has been selected to prepare Plans, Specifications, Engineer’s Estimate, and to provide other engineering services required for the design for the Delta-Mendota Canal Bridge Replacement on Nees Avenue project (“Project”); and

B. The Consultant has been selected in accordance with the County’s Ordinance Code Chapter 4.10 on the selection of architects, engineers, and other professionals, and in accordance with Chapter 10 of the California Department of Transportation’s (Caltrans) Local Assistance Procedures Manual (LAPM), to provide professional services necessary for the Project, as specified herein; and

C. The Agreement has been extended twice in writing (A-14-508) and expired on August 26, 2024. The Project is not yet complete due to a lengthy environmental process, including permit acquisition from the Bureau of Reclamation and right-of-way issues.

D. The Program Manager identified in Article 5.1 is designated as the Contract Administrator for the Agreement on behalf of the County, and shall remain so unless the Consultant is otherwise notified in writing by the County’s Director of Public Works and Planning or his/her designee(s) (“Director”); and

E. The Consultant’s Project Manager is designated in Article 5.1 for the Agreement, and shall remain so unless the Consultant requests and the Director approves, in writing, a change of the Consultant’s Project Manager, which approval will not be unreasonably withheld; and

F. Said Agreement is subject to Title 49 Code of Federal Regulations (“49 CFR”), Part 26 Participation by Disadvantaged Business Enterprises in Caltrans Financial Assistance Programs, Disadvantaged Business Enterprise programs established by other federal agencies and/or the

County's Disadvantaged Business Enterprise Program ("DBE Program(s)"). The Disadvantaged Business Enterprise Program and Disadvantaged Business Enterprise in Airport Concessions Program Implementation Modifications are currently subject to the Interim Final Rule issued by the Department of Transportation on October 3, 2025. In compliance with the Interim Final Rule, no Disadvantaged Business Enterprise goals, or race or gender data collection apply to this Agreement.

The parties therefore agree as follows:

Article 1

Consultant 's Services

1.1 **Scope of Services.** The Consultant shall perform all of the services provided in Exhibit A to this Agreement, titled "Scope of Work."

1.2 **Representation.** The Consultant represents that it is qualified, ready, willing, and able to perform all of the services provided in this Agreement.

1.3 **Compliance with Laws.** The Consultant shall, at its own cost, comply with all applicable federal, state, and local laws and regulations in the performance of its obligations under this Agreement, including but not limited to workers compensation, labor, and confidentiality laws and regulations.

1.4 The Consultant's Project team staff shall be as listed in Exhibit B, attached and incorporated by this reference. Any substitutions of personnel shall be approved by the Contract Administrator, approval of which shall not be unreasonably withheld. The Consultant shall notify the Contract Administrator of the names and classifications of employees assigned to each specific Project and shall not reassign such employees to other projects of the Consultant without notification to and prior approval by the Contract Administrator.

1.5 The Consultant may retain, as subconsultants, specialists as the Consultant requires to assist in completing the work in accordance with this Agreement and Article 17 "Disadvantaged Business Enterprises". The subconsultants shall be listed in Exhibit B, attached and incorporated by this reference.

1.6 The Consultant's services shall be performed as expeditiously as is consistent with

professional skill and the orderly progress of the work, based on schedules for each specific Project mutually agreed upon in advance by the Contract Administrator and the Consultant, and consistent with schedules established under Article 3, "Compensation, Invoices, and Payments."

1.7 The Consultant shall be fully informed regarding the requirements of 49 CFR, Part 26 and Caltrans' Disadvantage Business Enterprise program developed pursuant to the regulations incorporated herein.

Article 2

County's Responsibilities

2.1 The County shall provide the services and materials listed below in support of the Consultant's professional services. The County does not give warranty, expressed or implied, regarding the accuracy of studies and reports. The Consultant will be responsible for the evaluation of all information supplied by the County.

(A) Provide a County representative.

(B) Loan or provide copies of as-built plans, bridge reports and any other reports or documents to Consultant as may be available or deemed necessary.

(C) Examine documents submitted to County by Consultant and timely render decisions pertaining thereto.

(D) Oversee design work, integration of mitigation measures into final construction plans, bidding and award, and construction of the Project.

(E) Oversee environmental studies and reports, and with proactive and ongoing assistance from the Consultant, prepare the appropriate environmental documentation in accordance with the California Environmental Quality Act (CEQA) and the National Environmental Protection Act (NEPA).

(F) Submit applications, assisted by the Consultant as described previously, to obtain all required permits from all affected agencies.

(G) Pay all fees for required agency reviews and permits.

1 (H) Attend and participate in meetings with the Consultant and other agencies as
2 necessary.

3 **Article 3**

4 **Compensation, Invoices, and Payments**

5 3.1 The County agrees to pay, and the Consultant agrees to receive, compensation for
6 the performance of its services under this Agreement as described in this Article 3.

7 3.2 **Maximum Compensation.** The maximum compensation to be paid under this
8 Agreement is Two Hundred Seventy-One Thousand Three Hundred Seventy-Eight Dollars
9 (\$271,378). The Consultant acknowledges that the County is a local government entity and does
10 so with notice that the County's powers are limited by the California Constitution and by State law,
11 and with notice that Consultant may receive compensation under this Agreement only for services
12 performed according to the terms of this Agreement and while this Agreement is in effect, and
13 subject to the maximum amount payable under this section. The Consultant further acknowledges
14 that County employees have no authority to pay the Consultant except as expressly provided in
15 this Agreement.

16 3.3 **Consultant Fee.** The approved Consultant's Cost Proposal is attached as Exhibit B
17 and incorporated by this reference as though fully set forth herein. If there is any conflict between
18 the provisions set forth in the text of this Agreement and the approved Cost Proposal (Exhibit B),
19 this Agreement shall take precedence.

20 3.4 **Invoices.** The Consultant shall submit invoices electronically to
21 PWPBusinessOffice@fresnocountyca.gov. The Consultant shall submit each invoice within sixty
22 (60) days after the month in which the Consultant performs services and in any case within sixty
23 (60) days after the end of the term or termination of this Agreement. Invoices shall clearly identify
24 the Phase and Task of the work, the Notice to Proceed number and the date(s) on which the work
25 was performed and shall be submitted with the documentation.

26 3.5 **Payment.** The County shall pay each correctly completed and timely submitted
27 invoice within forty-five (45) days after receipt. The County shall remit any payment to the
28 Consultant's address specified in the invoice.

3.6 **Incidental Expenses.** The Consultant is solely responsible for all of its costs and expenses that are not specified as payable by the County under this Agreement.

Article 4

Term of Agreement

4.1 **Term.** This Agreement will be effective upon execution and shall terminate five (5) years from the effective date, unless prior to its expiration its term is extended in writing, for a maximum of two (2) additional one-year periods, by mutual consent of the Director and the Consultant., except as provided in section 4.2, "Extension," or Article 6, "Termination and Suspension," below.

4.2 **Extension.** The term of this Agreement may be extended for no more than two (2), one-year periods only upon written approval of both parties at least thirty (30) days before the first day of the one-year extension period. The Director of Public Works and Planning or his or her designee is authorized to sign the written approval on behalf of the County based on the Consultant's satisfactory performance. The extension of this Agreement by the County is not a waiver or compromise of any default or breach of this Agreement by the Consultant existing at the time of the extension whether or not known to the County.

Article 5

Notices

5.1 **Contact Information.** The persons and their addresses having authority to give and receive notices provided for or permitted under this Agreement include the following:

For the County:

Department of Public Works and Planning
Erin Haagenson, Program Manager
2220 Tulare Street, 6th Floor, Fresno, CA 93721
559-388-7292
ehaagenson@fresnocountyca.gov

For the Consultant:

MGE Engineering, Inc.
Stephen Hawkins, PE
7415 Greenhaven Drive, Suite 100
Sacramento, CA 95831
shawkins@mgeeng.com

5.2 **Change of Contact Information.** Either party may change the information in

section 5.1 by giving notice as provided in section 5.3.

5.3 **Method of Delivery.** Each notice between the County and the Consultant provided for or permitted under this Agreement must be in writing, state that it is a notice provided under this Agreement, and be delivered either by personal service, by first-class United States mail, by an overnight commercial courier service, or by Portable Document Format (PDF) document attached to an email.

(A) A notice delivered by personal service is effective upon service to the recipient.

(B) A notice delivered by first-class United States mail is effective three (3) County business days after deposit in the United States mail, postage prepaid, addressed to the recipient.

(C) A notice delivered by an overnight commercial courier service is effective one County business day after deposit with the overnight commercial courier service, delivery fees prepaid, with delivery instructions given for next-day delivery, addressed to the recipient.

(D) A notice delivered by PDF document attached to an email is effective when transmission to the recipient is completed (but, if such transmission is completed outside of County business hours, then such delivery is deemed to be effective at the next beginning of a County business day), provided that the sender maintains a machine record of the completed transmission.

5.4 **Claims Presentation.** For all claims arising from or related to this Agreement, nothing in this Agreement establishes, waives, or modifies any claims presentation requirements or procedures provided by law, including the Government Claims Act (Division 3.6 of Title 1 of the Government Code, beginning with section 810).

Article 6

Termination and Suspension

6.1 **Termination for Non-Allocation of Funds.** The terms of this Agreement are contingent on the approval of funds by the appropriating government agency. If sufficient funds are not allocated, then the County, upon at least thirty (30) days' advance written notice to the Consultant, may:

1 (A) Modify the services provided by the Consultant under this Agreement; or

2 (B) Terminate this Agreement.

3 **6.2 Termination for Breach.**

4 (A) Upon determining that a breach (as defined in paragraph (C) below) has occurred, the
5 County may give written notice of the breach to the Consultant. The written notice may
6 suspend performance under this Agreement and must provide at least thirty (30) days for
7 the Consultant to cure the breach.

8 (B) If the Consultant fails to cure the breach to the County's satisfaction within the time
9 stated in the written notice, the County may terminate this Agreement immediately.

10 (C) For purposes of this section, a breach occurs when, in the determination of the County,
11 the Consultant has:

- 12 (1) Obtained or used funds illegally or improperly;
- 13 (2) Failed to comply with any part of this Agreement;
- 14 (3) Submitted a substantially incorrect or incomplete report to the County; or
- 15 (4) Improperly performed any of its obligations under this Agreement.

16 **6.3 Termination without Cause.** In circumstances other than those set forth above, the
17 County may terminate this Agreement by giving at least thirty (30) days advance written notice to
18 the Consultant.

19 **6.4 No Penalty or Further Obligation.** Any termination of this Agreement by the County
20 under this Article 6 is without penalty to or further obligation of the County.

21 **6.5 County's Rights upon Termination.** Upon termination for breach under this Article
22 6, the County may demand repayment by the Consultant of any monies disbursed to the
23 Consultant under this Agreement that, in the County's sole judgment, were not expended in
24 compliance with this Agreement. The Consultant shall promptly refund all such monies upon
25 demand. This section survives the termination of this Agreement.

1 **Article 7**

2 **Independent Contractor**

3 7.1 **Status.** In performing under this Agreement, the Consultant, including its officers,
4 agents, employees, and volunteers, is at all times acting and performing as an independent
5 Consultant, in an independent capacity, and not as an officer, agent, servant, employee, joint
6 venturer, partner, or associate of the County.

7 7.2 **Verifying Performance.** The County has no right to control, supervise, or direct the
8 manner or method of the Consultant's performance under this Agreement, but the County may
9 verify that the Consultant is performing according to the terms of this Agreement.

10 7.3 **Benefits.** Because of its status as an independent Consultant, the Consultant has no
11 right to employment rights or benefits available to County employees. The Consultant is solely
12 responsible for providing to its own employees all employee benefits required by law. The
13 Consultant shall save the County harmless from all matters relating to the payment of Consultant's
14 employees, including compliance with Social Security withholding and all related regulations.

15 7.4 **Services to Others.** The parties acknowledge that, during the term of this Agreement,
16 the Consultant may provide services to others unrelated to the County.

17 **Article 8**

18 **Indemnity and Defense**

19 8.1 The Consultant shall defend, hold harmless, and indemnify the County, its officers,
20 agents, and employees, against the payment of any and all costs and expenses (including
21 reasonable attorney fees and court costs), damages, claims, suits, losses, and liability for bodily
22 and personal injury to or death of any person or for loss of any property resulting from or arising
23 out of any negligent or wrongful acts, errors or omissions of the Consultant, its officers, agents,
24 and employees, in performing or failing to perform any work, services, or functions under this
25 Agreement.

26 8.2 The County and the Consultant hereby declare their mutual intent to cooperate in the
27 defense of any claim, suit, or other action alleging liability, arising from the performance or failure
28 to perform of any County construction contractor or subcontractor in connection with any project

1 for which the Consultant has been retained under the Recitals above. Such cooperation may
2 include an agreement to prepare and present a cooperative defense after consultation with the
3 Consultant's professional liability insurance carrier.

