PROFESSIONAL SERVICES CONTRACT
(for federal aid projects)

THIS CONTRACT is entered into this ____ day of _____, 2026, between the CITY OF STOCKTON, a municipal corporation ("City"), and **SIEGFRIED ENGINEERING, INC.** whose address is **3428 BROOKSIDE RD, STOCKTON, CA 95219** ("Consultant") for the **B STREET ROUNDABOUTS, PROJECT NO. WT25053 / FEDERAL PROJECT NO. HSIPL-5008(225)**, hereinafter referred to as "Project".

RECITALS

A. Consultant represents that it is licensed in the State of California and is qualified, willing and able to provide the services proposed in the SCOPE OF WORK section of this Contract.

B. City finds it necessary and advisable to use the services of the Consultant for the purposes provided in this Contract.

NOW THEREFORE, in consideration of the mutual promises, covenants and conditions in this Contract, City and Consultant agree as follows:

1. SCOPE OF SERVICES. Subject to the terms and conditions set forth in this Contract, Consultant shall undertake and complete the services described in **Exhibit A**. Consultant shall provide said services at the time, place, and in the manner specified in **Exhibit A** and compatible with the standards of the profession. Consultant agrees that it shall produce a fully complete project that is acceptable to the City.

2. COMPENSATION. City shall pay Consultant for services outlined in **Exhibit B** according to the fee not to exceed the schedule detailed in **Exhibit C**, which is attached to this Contract and incorporated by this reference. Consultant agrees this fee is for full remuneration for performing all services and furnishing all staffing and materials called for in the scope of services. The payments shall be made on a monthly basis upon receipt and approval of Consultant's invoice. Total compensation for services and reimbursement for costs shall not exceed **$300,000** or as otherwise mutually agreed to in a Contract Amendment.

3. INSURANCE. During the term of this Contract, Consultant shall maintain in full force and effect at its own cost and expense the insurance coverage as set forth in the attached **Exhibit D** and shall otherwise comply with the other provisions of **Exhibit D**.

4. INDEMNITY AND HOLD HARMLESS. Pursuant to the full language of California Civil Code §2782, design Professional agrees to indemnify, including the cost to defend, City of Stockton and its officers, officials, employees, and volunteers from and against any and all claims, demands, costs, or liability that arise out of, or pertain to, or relate to the negligence, recklessness, or willful misconduct of Design Professional and its employees or agents in the performance of services under this contract, but this indemnity does not apply to liability for damages arising from the sole negligence, active negligence, or willful acts of the City of Stockton; and does not apply to any passive negligence of the

City of Stockton unless caused at least in part by the Design Professional. The City of Stockton agrees that in no event shall the cost to defend charged to the Design Professional exceed that professional's proportionate percentage of fault. This duty to indemnify shall not be waived or modified by contractual agreement or acts of the parties.

5. **SCHEDULE AND TERM.** Consultant shall perform the scope of work as described in **Exhibit A** according to the schedule detailed in **Exhibit C**, which is attached to this Contract and incorporated by this reference. This contract shall commence on the date written above and shall expire on **DECEMBER 31, 2030**, unless extended by mutual agreement through the issuance of a Contract Amendment.

a. Invoices submitted by Consultant to City must contain a brief description of work performed, time used and City project number. Payment shall be made within thirty (30) days of approval of invoice by City.

b. Upon completion of work and acceptance by City, Consultant shall have sixty (60) days in which to submit final invoicing for payment. An extension may be granted by City upon receiving a written request thirty (30) days in advance of said time limitation. City shall have no obligation or liability to pay any invoice for work performed which Consultant fails or neglects to submit within sixty (60) days, or any extension thereof granted by the City, after work is accepted by City.

6. **CONFORMANCE TO APPLICABLE LAWS**. Consultant shall comply with all applicable Federal, State, and Municipal laws, rules, and ordinances. Consultant shall not discriminate in the employment of persons or in the provision of services under this Contract on the basis of any legally protected classification, including race, color, national origin, ancestry, sex or religion of such person.

a. TITLE VI

Title VI of the Civil Rights Act of 1964 requires that "no person in the United States shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance." (42 USC Section 2000d). http://www.dol.gov/oasam/regs/statutes/titlevi.htm.