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5 **Article 9**

6 **Insurance**

7 9.1 The Consultant shall comply with all the insurance requirements in Exhibit C to this
8 Agreement.

9 **Article 10**

10 **Inspections, Audits, and Public Records**

11 10.1 **Inspection of Documents.** The Consultant shall make available to the County, and
12 the County may examine at any time during business hours and as often as the County deems
13 necessary, all of the Consultant's records and data with respect to the matters covered by this
14 Agreement, excluding attorney-client privileged communications. The Consultant shall, upon
15 request by the County, permit the County to audit and inspect all of such records and data to
16 ensure the Consultant's compliance with the terms of this Agreement.

17 10.2 **State Audit Requirements.** If the compensation to be paid by the County under this
18 Agreement exceeds \$10,000, the Consultant is subject to the examination and audit of the
19 California State Auditor, as provided in Government Code section 8546.7, for a period of three
20 (3) years after final payment under this Agreement. This section survives the termination of this
21 Agreement.

22 10.3 **Public Records.** The County is not limited in any manner with respect to its public
23 disclosure of this Agreement or any record or data that the Consultant may provide to the County.
24 The County's public disclosure of this Agreement or any record or data that the Consultant may
25 provide to the County may include but is not limited to the following:

26 (A) The County may voluntarily, or upon request by any member of the public or
27 governmental agency, disclose this Agreement to the public or such governmental agency.

28 (B) The County may voluntarily, or upon request by any member of the public or

1 governmental agency, disclose to the public or such governmental agency any record or
2 data that the Consultant may provide to the County, unless such disclosure is prohibited
3 by court order.

4 (C) This Agreement, and any record or data that the Consultant may provide to the
5 County, is subject to public disclosure under the Ralph M. Brown Act (California
6 Government Code, Title 5, Division 2, Part 1, Chapter 9, beginning with section 54950).

7 (D) This Agreement, and any record or data that the Consultant may provide to the
8 County, is subject to public disclosure as a public record under the California Public
9 Records Act (California Government Code, Title 1, Division 10, beginning with section
10 7920.000) ("CPRA").

11 (E) This Agreement, and any record or data that the Consultant may provide to the
12 County, is subject to public disclosure as information concerning the conduct of the
13 people's business of the State of California under California Constitution, Article 1, section
14 3, subdivision (b).

15 (F) Any marking of confidentiality or restricted access upon or otherwise made with
16 respect to any record or data that the Consultant may provide to the County shall be
17 disregarded and have no effect on the County's right or duty to disclose to the public or
18 governmental agency any such record or data.

19 **10.4 Public Records Act Requests.** If the County receives a written or oral request under
20 the CPRA to publicly disclose any record that is in the Consultant's possession or control, and
21 which the County has a right, under any provision of this Agreement or applicable law, to possess
22 or control, then the County may demand, in writing, that the Consultant deliver to the County, for
23 purposes of public disclosure, the requested records that may be in the possession or control of
24 the Consultant. Within five (5) business days after the County's demand, the Consultant shall (a)
25 deliver to the County all of the requested records that are in the Consultant's possession or control,
26 together with a written statement that the Consultant, after conducting a diligent search, has
27 produced all requested records that are in the Consultant's possession or control, or (b) provide
28 to the County a written statement that the Consultant, after conducting a diligent search, does not

1 possess or control any of the requested records. The Consultant shall cooperate with the County
2 with respect to any County demand for such records. If the Consultant wishes to assert that any
3 specific record or data is exempt from disclosure under the CPRA or other applicable law, it must
4 deliver the record or data to the County and assert the exemption by citation to specific legal
5 authority within the written statement that it provides to the County under this section. The
6 Consultant's assertion of any exemption from disclosure is not binding on the County, but the
7 County will give at least ten (10) days' advance written notice to the Consultant before disclosing
8 any record subject to the Consultant's assertion of exemption from disclosure. The Consultant
9 shall indemnify the County for any court-ordered award of costs or attorney's fees under the CPRA
10 that results from the Consultant's delay, claim of exemption, failure to produce any such records,
11 or failure to cooperate with the County with respect to any County demand for any such records.

12 **Article 11**

13 **Disclosure of Self-Dealing Transactions**

14 11.1 **Applicability.** This Article 11 applies if the Consultant is operating as a corporation
15 or changes its status to operate as a corporation.

16 11.2 **Duty to Disclose.** If any member of the Consultant's board of directors is party to a
17 self-dealing transaction, he or she shall disclose the transaction by completing and signing a "Self-
18 Dealing Transaction Disclosure Form" (Exhibit D to this Agreement) and submitting it to the
19 County before commencing the transaction or immediately after.

20 11.3 **Definition.** "Self-dealing transaction" means a transaction to which the Consultant is
21 a party and in which one or more of its directors, as an individual, has a material financial interest.

22 **Article 12**

23 **General Terms**

24 12.1 **Modification.** Except as provided in Article 6, "Termination and Suspension," this
25 Agreement may not be modified, and no waiver is effective, except by written Agreement signed
26 by both parties. The Consultant acknowledges that County employees have no authority to modify
27 this Agreement except as expressly provided in this Agreement.

1 12.2 **Non-Assignment.** Neither party may assign its rights or delegate its obligations under
2 this Agreement without the prior written consent of the other party.

3 12.3 **Governing Law.** The laws of the State of California govern all matters arising from or
4 related to this Agreement.

5 12.4 **Jurisdiction and Venue.** This Agreement is signed and performed in Fresno County,
6 California. Consultant consents to California jurisdiction for actions arising from or related to this
7 Agreement, and, subject to the Government Claims Act, all such actions must be brought and
8 maintained in Fresno County.

9 12.5 **Construction.** The final form of this Agreement is the result of the parties' combined
10 efforts. If anything in this Agreement is found by a court of competent jurisdiction to be ambiguous,
11 that ambiguity shall not be resolved by construing the terms of this Agreement against either party.

12 12.6 **Days.** Unless otherwise specified, "days" means calendar days.

13 12.7 **Headings.** The headings and section titles in this Agreement are for convenience only
14 and are not part of this Agreement.

15 12.8 **Severability.** If anything in this Agreement is found by a court of competent jurisdiction
16 to be unlawful or otherwise unenforceable, the balance of this Agreement remains in effect, and
17 the parties shall make best efforts to replace the unlawful or unenforceable part of this Agreement
18 with lawful and enforceable terms intended to accomplish the parties' original intent.

19 12.9 **Nondiscrimination.** During the performance of this Agreement, the Consultant shall
20 not unlawfully discriminate against any employee or applicant for employment, or recipient of
21 services, because of race, religious creed, color, national origin, ancestry, physical disability,
22 mental disability, medical condition, genetic information, marital status, sex, gender, gender
23 identity, gender expression, age, sexual orientation, military status or veteran status pursuant to
24 all applicable State of California and federal statutes and regulation.

25 12.10 **No Waiver.** Payment, waiver, or discharge by the County of any liability or obligation
26 of the Consultant under this Agreement on any one or more occasions is not a waiver of
27 performance of any continuing or other obligation of the Consultant and does not prohibit
28 enforcement by the County of any obligation on any other occasion.

1 12.11 **Entire Agreement.** This Agreement, including its exhibits, is the entire Agreement
2 between the Consultant and the County with respect to the subject matter of this Agreement, and
3 it supersedes all previous negotiations, proposals, commitments, writings, advertisements,
4 publications, and understandings of any nature unless those things are expressly included in this
5 Agreement. If there is any inconsistency between the terms of this Agreement without its exhibits
6 and the terms of the exhibits, then the inconsistency will be resolved by giving precedence first to
7 the terms of this Agreement without its exhibits, and then to the terms of the exhibits.

8 12.12 **No Third-Party Beneficiaries.** This Agreement does not and is not intended to create
9 any rights or obligations for any person or entity except for the parties.

10 12.13 **Authorized Signature.** The Consultant represents and warrants to the County that:

11 (A) The Consultant is duly authorized and empowered to sign and perform its obligations
12 under this Agreement.

13 (B) The individual signing this Agreement on behalf of the Consultant is duly authorized to
14 do so and his or her signature on this Agreement legally binds the Consultant to the terms
15 of this Agreement.

16 12.14 **Electronic Signatures.** The parties agree that this Agreement may be executed by
17 electronic signature as provided in this section.

18 (A) An "electronic signature" means any symbol or process intended by an individual
19 signing this Agreement to represent their signature, including but not limited to (1) a digital
20 signature; (2) a faxed version of an original handwritten signature; or (3) an electronically
21 scanned and transmitted (for example by PDF document) version of an original
22 handwritten signature.

23 (B) Each electronic signature affixed or attached to this Agreement (1) is deemed
24 equivalent to a valid original handwritten signature of the person signing this Agreement
25 for all purposes, including but not limited to evidentiary proof in any administrative or
26 judicial proceeding, and (2) has the same force and effect as the valid original handwritten
27 signature of that person.

28 (C) The provisions of this section satisfy the requirements of Civil Code section 1633.5,

subdivision (b), in the Uniform Electronic Transaction Act (Civil Code, Division 3, Part 2, Title 2.5, beginning with section 1633.1).

(D) Each party using a digital signature represents that it has undertaken and satisfied the requirements of Government Code section 16.5, subdivision (a), paragraphs (1) through (5), and agrees that each other party may rely upon that representation.

(E) This Agreement is not conditioned upon the parties conducting the transactions under it by electronic means and either party may sign this Agreement with an original handwritten signature.

12.15 **Counterparts.** This Agreement may be signed in counterparts, each of which is an original, and all of which together constitute this Agreement.

Article 13

Conflict of Interest

13.1 The Consultant shall comply with the provisions of the Fresno County Department of Public Works and Planning Conflict of Interest Code, attached as Exhibit E and incorporated by this reference. Such compliance shall include the filing of annual statements pursuant to the regulations of the State Fair Political Practices Commission including, but not limited to, portions of Form 700.

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

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

13.4 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. 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.

13.5 An affiliated firm is one which is subject to the control of the same persons, through joint ownership or otherwise.

Article 14

Errors or Omissions Claims and Disputes

14.1 Definitions:

(A) "Consultant" is a duly licensed Architect or Engineer, or other provider of professional services, acting as a business entity (owner, partnership, corporation, joint venture or other business association) in accordance with the terms of an Agreement with the County.

(B) "Claim" is a demand or assertion by one of the parties seeking, as a matter of right, adjustment or interpretation of contract terms, payment of money, extension of time, change orders, or other relief with respect to the terms of the contract. The term "Claim" also includes other disputes and matters in question between the County and the Consultant arising out of or relating to this Agreement. Claims must be made by written notice. The provisions of Government Code section 901, et seq., shall apply to every claim made to the County. The responsibility to substantiate claims shall rest with the party making the claim. The term "Claim" also includes any allegation of an error or omission by the Consultant.

14.2 If the Director believes the Consultant's work under this Agreement includes negligent errors or omissions, or that the Consultant may otherwise have failed to comply with the provisions of this Agreement, either generally or in connection with its duties as associated with a particular Project; and that the cause(s) for a claim by the construction Consultant may be attributable, in whole or in part, to such conduct on the part of the Consultant. Consultant upon notice by the

1 Director, the payments to the Consultant for such arguably deficient services shall be held in
2 suspense by the County until a final determination has been made, of the proportion that the
3 Consultant's fault bears to the fault of all other parties concerned.

4 (A) Such amounts held in suspense shall not be paid to the Consultant, pending the final
5 determination as to the Consultant's proportional fault. However, the appropriate
6 percentage of such amount held in suspense shall be paid to the Consultant, once a final
7 determination has been made, and the Consultant thereafter submits a proper invoice to
8 the County. Payment shall be issued in accordance with the procedure outlined in Article
9 3 "Compensation, Invoices, and Payments."

10 **Article 15**

11 **Ownership of Data**

12 15.1 All documents, including preliminary documents, calculations, and survey data,
13 required in performing services under this Agreement shall be submitted to, and shall remain at
14 all times the property of the County regardless of whether they are in the possession of the
15 Consultant or any other person, firm, corporation, or agency.

16 15.2 The Consultant understands and agrees the County shall retain full ownership rights
17 of the work product of the Consultant for the Project, to the fullest extent permitted by law. In this
18 regard, the Consultant acknowledges and agrees the Consultant's services are on behalf of the
19 County and are "works made for hire," as that term is defined in copyright law, by the County; that
20 the work product to be prepared by the Consultant are for the sole and exclusive use of the County,
21 and that the County shall be the sole owner of all patents, copyrights, trademarks, trade secrets
22 and other rights and contractual interests in connection therewith which are developed and
23 compensated solely under this Agreement; that all the rights, title and interest in and to the work
24 product will be transferred to the County by the Consultant to the extent the Consultant has an
25 interest in and authority to convey such rights; and the Consultant will assist the County to obtain
26 and enforce patents, copyrights, trademarks, trade secrets, and other rights and contractual
27 interests relating to said work product, free and clear of any claim by the Consultant or anyone
28 claiming any right through the Consultant. The Consultant further acknowledges and agrees the

County's ownership rights in such work product, shall apply regardless of whether such work product, or any copies thereof, are in possession of the Consultant, or any other person, firm, corporation, or entity.

15.3 If this Agreement is terminated during or at the completion of any Project phase, electronic and reproducible copies of report(s) or preliminary documents shall be submitted by the Consultant to the County, which may use them to complete the Project(s) at a future time.

15.4 The files provided by the Consultant to the County are submitted for an acceptance period lasting until the expiration of this Agreement (i.e., throughout the duration of the contract term, including any extensions). Any defects the County discovers during such acceptance period shall be reported to the Consultant and shall be corrected as part of the Consultant's "Basic Scope of Work."

Article 16

State Prevailing Wage Rates

16.1 The Consultant shall comply with the State of California's General Prevailing Wage Rate requirements in accordance with California Labor Code, Section 1770, and all Federal, State, and local laws and ordinances applicable to the work.

16.2 Any subcontract entered into as a result of this Agreement if for more than \$25,000 for public works construction or more than \$15,000 for the alteration, demolition, repair, or maintenance of public works, shall contain all of the provisions of this Article 18.

16.3 No Consultant or Subconsultants 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.

Article 17

Disadvantaged Business Enterprises (DBE) Participation

17.1 This Agreement is subject to 49 Code of Federal Regulations (hereinafter referred to as "49 CFR"), Part 26 Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs, Disadvantaged Business Enterprise programs

1 established by other federal agencies and/or the County's Disadvantaged Business Enterprise
2 Program (all of which are hereinafter referred to as "DBE Program(s)").

3 17.2 The Consultant is responsible for being fully informed regarding the requirements of
4 49 CFR, Part 26 and the Caltrans Disadvantaged Business Enterprise program developed
5 pursuant to the regulations.

6 **Article 18**

7 **Rebates, Kickbacks or Other Unlawful Consideration**

8 18.1 The Consultant warrants that this Agreement was not obtained or secured through
9 rebates, kickbacks or other unlawful consideration, either promised or paid to any County
10 employee. For breach or violation of this warranty, the County shall have the right, in its discretion,
11 to terminate this Agreement without liability; or to pay only for the value of the work actually
12 performed; or to deduct from this Agreement the price or consideration, or otherwise recover, the
13 full amount of such rebate, kickback or other unlawful consideration.

14 **Article 19**

15 **Prohibition of Expending County State or Federal Funds for Lobbying**

16 19.1 The Consultant hereby certifies to the best of his or her knowledge and belief that:
17 *"No state, federal or County appropriated funds have been paid, or will be paid by or on behalf of*
18 *the Consultant to any person for influencing or attempting to influence an officer or employee of*
19 *any state or federal agency; a Member of the State Legislature or United States Congress; an*
20 *officer or employee of the Legislature or Congress; or any employee of a Member of the*
21 *Legislature or Congress, in connection with any of the following:*

22 *(A) the awarding of any state or federal contract;*

23 *(B) the making of any state or federal grant;*

24 *(C) the making of any state or federal loan;*

25 *(D) the entering into of any cooperative Agreement, or*

26 *(E) the extension, continuation, renewal, amendment, or modification of any state or*
27 *federal contract, grant, loan, or cooperative Agreement."*

28 ///

19.2 If any funds other than federally appropriated funds have been paid, or will be paid to any person for influencing or attempting to influence an officer or employee of any federal agency; a Member of Congress; an officer or employee of Congress, or an employee of a Member of Congress; in connection with this federal contract, grant, loan, or cooperative Agreement, then the Consultant shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying" (a copy of which is attached as Exhibit F), in accordance with its instructions.

19.3 The certification required by the provisions of this Article 19 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 Title 31, U.S. Code Section 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

19.4 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 subcontracts, which exceed \$100,000, and that all such sub-recipients shall certify and disclose accordingly.

Article 20

Non-Discrimination Clause and Statement of Compliance

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

20.2 During the performance of this Agreement, the Consultant and its subconsultants shall not deny this 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

1 information, marital status, sex, gender, gender identity, gender expression, age, sexual
2 orientation, or military and veteran status. The Consultant and Subconsultants shall ensure that
3 the evaluation and treatment of their employees and applicants for employment are free from
4 such discrimination and harassment.

5 20.3 The Consultant and subconsultants shall comply with the provisions of the Fair
6 Employment and Housing Act (Gov. Code §12900 et seq.) and the applicable regulations
7 promulgated thereunder (2 CCR §11000 et seq.), the provisions of Government Code §§11135
8 et seq., and the regulations or standards adopted by the County to implement such provisions.
9 The applicable regulations of the Fair Employment and Housing Commission implementing
10 Government Code Section 12990 (a-f), set forth in Chapter 5 of Division 4 of Title 2 of the
11 California Code of Regulations, are incorporated into this Agreement by reference and made a
12 part hereof as if set forth in full.

13 20.4 Consultant shall permit access by representatives of the Department of Fair
14 Employment and Housing and the County upon reasonable notice at any time during the normal
15 business hours, but in no case less than twenty-four (24) hours' notice, to such of its books,
16 records, accounts, and all other sources of information and its facilities as said Department or the
17 County shall require in order to ascertain compliance with the requirements of this Article 20.

18 20.5 The Consultant and subconsultants shall give written notice of their obligations under
19 this Article 20 to labor organizations with which they have a collective bargaining or other
20 Agreement.

21 20.6 The Consultant and subconsultants shall include the nondiscrimination and
22 compliance provisions of this Article 20 in all subcontracts to perform work under this Agreement.

23 20.7 The Consultant, with regard to the work performed under this Agreement, shall act in
24 accordance with Title VI of the Civil Rights Act of 1964 (42 U.S.C. §2000d et seq.). Title VI
25 provides that the recipients of federal assistance will implement and maintain a policy of
26 nondiscrimination in which no person in the United States shall, on the basis of race, color,
27 national origin, religion, sex, age, disability, be excluded from participation in, denied the benefits
28 of or subject to discrimination under any program or activity by the recipients of federal assistance

1 or their assignees and successors in interest.

2 20.8 The Consultant shall comply with regulations relative to non-discrimination in federally
3 assisted programs of the U.S. Department of Transportation (49 CFR Part 21 – Effectuation of
4 Title VI of the Civil Rights Act of 1964). Specifically, the Consultant shall not participate either
5 directly or indirectly in the discrimination prohibited by 49 CFR § 21.5, including employment
6 practices and the selection and retention of subconsultants.

7 20.9 The Consultant, subrecipient or subconsultants will never exclude any person from
8 participation in, deny any person the benefits of, or otherwise discriminate against anyone in
9 connection with the award and performance of any contract covered by 49 CFR 26 on the basis
10 of race, color, sex, or national origin. In administering the County components of the DBE Program
11 Plan, the Consultant, subrecipient or subconsultants will not, directly, or through contractual or
12 other arrangements, use criteria or methods of administration that have the effect of defeating or
13 substantially impairing accomplishment of the objectives of the DBE Program Plan with respect
14 to individuals of a particular race, color, sex, or national origin.

15 **Article 21**

16 **Debarment and Suspension Certification**

17 21.1 The Consultant's signature affixed herein, shall constitute a certification under penalty
18 of perjury under the laws of the State of California, that the Consultant has complied with Title 49,
19 Code of Federal Regulations, Part 29, Debarment and Suspension Certificate, which certifies that
20 the Consultant or any person associated therewith in the capacity of owner, partner, director,
21 officer, or manager:

22 (A) Is not currently under suspension, debarment, voluntary exclusion, or
23 determination of ineligibility by any federal agency;

24 (B) Has not been suspended, debarred, voluntarily excluded, or determined ineligible by
25 any federal agency within the past three (3) years;

26 (C) Does not have a proposed debarment pending; and

27 (D) Has not been indicted, convicted, or had a civil judgment rendered against it by a court
28 of competent jurisdiction in any matter involving fraud or official misconduct within the past

three (3) years.

21.2 Any exceptions to this certification must be disclosed to the County on Exhibit G “Debarment and Suspension Certification.” Exceptions will not necessarily result in denial of recommendation for award but will be considered in determining Consultant responsibility. Disclosures must indicate to whom exceptions apply, initiating agency, and dates of action.

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

Article 22

Executive Order N-6-22

22.1 Under Executive Order N-6-22 as a Consultant, subconsultant, or grantee, compliance with the economic sanctions imposed in response to Russia’s actions in Ukraine is required, including with respect to, but not limited to, the federal executive orders identified in the EO and the sanctions identified on the U.S. Department of the Treasury website (<https://home.treasury.gov/policy-issues/financial-sanctions/specially-designated-nationalsandblocked-persons-list-sdn-human-readable-lists>). Failure to comply may result in the termination of contracts or grants, as applicable.

Article 23

Contingent Fees

23.1 The 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 the Consultant for the purpose of securing business. For breach or violation of this warranty, the County has the right to: annul this Agreement without liability, and to pay only for the value of the work actually performed; or in its discretion to deduct from the Agreement the price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.

1 **Article 24**

2 **Inspection Of Work**

3 24.1 The Consultant and any subconsultant shall permit the County, the state, and the
4 Federal Highway Administration to review and inspect the Project activities and files at all
5 reasonable times during the performance period of this Agreement including review and
6 inspection on a daily basis.

7 **Article 25**

8 **Safety**

9 25.1 Consultant shall comply with Occupational Safety and Health Administration
10 regulations applicable to Consultant regarding necessary safety equipment or procedures.
11 Consultant shall comply with safety instructions issued by the County Safety Officer and other
12 County representatives. Consultant personnel shall wear hard hats and safety vests at all times
13 while working on any Project-related construction site.

14 25.2 Pursuant to the authority contained in Vehicle Code section 591, the County has
15 determined that such areas are within the limits of the Project and are open to public traffic.
16 Consultant shall comply with all of the requirements set forth in Divisions 11, 12, 13, 14, and 15
17 of the Vehicle Code. Consultant shall take all reasonably necessary precautions for safe operation
18 of its vehicles and the protection of the traveling public from injury and damage from such vehicles.

19 25.3 Any subcontract entered into as a result of this Agreement shall contain all of the
20 provisions of this Article 25.

21 **Article 26**

22 **Confidentiality Of Data**

23 26.1 All financial, statistical, personal, technical, or other data and information relative to
24 the County's operations, which are designated confidential by the County and made available to
25 the Consultant in order to carry out this Agreement, shall be protected by the Consultant from
26 unauthorized use and disclosure.

27 26.2 Permission to disclose information on one occasion, or public hearing held by the
28 County relating to the contract, shall not authorize the Consultant to further disclose such

1 information, or disseminate the same on any other occasion.

2 26.3 The Consultant shall not comment publicly to the press or any other media regarding
3 this Agreement or the County's actions on the same, except to the County's staff, the Consultant's
4 own personnel involved in the performance of this Agreement, at public hearings or in response
5 to questions from a Legislative committee.

6 26.4 The Consultant shall not issue any news release or public relations item of any nature,
7 whatsoever, regarding work performed or to be performed under this Agreement without prior
8 review of the contents thereof by the County, and receipt of the County's written permission.

9 26.5 If the Consultant or any of its officers, employees, or subconsultants does voluntarily
10 provide information in violation of this Agreement, the County has the right to reimbursement and
11 indemnity from the Consultant for any damages caused by the Consultant's releasing the
12 information, including, but not limited to, the County's attorney's fees and disbursements,
13 including without limitation experts' fees and disbursements.

14 **Article 27**

15 **National Labor Relations Board Certification**

16 27.1 In accordance with Public Contract Code Section 10296, the Consultant hereby
17 states under penalty of perjury that no more than one final unappealable finding of contempt of
18 court by a federal court has been issued against the Consultant within the immediately preceding
19 two-year period, because of the Consultant's failure to comply with an order of a federal court that
20 orders the Consultant to comply with an order of the National Labor Relations Board.

21 **Article 28**

22 **Evaluation Of The Consultant**

23 28.1 The Consultant's performance will be evaluated by the County. A copy of the
24 evaluation (Exhibit H) will be sent to the Consultant for comments. The evaluation, together with
25 the comments, shall be retained as part of the Agreement record.

26 **Article 29**

27 **Funding Requirements**

28 29.1 It is mutually understood between the parties that this Agreement may have been

1 written before ascertaining the availability of funds or appropriation of funds, for the mutual benefit
2 of both parties, in order to avoid program and fiscal delays that would occur if the Agreement were
3 executed after that determination was made.

4 29.2 This Agreement is valid and enforceable only if sufficient funds are made available
5 to the County for the purpose of this Agreement. In addition, this Agreement is subject to any
6 additional restrictions, limitations, conditions, or any statute enacted by the Congress, State
7 Legislature, or the County governing board that may affect the provisions, terms, or funding of
8 this Agreement in any manner.

9 29.3 It is mutually agreed that if sufficient funds are not appropriated, this Agreement
10 may be amended to reflect any reduction in funds.

11 29.4 In the event the Consultant reduces the scope of Consultant's work under the
12 Agreement for a specific Project (or discontinues a specific Project), whether due to a deficiency
13 in the appropriation of anticipated funding or otherwise, the Consultant will be compensated on a
14 pro rata basis for actual work completed and accepted by the Contract Administrator in
15 accordance with the terms of the Agreement.

16 29.5 The County has the option to terminate the Agreement pursuant to Article 6
17 Termination and Suspension, or by mutual Agreement to amend the Agreement to reflect any
18 reduction of funds.

19 **Article 30**

20 **Title VI Assurances**

21 30.1 The provisions of Title VI are hereby attached, unmodified as part of this
22 Agreement (Exhibit I). Exhibit I, "Title VI Assurances" Appendices A and E, and if applicable
23 Appendices B, C, and D, must be inserted, unmodified, in all subcontracts to perform work under
24 the Agreement.

25 (A) The clauses of Appendix B of this Assurance shall be included as a covenant running
26 with the land, in any deed from the United States effecting or recording a transfer of real
27 property, structures, use, or improvements thereon or interest therein to the County.

28 (B) The clauses set forth in Appendix C and Appendix D of this Assurance shall be

1 included as a covenant running with the land, in any future deeds, leases, licenses,
2 permits, or similar instruments entered into by the County with other parties:

3 (1) for the subsequent transfer of real property acquired or improved under the
4 applicable activity, project, or program; and

5 (2) for the construction or use of, or access to, space on, over, or under real property
6 acquired or improved under the applicable activity, project, or program.

7 **Article 31**

8 **Prohibition of Certain Telecommunications and Video Surveillance Equipment and** 9 **Services**

10 31.1 In response to significant national security concerns, the agency shall check the
11 prohibited vendor list before making any telecommunications and video surveillance purchase
12 because recipients and subrecipients of federal funds are prohibited from obligating or expending
13 loan or grant funds to:

- 14 • Procure or obtain;
- 15 • Extend or renew a contract to procure or obtain; or
- 16 • Enter into a contract (or extend or renew a contract) to procure or obtain
17 equipment, services, or systems that uses covered telecommunications
18 equipment or services as a substantial or essential component of any system,
19 or as critical technology as part of any system.

20
21 The prohibited vendors (and their subsidiaries or affiliates) are:

- 22 • Huawei Technologies Company;
 - 23 • ZTE Corporation;
 - 24 • Hytera Communications Corporation;
 - 25 • Hangzhou Hikvision Digital Technology Company;
 - 26 • Dahua Technology Company; and
 - 27 • Subsidiaries or affiliates of the above-mentioned companies.
- 28

1 In implementing the prohibition, the agency administering loan, grant, or subsidy programs shall
2 prioritize available funding and technical support to assist affected businesses, institutions and
3 organizations as is reasonably necessary for those affected entities to transition from covered
4 communications equipment and services, to procure replacement equipment and services, and
5 to ensure that communications service to users and customers is sustained.

6 The consultants should furnish telecommunications and video surveillance equipment with a
7 certificate of compliance. The certificate must state telecommunications and video surveillance
8 equipment was not procured or obtained from manufacturers identified in the above list.

9 [SIGNATURE PAGE FOLLOWS]
10
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1 The parties are signing this Agreement on the date stated in the introductory clause.

2 MGE Engineering, Inc.

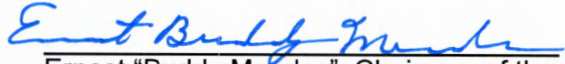
COUNTY OF FRESNO

3
4 Stephen Hawkins

Digitally signed by Stephen Hawkins
DN: cn=Stephen Hawkins, o=MGE Engineering,
inc., c=United States of America
Date: 2009.08.29 17:18:54-0700

5 Print Name & Title
Stephen Hawkins Vice President

6 7415 Greenhaven Drive, Suite 100
7 Sacramento, CA 95831



Ernest "Buddy" Mendes, Chairman of the
Board of Supervisors of the County of Fresno

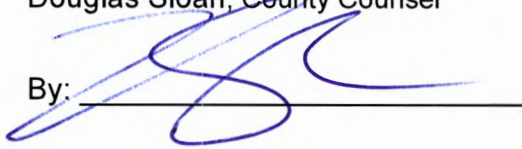
8 **Attest:**

Bernice E. Seidel
Clerk of the Board of Supervisors
County of Fresno, State of California

9
10 By: 

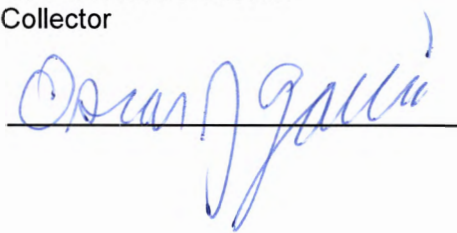
Deputy

11
12
13 APPROVED AS TO LEGAL FORM
Douglas Sloan, County Counsel

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15 By: 

16
17 APPROVED AS TO ACCOUNTING
FORM

Oscar J. Garcia, CPA,
Auditor-Controller/Treasurer-
Tax Collector

18
19
20 By: 

21
22 For accounting use only:

23 Org No.: 45104511 / 45104512 / 45104513 / 45104514

24 Fund No.: 0010

25 Subclass No.: 11000

26 Account No.: 7295

27 Project No.: A11115

Scope of Work

MGE's proposed *Scope of Work* to complete the Nees Avenue Bridge Replacement Project is provided below. The scope of work assumes that MGE has completed the 60% PS&E phase of work and has received review comments from the County, SLDMWA and USBR.

Task 0 Project Management, Coordination, Community Outreach, and Quality Control

0.1 Communication and Coordination

MGE will coordinate with the County, stakeholders, and task leaders to keep the lines of communication open and to facilitate and ensure successful project delivery.

0.2 Meetings

MGE will organize, schedule, and chair meetings as necessary to provide progress updates, coordinate between technical disciplines, and facilitate overall project communication. MGE will prepare meeting agendas and minutes for all meetings. The agendas will be submitted to the County for review five (5) working days before prior to the meeting. The minutes will be distributed to all attendees, non-attendees that were invited, and the Contract Administrator within five (5) working days after the meeting. The minutes will include, but not be limited to, a list of attendees, a synopsis of discussion items, any pertinent information, action items, and follow-up to action items. The following meetings are anticipated to complete this project:

0.2.1 Project Development Team (PDT) Meetings

The PDT meetings will serve as the primary forum for reviewing the status of the project and identifying and resolving project issues. Attendees will include MGE's Project Manager, consultant task leads as needed, County staff and other stakeholders as necessary. Throughout the anticipated duration of the remaining project design phase, MGE will attend and facilitate up to six PDT meetings, with the frequency to be determined by the County. It is anticipated that these meetings will be held virtually.

0.2.2 Technical Coordination Meetings

MGE will coordinate technical issues with the County, and others through meetings and correspondence. MGE will prepare for and facilitate up to two technical meetings, as needed.

0.3 Project Schedule

To identify and manage the Project critical path, MGE will prepare a detailed project baseline schedule for the 90% through Final PS&E based on a work breakdown structure that will match this work scope and will take into account agency staff review time. The schedule will include the following information:

- Task dependencies as predecessors and successors;
- Anticipated task durations with beginning and end dates;
- Critical path with milestones.

MGE will routinely update the schedule to manage/monitor work progress as the Project progresses. The original version will be retained so that actual outcomes can be compared to original plans. A draft schedule will be submitted to the County for review and comments. After acceptance by the County, the approved schedule will be retained as the baseline. Updates will be provided to the County on a monthly basis.

0.4 Monthly Invoices and Progress Reports

MGE will submit a monthly Progress Report to accompany invoices. The reports will include a narrative on work accomplished during the reporting period; work planned for the next reporting period;

information/decisions required to maintain the Project schedule and complete deliverables; problems encountered that may affect the schedule, budget, and anticipated work items; and recommendations to resolve issues, and budget status.

0.5 Quality Control

MGE will perform Quality Control/Quality Assurance (QA/QC) reviews to ensure that all deliverables are complete and accurate, including but not limited to, ensuring that design calculations are independently checked and that exhibits and plans are checked, corrected and backchecked. The reviews will also ensure consistency and proper coordination between the plans, specifications and cost estimates. QA/QC reviews will be performed by a senior engineer that is not involved in the project design.

Task 1 90% Plans, Specifications, and Estimates

MGE will prepare a 90% PS&E submittal for review by the County. This submittal will include revisions based on comments from the County, SLDMWA and USBR. Completion of the 90% PS&E submittal package will include completion of the following subtasks:

1.1 Review and Respond to County Review Comments

MGE will review previously provided responses to all County, SLDMWA, and USBR review comments regarding the 60% submittal to ensure accuracy and applicability. All comments have previously been discussed with the County, SLDMWA and USBR, and the previous responses will be reviewed prior to preparing the 90% PS&E submittal package.

1.2 Bridge Design

MGE will prepare 90% complete bridge design details and calculations considering the review comments. This will include the design of the temporary bridge abutments.

1.3 Independent Design Check (IDC)

As part of the preparation of the 90% bridge design, an experienced bridge design engineer from MGE, not otherwise involved in the design of the project, will complete an IDC of the bridge plans in accordance with Caltrans standard practice.

1.4 Approach Roadway and Civil Design

MGE will prepare the 90% complete approach roadway design, detour design and associated civil designs considering the County's review comments.

1.5 Utility Conflict Plans

Utility Conflict Plans showing needed utility relocations, if any, will be provided to the County for distribution to utility agencies/owners. If necessary, the project design will incorporate accommodation for the utility relocations.

1.6 Draft Specifications

MGE will finalize the contract item list and prepare the draft edited special provisions for the project using the Caltrans 2024 Standard Special Provisions (SSP's). This task also includes editing and combining the standard County construction contract provisions (provided by the County) with the edited SSP's to produce a complete draft bid document for the County to review.

1.7 Construction Quantities and Cost Estimate

MGE will prepare a check set of quantity calculations in accordance with standard Caltrans practice. Any quantity discrepancies will be resolved prior to finalizing the quantities for use in the preparation of the 100% construction cost estimate for the project.

1.8 Quality Control/Constructability Review

MGE will perform a quality control and constructability “plans-in-hand” field review of the 90% plans, specifications, and construction cost estimate. The “plans-in-hand” field review may require that the design centerline for the temporary detour be established and staked, including stationing, by Westwood (O’Dell). Results of this review will be transmitted to the responsible engineers involved for resolution and corrections prior to submittal to the County of the 90% PS&E.

1.9 90% PS&E Submittal

MGE will compile the 90% PS&E submittal package including complete plans, specifications, and construction cost estimate for the project to the County for review and comment. The IDC Report and quantity calculations will also be submitted for County review.

1.10 County Review

MGE will submit the 90% PS&E to the County for constructability review and comment. At the time of submittal MGE will work with the County to set the date for a review meeting with the County, SLDMWA, USBR, and other agencies as appropriate.

1.11 Review Meeting

MGE, including project manager and lead design engineers, will attend the review meeting to discuss review comments from County staff, SLDMWA, USBR, and other agencies as appropriate. MGE will prepare minutes of the review meeting including a narrative regarding any comments which have been identified by the County that require additional explanation beyond that provided at the meeting. Upon the request of the County, MGE will incorporate into the subsequent design such reasonable changes as the County deems appropriate as a result of the County's review processes and impact of the budget or engineer's estimate.

Task 2 100% Plans, Specifications, and Estimates for Director's Final Review

MGE will prepare a draft 100% PS&E package addressing all County and stakeholder comments from the 90% submittal review. The plans, specifications and estimate will be stamped and signed by the responsible professional engineer.

2.1 100% PS&E Submittal

MGE will compile the 100% PS&E submittal package including complete plans, specifications, and construction cost estimate for the project to the County for review and comment.

2.2 County Review

MGE will submit the 100%PS&E to the County for constructability review and comment. At the time of submittal MGE will work with the County to set the date for a review meeting with the County, SLDMWA, USBR, and other agencies as appropriate.

2.3 Review Meeting

MGE, including project manager and lead design engineers, will attend the review meeting to discuss review comments from , SLDMWA, USBR, and other agencies as appropriate. MGE will prepare minutes of the review meeting including a narrative regarding any comments which have been identified by the County as requiring additional explanation beyond that provided at the meeting. Upon the request of County, Consultant shall incorporate into the subsequent design such reasonable changes as County deems appropriate as a result of County's review processes and impact of the budget or engineer's estimate.

Task 3 Final Plans, Specifications, and Estimates for Advertisement.

MGE will review and respond to all County review comments with regard to the 100 percent Plans, Specifications, and Estimates submitted for Director's final review. All comments will be resolved through discussions with the County prior to preparing the final PS&E for Advertisement. Final PS&E documents will include the following:

- Half-size and full-size plans including electronic files used to generate the plans formatted for the current version of AutoCAD, as well as a .pdf version.
- Design and independent design check calculations stamped and signed by the responsible Professional Engineers.
- Reproduction ready contract Special Provisions, Notice To Contractors, Proposal and Contract, including electronic MSWord and .pdf files.
- Final construction quantity and check quantity calculation books
- Final construction cost estimate
- Anticipated construction schedule
- Resident Engineer's File prepared in accordance with Caltrans guidelines including 4-Scale deck contour plots.

All electronic files will be provided to the County.

Task 4 Bid Assistance and Conformed Plans and Specifications.

MGE will also provide the following services to the County during the bidding of the project:

- Provide information and assistance to the County in answering inquiries from the bidders, as required
- Prepare necessary plan and specification changes to support the preparation of necessary addenda during the bidding period
- Attendance at the pre-bid conference, if requested.
- Assist County in evaluating the bids received to identify and explain significant differences, if any, between Consultant's engineer's estimate and the low bid.

MGE will prepare and submit to the County a conformed set of plans and specifications which will include all addenda resulting from Bidders Inquiries. An electronic copy of the conformed plans and specifications will be provided to the County.

Task 5 Completion of Construction Project

MGE will provide the following services to the County upon request during project construction:

- Provide consultation and interpretation of contract plans and specifications
- Assist with preparation of contract change orders
- Provide written responses to Contractor's Request for Information (RFI)
- Attend pre-construction meeting
- Review falsework plans, shop drawings, and other required submittals
- Review and approve or disapprove all contractor submittals for project. For disapproved submittals, MGE will provide an explanation of the deficiencies

MGE will prepare "As-Built" Record Drawings following completion of construction of the project the based upon marked up plans furnished by the County showing any changes made during construction.

EXHIBIT 10-H1 COST PROPOSAL Page 1 OF 3**ACTUAL COST-PLUS-FIXED FEE OR LUMP SUM (FIRM FIXED PRICE) CONTRACTS**
(DESIGN, ENGINEERING AND ENVIRONMENTAL STUDIES)**Note: Mark-ups are Not Allowed**
Consultant**X Prime Consultant****Subconsultant****2nd Tier Subconsultant****MGE Engineering, Inc.**Project No. Nees Avenue Bridge Replacement, Fresno Co.

Contract No. _____

Date 24-Mar-25**DIRECT LABOR**

Classification/Title	Name	hours	Actual Hourly Rate	Total
Principal in Charge	R. Sennett	20	\$135.00	\$2,700.00
Project Manager	S. Hawkins	126	\$110.00	\$13,860.00
Lead Civil Engineer	B. Reichel	145	\$90.00	\$13,050.00
Sr. Structural Engineer	E.Monzon	84	\$100.00	\$8,400.00
LeadStructural Engineer	W.Sennett	97	\$100.00	\$9,700.00
Assoc. Civil Engineer	P. Zhao	230	\$76.00	\$17,480.00
Jr. Engineer	E. Muro	128	\$41.00	\$5,248.00
Constructability Review	J. Siemers	80	\$91.00	\$7,280.00
CAD Technician (Structural)	Staff	90	\$72.00	\$6,480.00
CAD Technician (Civil)	Staff	110	\$53.00	\$5,830.00
Administrative Assistant	Staff	44	\$53.00	\$2,332.00

1,154

LABOR COSTS

a) Subtotal Direct Labor Costs

\$92,360.00

b) Anticipated Salary Increases

\$0.00

c) TOTAL DIRECT LABOR COSTS [(a) + (b)] \$92,360.00**INDIRECT COSTS**

d) Fringe Benefits

(Rate: 47.32%)

e) Total Fringe Benefits [(c) x (d)]

\$43,704.75

f) Overhead

(Rate: 0.00%)

g) Overhead [(c) x (f)]

\$0.00

h) General and Administrative

(Rate: 109.76%)

i) Gen & Admin [(c) x (h)]

\$101,374.34

j) TOTAL INDIRECT COSTS [(e) + (g) + (i)] \$145,079.09**FIXED FEE** 10.00%**k) TOTAL FIXED FEE [(c) + (j)] x (q)]** \$23,743.91**l) CONSULTANT'S OTHER DIRECT COSTS (ODC) – ITEMIZE (Add additional pages if necessary)**

Description of Item	Quantity	Unit	Unit Cost	Total
Mileage Costs	350	Miles	\$ 0.700	\$ 245.00
				\$ -

l) TOTAL OTHER DIRECT COSTS \$ 245.00**m) SUBCONSULTANTS' COSTS (Add additional pages if necessary)**

Westwood Professional Services

\$ 9,950.00

m) TOTAL SUBCONSULTANTS' COSTS \$9,950.00**n) TOTAL OTHER DIRECT COSTS INCLUDING SUBCONSULTANTS [(l)+(m)]** \$10,195.00**TOTAL COST [(c) + (j) + (k) + (n)]** **\$271,378.00****NOTES:**

1. Key personnel must be marked with an asterisk (*) and employees that are subject to prevailing wage requirements must be marked with two asterisks (**). All costs must comply with the Federal cost principles. Subconsultants will provide their own cost proposals.
2. The cost proposal format shall not be amended. 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.
3. Anticipated salary increases calculation (page 2) must accompany.

EXHIBIT 10-H1 COST PROPOSAL Page 2 of 3

ACTUAL COST-PLUS-FIXED FEE OR LUMP SUM (FIRM FIXED PRICE) CONTRACTS
(CALCULATIONS FOR ANTICIPATED SALARY INCREASES)

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

Direct Labor <u>Subtotal</u> per Cost Proposal	Total Hours per Cost Proposal		Avg Hourly Rate	5 Year Contract Duration
\$92,360.00	1154	=	\$80.03	Year 1 Avg Hourly Rate

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

	Avg Hourly Rate		Proposed Escalation			
Year 1	\$80.03	+	3.5%	=	\$82.84	Year 2 Avg Hourly Rate
Year 2	\$82.84	+	3.5%	=	\$85.74	Year 3 Avg Hourly Rate
Year 3	\$85.74	+	3.5%	=	\$88.74	Year 4 Avg Hourly Rate
Year 4	\$88.74	+	3.5%	=	\$91.84	Year 5 Avg Hourly Rate
Year 5	\$91.84	+	3.5%	=	\$95.06	Year 6 Avg Hourly Rate
Year 6	\$95.06	+	3.5%	=	\$98.38	Year 7 Avg Hourly Rate

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

	Estimated % Completed Each Year		Total Hours per Cost Proposal		Total Hours per Year	
Year 1	100.00%	*	1154.0	=	1154.0	Estimated Hours Year 1
Year 2	0.00%	*	1154.0	=	0.0	Estimated Hours Year 2
Year 3	0.00%	*	1154.0	=	0.0	Estimated Hours Year 3
Year 4	0.00%	*	1154.0	=	0.0	Estimated Hours Year 4
Year 5	0.00%	*	1154.0	=	0.0	Estimated Hours Year 5
Year 6	0.00%	*	1154.0	=	0.0	Estimated Hours Year 6
Total	100%		Total	=	1154.0	

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

	Avg Hourly Rate (calculated above)		Estimated hours (calculated above)		Cost per Year	
Year 1	\$80.03	*	1154.0	=	\$92,360.00	Estimated Hours Year 1
Year 2	\$82.84	*	0.0	=	\$0.00	Estimated Hours Year 2
Year 3	\$85.74	*	0.0	=	\$0.00	Estimated Hours Year 3
Year 4	\$88.74	*	0.0	=	\$0.00	Estimated Hours Year 4
Year 5	\$91.84	*	0.0	=	\$0.00	Estimated Hours Year 5
Year 6	\$95.06	*	0.0	=	\$0.00	Estimated Hours Year 6
Total Direct Labor Cost with Escalation				=	\$92,360.00	
Direct Labor Subtotal before Escalation				=	\$92,360.00	
Estimated total of Direct Labor Salary Increase				=	\$0.00	Transfer to Page 1

NOTES:

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

Certification of Direct Costs:

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

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

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

Local governments are responsible for applying only cognizant agency approved or Caltrans accepted Indirect Cost Rate(s).

Prime Consultant or Subconsultant Certifying:

Name: Stephen Hawkins Title *: Vice President

Signature :  Date of Certification (mm/dd/yyyy): 24-Mar-25

Email: shawkins@mgeeng.com Phone Number: 916-421-1000

Address: 7415 Greenhaven Drive, Suite 100, Sacramento, CA 95831

*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.

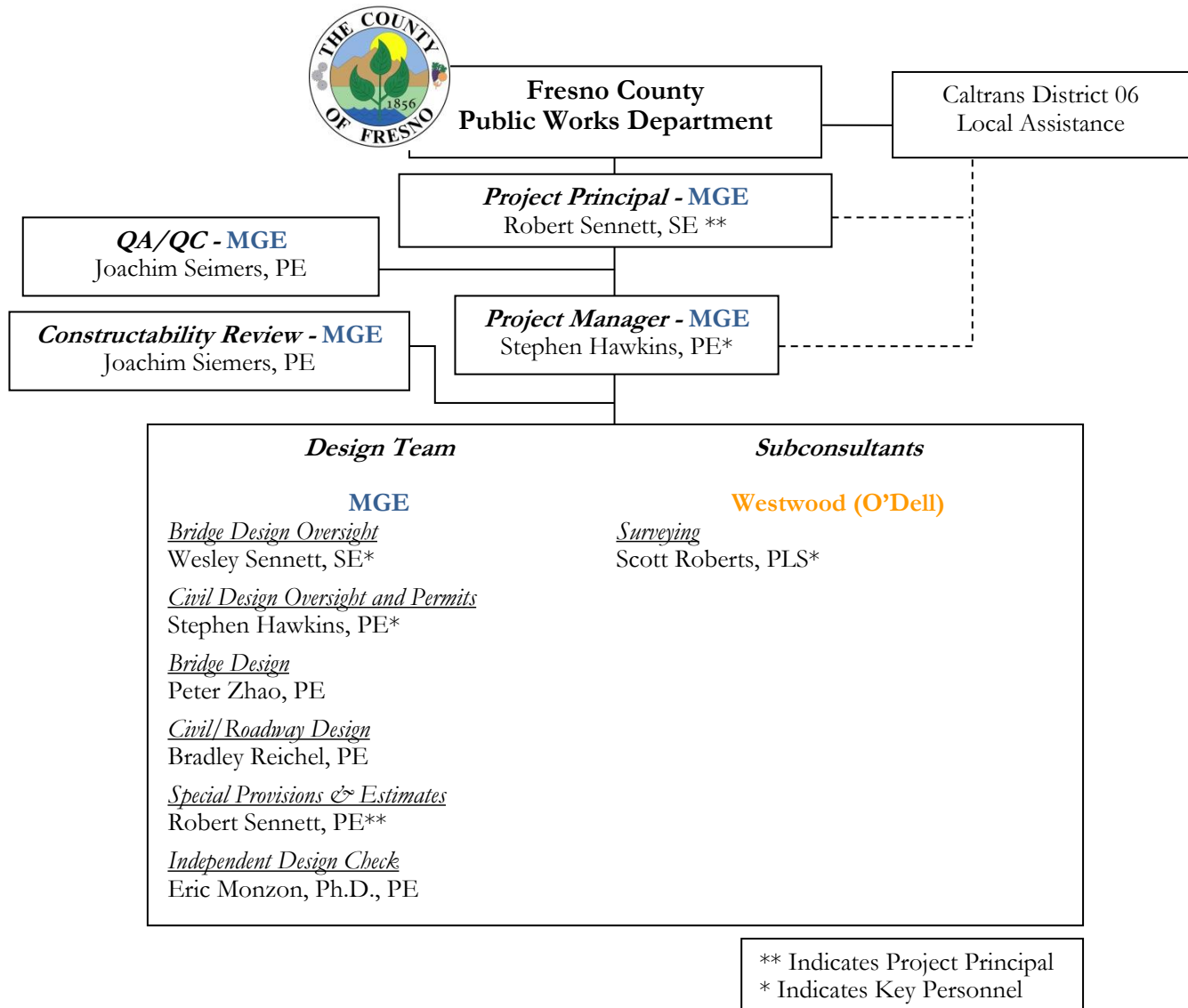
List services the consultant is providing under the proposed contract:

Prime Consultant for Engineering Services for Professional Engineering Services and Construction Support Services
Nees Avenue Bridge Replacement Project.

Cost Proposal Delta Mendota Canal Bridge on Nees Avenue On-Site Detour During Construction & Replace Bridge	MGE Engineering, Inc.													Total	
	Robert Sennett, S.E. Project Principal/Principal Structural Engineer	Stephen Hawkins, P.E. Project Manager/Supervising Civil Engineer	Brad Reichel, P.E. Lead Civil Engineer	Wesley Sennett, P.E. Lead Structural Engineer	Peter Zhao, P.E. Associate Engineer Bridge Design	Edward Muro Junior Civil Engineer Civil/Roadway Design	Eric Montzon, Ph.D., P.E. Senior Bridge Engineer Independent Design Check	Joe Siemers, P.E. Construction Manager/Constructibility Review	Civil CAD Technician	Structural CAD Technician	Administrative Assistant	MGE Total Hours	Westwood	Total Hours	Total Cost
Load Rate	\$381.76	\$311.07	\$254.51	\$282.79	\$214.92	\$115.94	\$282.79	\$257.34	\$149.88	\$203.61	\$149.88				
Task 0 - Project Management, Coordination, Community Outreach, and Quality Control															
0.1 - Communication and Coordination		24										24	0	24	\$ 7,465.60
0.2 - Meetings															
0.2.1 - PDT Meetings (up to 6 virtual meetings)		12	3	3								18	0	18	\$ 5,344.69
0.2.2 - Technical Coordination Meetings (2 virtual meetings)		4	2	2								8	0	8	\$ 2,318.86
Subtask Total Hours	0	16	5	5	0	0	0	0	0	0	0	26	0	26	\$ 7,663.55
0.3 - Project Schedule		4										4	0	4	\$ 1,244.27
0.4 - Monthly Invoices and Progress Reports		18									24	42	0	42	\$ 9,196.27
0.5 - Quality Control		2			6			40				48	0	48	\$ 12,205.13
Task Total Hours	0	64	5	5	6	0	0	40	0	0	24	144	0	144	\$ 37,774.82
Task Total Cost	\$ -	\$ 19,908.28	\$ 1,272.55	\$ 1,413.94	\$ 1,289.51	\$ -	\$ -	\$ 10,293.48	\$ -	\$ -	\$ 3,597.06	\$ 37,774.82			\$ 37,774.82
Task 1 - 90% Plans, Specifications, and Estimates															
1.1 - Review and Respond to County Review Comments		2		2	2	2						8	0	8	\$ 1,849.43
1.2 - Bridge Design															
1.2.1 - Replacement Bridge	4			4	60					40		108	0	108	\$ 23,697.63
1.2.2 - Temporary Detour Bridge and Abutment	4			16	24					24		68	0	68	\$ 16,096.29
1.3 - Independent Design Check (IDC)							80					80	0	80	\$ 22,623.04
1.4 - Roadway and Civil Design															
1.4.1 - Approach Roadway		4	6			24			16			50	0	50	\$ 7,952.00
1.4.2 - Detour Roadway and Traffic Handling		4	4			16			8			32	0	32	\$ 5,316.41
1.5 - Utility Conflict Plans		2				4						6	0	6	\$ 1,085.91
1.6 - Draft Specifications	4	2	16	8							4	34	0	34	\$ 9,083.15
1.7 - Construction Quantities and Cost Estimate		2	8		8	8	4					30	0	30	\$ 6,436.25
1.8 - Quality Control/Constructability Review		2						16				18	\$ 9,950.00	18	\$ 14,689.53
1.9 - 90% PS&E Submittal		2	4	4	8	8			16		4	46	0	46	\$ 8,415.77
1.10 - County Review												0	0	0	\$ -
1.11 - Review Meeting - Virtual		2	1	1								4	0	4	\$ 1,159.43
Task Total Hours	12	22	39	35	102	62	84	16	40	64	8	484		484	\$ 118,404.85
Task Total Cost	\$ 4,581.17	\$ 6,843.47	\$ 9,925.86	\$ 9,897.58	\$ 21,921.73	\$ 7,188.47	\$ 23,754.19	\$ 4,117.39	\$ 5,995.11	\$ 13,030.87	\$ 1,199.02	\$ 108,454.85	\$ 9,950.00		\$ 118,404.85
Task 2 - 100% Plans, Specifications, and Estimates for Director's Final Review															
2.1 - 100% PS&E Submittal	4	10	20	18	50	30			10	10	4	156	0	156	\$ 33,176.69
2.2 - County Review												0	0	0	\$ -
2.3 - Review Meeting		2	1	1								4	0	4	\$ 1,159.43
Task Total Hours	4	12	21	19	50	30	0	0	10	10	4	160	0	160	\$ 34,336.12
Task Total Cost	\$ 1,527.06	\$ 3,732.80	\$ 5,344.69	\$ 5,372.97	\$ 10,745.94	\$ 3,478.29	\$ -	\$ -	\$ 1,498.78	\$ 2,036.07	\$ 599.51	\$ 34,336.12			\$ 34,336.12
Task 3 - Final Plans, Specifications, and Estimates for Advertisement	4	4	16	10	24	16			12	8	8	102	0	102	\$ 21,310.90
Task Total Cost	\$ 1,527.06	\$ 1,244.27	\$ 4,072.15	\$ 2,827.88	\$ 5,158.05	\$ 1,855.09	\$ -	\$ -	\$ 1,798.53	\$ 1,628.86	\$ 1,199.02	\$ 21,310.90			\$ 21,310.90
Task 4 - Final, as Bid (Including Addenda), Project Plans, Speifications, and Estimates		8	24	12	8	4			8	8		72	0	72	\$ 17,001.21
Task Total Cost	\$ -	\$ 2,488.53	\$ 6,108.22	\$ 3,393.46	\$ 1,719.35	\$ 463.77	\$ -	\$ -	\$ 1,199.02	\$ 1,628.86	\$ -	\$ 17,001.21			\$ 17,001.21
Task 5 - Completion of Construction Project		16	40	16	40	16		24	40			192	0	192	\$ 42,305.08
Task Total Cost	\$ -	\$ 4,977.07	\$ 10,180.37	\$ 4,524.61	\$ 8,596.76	\$ 1,855.09	\$ -	\$ 6,176.09	\$ 5,995.11	\$ -	\$ -	\$ 42,305.08			\$ 42,305.08
Contract Total Hours	20	126	145	97	230	128	84	80	110	90	44	1,154	0	1,154	\$ 271,133.00
Contract Total Labor Cost	\$ 7,635.28	\$ 39,194.42	\$ 36,903.83	\$ 27,430.44	\$ 49,431.34	\$ 14,840.71	\$ 23,754.19	\$ 20,586.97	\$ 16,486.54	\$ 18,324.66	\$ 6,594.62	\$ 261,183.00	\$ 9,950.00	\$ -	\$ 271,133.00

Nees Avenue over Delta-Mendota Canal Bridge Replacement
 Bridge Number 42C-0074

Project Team Organization



ID	Task Name	Duration	Start	Finish	Predecessors	2026												2027																	
						May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct
1	Notice to Proceed	1 day	Mon 11/3/25	Mon 11/3/25																															
2	Kick Off Meeting	5 days	Tue 11/4/25	Mon 11/10/25	1																														
3	County to Update Regulatory Permits	30 days	Tue 11/11/25	Mon 12/22/25	2																														
4																																			
5	Task 6 - 90% Plans, Specifications and Estimates	165 days	Tue 11/11/25	Mon 6/29/26																															
6	Review and Confirm Responses to 60% PS&E Review Comments	5 days	Tue 11/11/25	Mon 11/17/25	2																														
7	Bridge Design	30 days	Tue 12/23/25	Mon 2/2/26	6,3																														
8	Independent Design Check (IDC)	20 days	Tue 2/3/26	Mon 3/2/26	7																														
9	Approach Roadway and Civil Design	20 days	Tue 12/23/25	Mon 1/19/26	7SS																														
10	Draft Specifications	15 days	Tue 2/3/26	Mon 2/23/26	7,9																														
11	Construction Quantities and Cost Estimate	10 days	Tue 3/3/26	Mon 3/16/26	8,9																														
12	Quality Control/Constructabiltiy Review	10 days	Tue 3/17/26	Mon 3/30/26	10,11																														
13	90% PS&E Submittal	10 days	Tue 3/31/26	Mon 4/13/26	12																														
14	County Review	15 days	Tue 4/14/26	Mon 5/4/26	13																														
15	SLDMWA and USBR Review	45 days	Tue 4/21/26	Mon 6/22/26	14SS+5 days																														
16	Review Meeting	5 days	Tue 6/23/26	Mon 6/29/26	14,15																														
17	Task 7 - 100% Final Plans, Specifications, and Estimes for Director's Review	51 days	Tue 6/30/26	Tue 9/8/26																															
18	100% PS&E Submittal For Director's Review	15 days	Tue 6/30/26	Mon 7/20/26	16																														
19	County Review	15 days	Tue 7/21/26	Mon 8/10/26	18																														
20	SLDMWA and USBR Review	30 days	Tue 7/28/26	Mon 9/7/26	19SS+5 days																														
21	Review Meeting	1 day	Tue 9/8/26	Tue 9/8/26	19,20																														
22	Task 8 - Final Plans, Specifications and Estimate for Advertisement	10 days	Wed 9/9/26	Tue 9/22/26	21																														
23	County Obtain Authorization to Proceed with Construction	45 days	Wed 9/23/26	Tue 11/24/26	22																														
24	Task 9 - Final, As Bid (Including Addenda), Project PS&E	60 days	Wed 11/25/26	Tue 2/16/27	23																														
25	Task 10 - Completion of Construction Project -Single Stage Construction	131 days	Wed 2/17/27	Wed 8/18/27																															
26	Construct Temporary Bridge and Detour	30 days	Wed 2/17/27	Tue 3/30/27	24																														
27	Construct Bridge	100 days	Wed 3/31/27	Tue 8/17/27	26																														
28	Completion	1 day	Wed 8/18/27	Wed 8/18/27	27																														

Project: Schedule for Final Desi
Date: Mon 8/18/25

Task

Split

Milestone

Summary

Project Summary

Inactive Task

Inactive Milestone

Inactive Summary

Manual Task

Duration-only

Manual Summary Rollup

Manual Summary

Start-only

Finish-only

External Tasks

External Milestone

Deadline

Critical

Critical Split

Progress

Manual Progress

Insurance Requirements

1. Required Policies

Without limiting the County's right to obtain indemnification from the Consultant or any third parties, Consultant, at its sole expense, shall maintain in full force and effect the following insurance policies throughout the term of this Agreement.

- (A) **Commercial General Liability.** Commercial general liability insurance with limits of not less than Two Million Dollars (\$2,000,000) per occurrence and an annual aggregate of Four Million Dollars (\$4,000,000). This policy must be issued on a per occurrence basis. Coverage must include products, completed operations, property damage, bodily injury, personal injury, and advertising injury. The Consultant shall obtain an endorsement to this policy naming the County of Fresno, its officers, agents, employees, and volunteers, individually and collectively, as additional insureds, but only insofar as the operations under this Agreement are concerned. Such coverage for additional insureds will apply as primary insurance and any other insurance, or self-insurance, maintained by the County is excess only and not contributing with insurance provided under the Consultant's policy.
- (B) **Automobile Liability.** Automobile liability insurance with limits of not less than One Million Dollars (\$1,000,000) per occurrence for bodily injury and for property damages. Coverage must include any auto used in connection with this Agreement (non-owned automobiles and hired automobiles).
- (C) **Workers Compensation.** Workers compensation insurance as required by the laws of the State of California with statutory limits.
- (D) **Employer's Liability.** Employer's liability insurance with limits of not less than One Million Dollars (\$1,000,000) per occurrence for bodily injury and for disease.
- (E) **Professional Liability.** Professional liability insurance with limits of not less than One Million Dollars (\$1,000,000) per occurrence and an annual aggregate of Three Million Dollars (\$3,000,000). If this is a claims-made policy, then (1) the retroactive date must be prior to the date on which services began under this Agreement; (2) the Consultant shall maintain the policy and provide to the County annual evidence of insurance for not less than five years after completion of services under this Agreement; and (3) if the policy is canceled or not renewed, and not replaced with another claims-made policy with a retroactive date prior to the date on which services begin under this Agreement, then the Consultant shall purchase extended reporting coverage on its claims-made policy for a minimum of five years after completion of services under this Agreement.

If the Consultant is a governmental entity, it may satisfy the policy requirements above through a program of self-insurance, including an insurance pooling arrangement or joint exercise of powers agreement.

2. Additional Requirements

- (A) **Verification of Coverage.** Within 30 days after the Consultant signs this Agreement, and at any time during the term of this Agreement as requested by the County's Risk Manager or the County Administrative Office, the Consultant shall deliver, or cause its

broker or producer to deliver, to the County Risk Manager, at 2220 Tulare Street, 16th Floor, Fresno, California 93721, or HRRiskManagement@fresnocountyca.gov, and by mail or email to the person identified to receive notices under this Agreement, certificates of insurance and endorsements for all of the coverages required under this Agreement.

- (i) Each insurance certificate must state that: (1) the insurance coverage has been obtained and is in full force; (2) the County, its officers, agents, employees, and volunteers are not responsible for any premiums on the policy; and (3) the Consultant has waived its right to recover from the County, its officers, agents, employees, and volunteers any amounts paid under any insurance policy required by this Agreement and that waiver does not invalidate the insurance policy.
 - (ii) The commercial general liability insurance certificate must also state, and include an endorsement, that the County of Fresno, its officers, agents, employees, and volunteers, individually and collectively, are additional insureds insofar as the operations under this Agreement are concerned. The commercial general liability insurance certificate must also state that the coverage shall apply as primary insurance and any other insurance, or self-insurance, maintained by the County shall be excess only and not contributing with insurance provided under the Consultant's policy.
 - (iii) The automobile liability insurance certificate must state that the policy covers any auto used in connection with this Agreement.
 - (iv) The professional liability insurance certificate, if it is a claims-made policy, must also state the retroactive date of the policy, which must be prior to the date on which services began under this Agreement.
- (B) **Acceptability of Insurers.** All insurance policies required under this Agreement must be issued by admitted insurers licensed to do business in the State of California and possessing at all times during the term of this Agreement an A.M. Best, Inc. rating of no less than A-.
- (C) **Notice of Cancellation or Change.** For each insurance policy required under this Agreement, the Consultant shall provide to the County, or ensure that the policy requires the insurer to provide to the County, written notice of any cancellation or change in the policy as required in this paragraph. For cancellation of the policy for nonpayment of premium, the Consultant shall, or shall cause the insurer to, provide written notice to the County not less than 10 days in advance of cancellation. For cancellation of the policy for any other reason, and for any other change to the policy, the Consultant shall, or shall cause the insurer to, provide written notice to the County not less than 30 days in advance of cancellation or change. The County in its sole discretion may determine that the failure of the Consultant or its insurer to timely provide a written notice required by this paragraph is a breach of this Agreement.
- (D) **County's Entitlement to Greater Coverage.** If the Consultant has or obtains insurance with broader coverage, higher limits, or both, than what is required under this Agreement, then the County requires and is entitled to the broader coverage, higher

limits, or both. To that end, the Consultant shall deliver, or cause its broker or producer to deliver, to the County's Risk Manager certificates of insurance and endorsements for all of the coverages that have such broader coverage, higher limits, or both, as required under this Agreement.

- (E) **Waiver of Subrogation.** The Consultant waives any right to recover from the County, its officers, agents, employees, and volunteers any amounts paid under the policy of worker's compensation insurance required by this Agreement. The Consultant is solely responsible to obtain any policy endorsement that may be necessary to accomplish that waiver, but the Consultant's waiver of subrogation under this paragraph is effective whether or not the Consultant obtains such an endorsement.
- (F) **County's Remedy for Consultant's Failure to Maintain.** If the Consultant fails to keep in effect at all times any insurance coverage required under this Agreement, the County may, in addition to any other remedies it may have, suspend or terminate this Agreement upon the occurrence of that failure, or purchase such insurance coverage, and charge the cost of that coverage to the Consultant. The County may offset such charges against any amounts owed by the County to the Consultant under this Agreement.
- (G) **Subconsultants.** The Consultant shall require and verify that all Subconsultants by the Consultant to provide services under this Agreement maintain insurance meeting all insurance requirements provided in this Agreement. This paragraph does not authorize the Consultant to provide services under this Agreement using Subconsultants.

SELF-DEALING TRANSACTION DISCLOSURE FORM

In order to conduct business with the County of Fresno (hereinafter referred to as "County"), members of a contractor's board of directors (hereinafter referred to as "County Contractor"), must disclose any self-dealing transactions that they are a party to while providing goods, performing services, or both for the County. A self-dealing transaction is defined below:

"A self-dealing transaction means a transaction to which the corporation is a party and in which one or more of its directors has a material financial interest"

The definition above will be utilized for purposes of completing this disclosure form.

INSTRUCTIONS

- (1) Enter board member's name, job title (if applicable), and date this disclosure is being made.
- (2) Enter the board member's company/agency name and address.
- (3) Describe in detail the nature of the self-dealing transaction that is being disclosed to the County. At a minimum, include a description of the following:
 - a. The name of the agency/company with which the corporation has the transaction; and
 - b. The nature of the material financial interest in the Corporation's transaction that the board member has.
- (4) Describe in detail why the self-dealing transaction is appropriate based on applicable provisions of the Corporations Code.
- (5) Form must be signed by the board member that is involved in the self-dealing transaction described in Sections (3) and (4).

(1) Company Board Member Information:			
Name:		Date:	
Job Title:			
(2) Company/Agency Name and Address:			
(3) Disclosure (Please describe the nature of the self-dealing transaction you are a party to):			
(4) Explain why this self-dealing transaction is consistent with the requirements of Corporations Code 5233 (a):			
(5) Authorized Signature			
Signature:	 Stephen Hawkins	Date:	08/27/2025

**BEFORE THE BOARD OF SUPERVISORS
OF THE COUNTY OF FRESNO
STATE OF CALIFORNIA**

In the matter of Amendment of Standard Conflict of Interest Code for All County Departments	)))))	No.
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Whereas, the Political Reform Act, Government Code section 81000 et seq., requires state and local government agencies to adopt and promulgate conflict of interest codes; and

Whereas, the Fair Political Practices Commission has adopted a regulation, Title 2, California Code of Regulations, section 18730, which contains the terms of a standard conflict of interest code, and which may be amended by the Fair Political Practices Commission after public notices and hearings to conform to amendments to the Political Reform Act; and

Whereas, any local agency may incorporate this standard conflict of interest code, and thereafter need not amend its code to conform to future amendments to the Political Reform Act or its regulations; and

Whereas, the Board of Supervisors may adopt the standard conflict of interest code on behalf of all County departments.

Now therefore be it resolved, that the terms of Title 2, California Code of Regulations, section 18730, and any amendments to it duly adopted by the Fair Political Practices Commission, are hereby incorporated by reference and, along with the Exhibits A and B approved previously, today, or in the future, by this Board for each County department, in which officers and employees are designated and disclosure categories are set forth, constitute the conflict of interest codes of each County department.

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Conflict of interest forms shall be filed as follows:

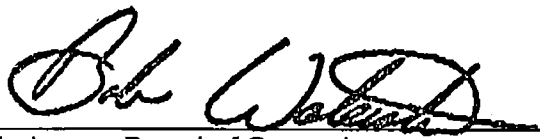
1. As required by Government Code section 87500, subdivision (e), the County Administrative Officer, District Attorney, County Counsel, and Auditor-Controller/Treasurer-Tax Collector shall file one original of their statements with the County Clerk, who shall make and retain a copy and forward the original to the Fair Political Practices Commission, which shall be the filing officer.

2. As required by Government Code section 87500, subdivision (j), all other department heads shall file one original of their statements with their departments. The filing officer of each department shall make and retain a copy and forward the original to the Clerk to the Board of Supervisors, who shall be the filing officer.

3. All other designated employees shall file one original of their statements with their departments.

Adopted at a regular meeting of the Board of Supervisors, held on the 2nd day of October, 2007, by the following vote, to wit:

Ayes:	Supervisors Larson, Perea, Anderson, Case and Waterston
Noes:	None
Absent:	None


Chairman, Board of Supervisors

Attest:


Clerk



Macros Must Be Enabled -- Please Re-open and Enable

[\[Email Me\]](#)
Double click!

Conflict of Interest Code Local Agency Annual / Biennial Report

In accordance with Government Code Section 87306.5, this department has reviewed its Conflict of Interest Code and has determined that (check one of the following):

1. ☐ Our department's Conflict of Interest Code accurately designates all positions within our department which make or participate in the making of decisions which may foreseeably have a material effect on any financial interest; and the disclosure category assigned to each such position accurately requires the disclosure of all of the specific types of investments, business positions, interests in real property, and sources of income that are reportable under Government Code Section 87302 ("reportable under Government Code Section 87302" means: an investment, business position, interest in real property, or source of income shall be made reportable by the Conflict of Interest Code if the business entity in which the investment or business position is held, the interest in real property, or the income or source of income may foreseeably be affected materially by any decision made or participated in by the designated employee by virtue of his or her position); or,
2. ☒ Our department's Conflict of Interest Code is in need of amendment. We have determined that the following amendments are necessary (check applicable items, and refer to Exhibits "A" and "B" for detail if appropriate):
 - A. ☒ Include new positions (including consultants) that must be designated.
 - B. ☐ Include or delete positions because changes in duties.
 - C. ☐ Include positions that manage public investments.
 - D. ☐ Revise disclosure categories.
 - E. ☐ Revise the titles of existing positions.
 - F. ☒ Delete titles of positions that have been abolished.
 - G. ☐ Other (*describe*)

CONTACT PERSON	DEPARTMENT
Sam Mann	Public Works and Planning

I hereby approve the foregoing reported information for our department:

<u>stwhite 10/21/2024 4:22:19 PM</u> Department Head Signature / Date	[Sign] Double click!
--	--------------------------------------

Note: Government Code Section 87306 requires that when an agency (e.g., your department) has determined that amendments or revisions are necessitated by changed circumstances, the amendments or revisions shall be submitted to the code reviewing body within 90 days after the changed circumstances have become apparent.



Macros Must Be Enabled -- Please Re-open and Enable

Conflict of Interest Code of the County of Fresno

 Email Me]
Double click!

Steven E White HEREBY SUBMITS THE FOLLOWING AMENDED CONFLICT OF INTEREST CODE TO THE BOARD OF SUPERVISORS OF THE COUNTY OF FRESNO.

AGENCY: Public Works and Planning

stwhite 10/21/2024 4:23:57 PM
Department Head Signature / Date

 Sign] Double click!

RECEIVED ON BEHALF OF THE BOARD OF SUPERVISORS OF THE COUNTY OF FRESNO.

Clerk of the Board of Supervisors

 Sign] Double click!

THE FOLLOWING CONFLICT OF INTEREST CODE, HAVING BEEN SUBMITTED BY THE AGENCY DESIGNATED ABOVE, WAS APPROVED BY ORDER OF THE CODE-REVIEWING BODY ON 8/15/25

OTHER ACTION (IF ANY): N/A

Clerk of the Board of Supervisors

 Sign] Double click!

EXHIBIT “A” PUBLIC WORKS AND PLANNING

<u>Classification</u>	<u>Category</u>
Accountant I / II	2
Architect	1
Building Inspector I / II	1
Building Plans Engineer	1
Chief Building Inspector	1
Chief of Field Surveys	1
<u>Code Enforcement Division Manager</u>	<u>1</u>
<u>Code Enforcement Manager</u>	<u>1</u>
<u>Code Enforcement Officer I / II</u>	<u>1</u>
Consultant	*
Departmental Information Technology Manager	1
<u>Deputy County Surveyor</u>	<u>1</u>
Deputy Director of Planning	1
Deputy Director of Public Works	1
Development Services & Capital Projects Manager	1
Director of Public Works and Planning	1
Disposal Site Supervisor	2
Engineer I / II / III	1
Field Survey Supervisor	3
Financial Analyst I / II / III	1
Housing Rehabilitation Specialist I / II	1
Information Technology Analyst I / II / III / IV	2
Landfill Operations Manager	1
Planner I / II / III	1
Planning and Resource Management Official	1
Principal Accountant	1
Principal Planner	1
Program Manager	1
Public Works and Planning Finance Division Manager	1
Public Works Division Engineer	1
Resources Division Manager	1
Right of Way Agent II / III	1
Road Maintenance & Operations Division Manager	1
Road Maintenance Supervisor	1
Road Superintendent	1
Senior Accountant	2
<u>Senior Code Enforcement Officer</u>	<u>1</u>
Senior Engineer	1
Senior Engineering Technician	2

<u>Classification</u>	<u>Category</u>
Senior Information Technology Analyst	2
Senior Planner	1
Senior Staff Analyst	1
Senior Surveyor	1
Staff Analyst I / II / III	1
Supervising Accountant	1
Supervising Architect	1
Supervising Building Inspector	1
Supervising Engineer	1
Supervising Surveyor	1
Supervising Water/Wastewater Specialist	1
Surveyor I / II / III	1
Traffic Maintenance Supervisor	2
Water & Natural Resources Manager	1

- * Consultants shall be included in the list of designated employees and shall disclose pursuant to the broadest disclosure category in the code subject to the following limitation: The Director of Public Works and Planning may determine in writing that a particular consultant, although a “designated position”, is hired to perform a range of duties that is limited in scope and thus is not required to fully comply with the disclosure requirements in this section. Such written determination shall include a description of the consultant’s duties and, based upon that description, a statement of the extent of disclosure requirements. The Director of Public Works and Planning’s determination is a public record and shall be retained for public inspection in the same manner and location as this conflict of interest code.

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: ☐ a. contract ☐ b. grant ☐ c. cooperative agreement ☐ d. loan ☐ e. loan guarantee ☐ f. loan insurance	2. Status of Federal Action: ☐ a. bid/offer/application ☐ b. initial award ☐ c. post-award	3. Report Type: ☐ a. initial ☐ b. material change For Material Change Only: year _____ quarter _____ date of last report _____
4. Name and Address of Reporting Entity ☐ Prime ☐ 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) _____ (attach Continuation Sheet(s) if necessary)	
12. Amount of Payment (check all that apply) \$ _____ ☐ actual ☐ planned	14. Type of Payment (check all that apply) ☐ a. retainer ☐ b. one-time fee ☐ c. commission ☐ d. contingent fee ☐ e. deferred ☐ f. other, specify _____	
13. Form of Payment (check all that apply): ☐ a. cash ☐ 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: Yes ☐ No ☐		
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.		
Signature: <u>Stephen Hawkins</u> Digitally signed by Stephen Hawkins DN: cn=US, email=stephawkins@mgong.com, o=MGE Engineering, Inc., CN=Stephen Hawkins Date: 2025.08.28 10:52:45-07'00' Print Name: <u>Stephen Hawkins</u> Title: <u>Vice President</u> Telephone No.: <u>916-421-1000</u> Date: <u>8/28/25</u>		
Authorized for Local Reproduction Standard Form - LLL		

Standard Form LLL Rev. 04-28-06

NOT APPLICABLE

Distribution: Orig- Local Agency Project Files

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

DEBARMENT AND SUSPENSION CERTIFICATION TITLE 49, CODE OF FEDERAL REGULATIONS, PART 29

The appraiser, under penalty of perjury, certifies that, except as noted below, he/she or any other person associated therewith in the capacity of owner, partner, director, officer, and manager:

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

If there are any exceptions to this certification, insert the exceptions in the following space.

For any exception noted above, indicate below to whom it applies, initiating agency, and dates of action.

Notes:

Providing false information may result in criminal prosecution or administrative sanctions.

Signature: Stephen Hawkins  Digitally signed by Stephen Hawkins
DN: C=US, E=shawkins@mgeeng.com,
O="MGE Engineering, Inc.", CN=Stephen
Hawkins
Date: 2025.08.28 10:51:53-07'00' Date: 08/28/2025

Consultant Performance Evaluation

Exhibit 10-S Consultant Performance Evaluation

1. PROJECT DATA		2. CONSULTANT DATA					
1a.	Project (include title, location, and Activity/CIP No.)	2a.	Consultant Name and Address				
1b.	Brief Description of Project (design, study, etc.)	2b.	Consultant's Manager				
1c.	Budget Cost for Project: \$ _____	2c.	Phone: _____				
3. AGENCY DEPARTMENT/SECTION RESPONSIBLE							
3a.	Department (include section and division)	3b.	Agency Project Manager (name & phone)				
4. CONTRACT DATA (Engineering Services)							
4a.	Contract No.: _____ Termination date: _____ Base Fee: \$ _____ Agreement date: _____ Date terminated: _____ Contingency: \$ _____						
4b.	Amendment \$ _____ / # _____ (Total Value) (Initiated by Agency)	\$ _____ / # _____ (Total Value) (Initiated by Agency)					
4c.	Change Order \$ _____ / # _____ (Total Value) (Initiated by Agency)	\$ _____ / # _____ (Total Value) (Initiated by Agency)					
4d.	Total Fee per Agreement (4a. + 4b. + 4c.) \$ _____ Total Fee Paid \$ _____ (Do not include Contingency Listed in 4a.)						
4e. Type of Services (Design, study, etc.)	4f. Historical Record of Key Submittal Dates (enter date or n/a if not applicable)						
		Preliminary	30%	70%	90%	100%	Final
	Per Agreement						
	Delivery Date						
	Acceptance Date						
4g. Notice To Proceed _____ (date) 4h. Number of Days _____ (number) 4i. Actual Number of Days _____ (number)		4j. Reasons for Change Orders: (Indicate total for each reason)					
		Errors/Omissions \$ _____	% of Base Fee _____				
		Unforeseen Conditions \$ _____	% of Base Fee _____				
		Changed Scope \$ _____	% of Base Fee _____				
		Changed Quantities \$ _____	% of Base Fee _____				
		Program Task Options \$ _____	% of Base Fee _____				
5. OVERALL RATING (Complete Section II on reverse, include comments as appropriate.)							
		Outstanding	Above Average	Average	Below Average	Poor	N/A
5a.	Plans/Specifications accuracy						
5b.	Consistency with budget						
5c.	Responsiveness to Agency Staff						
5d.	Overall Rating						
6. AUTHORIZING SIGNATURES							
6a. Agency Design Team Leader _____		Date: _____					
6b. Agency Project Manager _____		Date: _____					
6c. Agency Public Works Manager _____		Date: _____					
6d. Consultant Representative _____		Date: _____					

See Reverse Side

Consultant Performance Evaluation

PLANS/SPECIFICATIONS ACCURACY	Outstanding	Above Avg.	Avg.	Below Avg.	Poor	N/A	Responsiveness To Staff	Outstanding	Above Avg.	Avg.	Below Avg.	Poor	N/A
Plans Specifications clear and concise							Timely Responses						
Plans/Specs Coordination							Attitude toward Client and review bodies						
Plans/Specs properly formatted							Follows directions and Chain of responsibility						
Code Requirements covered							Work product delivered on time						
Adhered to Agency Standard Drawings/Specs							Timeliness in notifying Agency of major problems						
Drawings reflect existing conditions							Resolution of field Problems						
As-Built Drawings							Consistency with budget						
Quality Design							Reasonable Agreement negotiation						
Change Orders due to design deficiencies are minimized							Adherence to fee schedule						
							Adherence to project Budget						

Section III		EXPLANATIONS AND SUPPLEMENTAL INFORMATION	
(Attach additional documentation as needed)			
Item _____:			
Item _____:			
Item _____:			
Item _____:			
Item _____:			
Item _____:			

*Indicates supporting documentation attached.

TITLE VI ASSURANCES

APPENDIX A

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

- a. Compliance with Regulations: APPRAISER 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: APPRAISER, 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. APPRAISER 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 APPRAISER 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 APPRAISER of the APPRAISER'S obligations under this Agreement and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin.
- d. Information and Reports: APPRAISER 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 APPRAISER is in the exclusive possession of another who fails or refuses to furnish this information, APPRAISER shall so certify to the recipient or FHWA as appropriate, and shall set forth what efforts APPRAISER has made to obtain the information.
- e. Sanctions for Noncompliance: In the event of APPRAISER'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: withholding of payments to APPRAISER under the Agreement within a reasonable period of time, not to exceed 90 days; and/or
 - i. cancellation, termination or suspension of the Agreement, in whole or in part.
- f. Incorporation of Provisions: APPRAISER 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.

APPRAISER 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 APPRAISER becomes involved in, or is threatened with, litigation with a sub-applicant or supplier as a result of such direction, APPRAISER

may request the recipient enter into such litigation to protect the interests of the State, and, in addition, APPRAISER may request the United States to enter into such litigation to protect the interests of the United States.

APPENDIX B

CLAUSES FOR DEEDS TRANSFERRING UNITED STATES PROPERTY

The following clauses will be included in deeds effecting or recording the transfer of real property, structures, or improvements thereon, or granting interest therein from the United States pursuant to the provisions of Assurance 4:

NOW THEREFORE, the U.S. Department of Transportation as authorized by law and upon the condition that the recipient will accept title to the lands and maintain the project constructed thereon in accordance with Title 23 U.S.C., the regulations for the administration of the preceding statute, and the policies and procedures prescribed by the FHWA of the U.S. Department of Transportation in accordance and in compliance with all requirements imposed by Title 49, Code of Federal Regulations, U.S. Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Non-discrimination in Federally-assisted programs of the U.S. Department of Transportation pertaining to and effectuating the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252; 42 U.S.C. § 2000d to 2000d-4), does hereby remise, release, quitclaim and convey unto the recipient all the right, title and interest of the U.S. Department of Transportation in and to said lands described in Exhibit A attached hereto and made a part hereof.

(HABENDUM CLAUSE)

TO HAVE AND TO HOLD said lands and interests therein unto the recipient and its successors forever, subject, however, to the covenants, conditions, restrictions and reservations herein contained as follows, which will remain in effect for the period during which the real property or structures are used for a purpose for which Federal financial assistance is extended or for another purpose involving the provision of similar services or benefits and will be binding on the recipient, its successors and assigns. The recipient, in consideration of the conveyance of said lands and interest in lands, does hereby covenant and agree as a covenant running with the land for itself, its successors and assigns, that (1) no person will on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination with regard to any facility located wholly or in part on, over, or under such lands hereby conveyed [,] [and]* (2) that the recipient will use the lands and interests in lands and interest in lands so conveyed, in compliance with all requirements imposed by or pursuant to Title 49, Code of Federal Regulations, U.S. Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Non-discrimination in Federally-assisted programs of the U.S. Department of Transportation, Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations and Acts may be amended [, and (3) that in the event of breach of any of the above-mentioned non-discrimination conditions, the Department will have a right to enter or re-enter said lands and facilities on said lands, and that above described land and facilities will thereon revert to and vest in and become the absolute property of the U.S. Department of Transportation and its assigns as such interest existed prior to this instruction].*

(*Reverter clause and related language to be used only when it is determined that such a clause is necessary in order to make clear the purpose of Title VI.)

APPENDIX C
CLAUSES FOR TRANSFER OF REAL PROPERTY ACQUIRED OR IMPROVED UNDER THE
ACTIVITY, FACILITY, OR PROGRAM

The following clauses will be included in deeds, licenses, leases, permits, or similar instruments entered into by the recipient pursuant to the provisions of Assurance 7(a):

- A. The (grantee, lessee, permittee, etc. as appropriate) for himself/herself, his/her heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree [in the case of deeds and leases add "as a covenant running with the land"] that:
 - 1. In the event facilities are constructed, maintained, or otherwise operated on the property described in this (deed, license, lease, permit, etc.) for a purpose for which a U.S. Department of Transportation activity, facility, or program is extended or for another purpose involving the provision of similar services or benefits, the (grantee, licensee, lessee, permittee, etc.) will maintain and operate such facilities and services in compliance with all requirements imposed by the Acts and Regulations(as may be amended) such that no person on the grounds of race, color, or national origin, will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities.
- B. With respect to licenses, leases, permits, etc., in the event of breach of any of the above Non-discrimination covenants, the recipient will have the right to terminate the (lease, license, permit, etc.) and to enter, re-enter, and repossess said lands and facilities thereon, and hold the same as if the (lease, license, permit, etc.) had never been made or issued.*
- C. With respect to a deed, in the event of breach of any of the above Non-discrimination covenants, the recipient will have the right to enter or re-enter the lands and facilities thereon, and the above described lands and facilities will there upon revert to and vest in and become the absolute property of the recipient and its assigns.*

(*Reverter clause and related language to be used only when it is determined that such a clause is necessary to make clear the purpose of Title VI.)

APPENDIX D
CLAUSES FOR CONSTRUCTION/USE/ACCESS TO REAL PROPERTY ACQUIRED UNDER THE
ACTIVITY, FACILITY OR PROGRAM

The following clauses will be included in deeds, licenses, permits, or similar instruments/agreements entered into by the recipient pursuant to the provisions of Assurance 7(b):

- A. The (grantee, licensee, permittee, etc., as appropriate) for himself/herself, his/her heirs, personal representatives, successors in interest ,and assigns, as a part of the consideration hereof, does hereby covenant and agree (in the case of deeds and leases add, "as a covenant running with the land") that (1) no person on the ground of race, color, or national origin, will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities, (2) that in the construction of any improvements on, over, or under such land, and the furnishings of services thereon, no person on the ground of race, color, or national origin, will be excluded from participation in, denied the benefits or, or otherwise be subjected to discrimination, (3) that the (grantee, licensee, lessee, permittee, etc.) will use the premises in compliance with all other requirements imposed by or pursuant to the Acts and Regulations, as amended, set forth in

this Assurance.

- B. With respect to (licenses, leases, permits, etc.) in the event of breach of any of the above of the above Non-discrimination covenants, the recipient will have the right to terminate the (license, permits, etc., as appropriate) and to enter or re-enter and repossess said land and the facilities thereon, and hold the same as if said (license, permit, etc., as appropriate) had never been made or issued.*
- C. With respect to deeds, in the event of breach of any of the above Non-discrimination covenants, the recipient will there upon revert to and vest in and become the absolute property of the recipient and its assigns.

APPENDIX E

During the performance of this contract, the APPRAISER, for itself, its assignees, and successors in interest (hereinafter referred to as the "APPRAISER") 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 12898, Federal Actions to Address Environmental Justice in Minority

Populations and Low-Income Populations, which ensures discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;

- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of Limited English Proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- 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).