The City of Stockton requires compliance with the requirements of Title VI in all of its programs and activities regardless of funding source.

b. DISCRIMINATION AND HARASSMENT POLICY

The City of Stockton has a Discrimination and Harassment Policy (**Exhibit E**). The purpose of this policy is to reaffirm the City's commitment to demonstrating respect for all individuals by strictly prohibiting discrimination and harassment, including sexual harassment in the workplace, to define the types of behavior and conduct prohibited by this policy, and to set forth a procedure for reporting,

investigating, and resolving complaints of discrimination and harassment in the workplace.

c. LABOR STANDARDS PROVISIONS/CALIFORNIA LABOR CODE

The bidder shall understand that conditions set forth in Chapter 1, Part 7, Division 2 of the California Labor Code shall be considered part of the contract agreement.
https://leginfo.legislature.ca.gov/faces/codes_displayText.xhtml?lawCode=LAB&division=2.&title=&part=7.&chapter=1.&article=2.

d. PREVAILING WAGE RATES

Consultant and any subcontractor shall pay each employee engaged in the trade or occupation not less than the prevailing hourly wage rate. In accordance with the provisions of Section 1770 of the Labor Code, the Director of Department of Industrial Relations of the State of California has determined the general prevailing rates of wages and employer payments for health and welfare, pension, vacation, travel time, and subsistence pay as provided for in Section 1773.1, apprenticeship or other training programs authorized by Section 3093 and similar purposes applicable to the work to be done. Consultant performing the work under this contract shall obtain a copy of the wage rate determination and shall distribute copies to each subcontractor. As the wage determination for each craft reflects an expiration date, it shall be the prime Consultant and each subcontractor's responsibility to ensure that the prevailing wage rates of concern is current and paid to the employee.

i. The Consultant performing the work shall be responsible for obtaining a copy of the State wage rate determination. State wage rates may be obtained at http://www.dir.ca.gov/OPRL/pwd/Determinations/Northern/Northern.pdf. The Consultant shall be responsible for posting said wage rates at a prominent location at the work site and shall maintain same in good readable condition for the duration of the work.

ii. Should the Consultant choose to work on a Saturday, Sunday or on a holiday recognized by the Labor Unions, the Consultant shall reimburse the City the actual cost of engineering, inspection, superintendence, and or other overhead expenses which are directly chargeable to the contract. Should such work be undertaken at the request of the City, reimbursement will not be required. To conform strictly with the provisions of Division 2, Part 7, Chapter 1, Article 2, of the Labor Code of the State of California. To forfeit as a penalty to City the sum of **TWENTY FIVE AND NO/100 DOLLARS ($25.00)** for each laborer, worker, or mechanic employed by Consultant, or by any subcontractor under Consultant, in the execution of this contract, for each calendar day during which any laborer, worker, or mechanic is required or permitted to work more than eight (8) hours and who is not paid the general prevailing rate of per diem wages for holiday

and overtime work in violation of the provisions of Sections 1770 to 1781 of the Labor Code of the State of California. That all sums forfeited under the provisions of the foregoing sections shall be deducted from the payments to be made under the terms of this contract.

iii. PAYROLL RECORDS The Consultant to whom the contract is awarded shall ensure that the prime and each subcontractor will, in accordance with Section 1776 of the Labor Code, maintain certified payroll records. A copy of said records shall be provided with each invoice to the Public Works Department, Attention: Contract Compliance Officer. It shall be the Consultant's responsibility to obtain copies of the current prevailing wage rate determination for all subcontractors. Additionally, certified payroll records must be uploaded to the DIR website as required by labor code.

iv. APPRENTICESHIP STANDARDS The Consultant shall comply with the provisions established in Section 1777.5 of the Labor Code concerning the 1) certified approval by local joint apprenticeship committees for the employment and training of apprentices, and 2) contribution of funds to administer and conduct apprenticeship programs, if applicable to the job.

e. APPENDIX A AND E OF THE TITLE VI ASSURANCES
During the performance of this contract, the contractor, for itself, its assignees, and successors in interest agrees to comply with the Appendix A and E of the Title VI Assurances attached as **Exhibit F**.

f. SANCTIONS
Deliverables must conform with all applicable federal, state, and local laws. Such conformity includes compliance with federal sanctions, and Contractor certifies that it has not and will not engage in prohibited transactions with sanctioned persons or entities.

7. RIGHTS AND DUTIES OF CITY. City shall make available to Consultant all data and information in the possession of City which both parties deem necessary to complete the work, and City shall actively aid and assist Consultant in obtaining such information as may be deemed necessary from other agencies and individuals.

8. OBLIGATIONS OF CONSULTANT. Throughout the term of this Contract, Consultant represents and warrants that it has or will have at the time this Contract is executed, all licenses, permits, qualifications, insurance, and approvals of whatsoever nature which are legally required for the Consultant to practice its professions, and Consultant shall, at its own cost and expense, keep in effect during the life of this Contract all such licenses, permits, qualifications, insurance, and approvals. Consultant shall meet with the Public Works Director or other personnel of City or third parties as necessary on all matters connected with the carrying out of Consultant's services. Such meetings shall be held at the request of either party hereto. Consultant further warrants that it will follow the best current, generally accepted and professional practices to make findings, render opinions, prepare factual presentations, and provide professional advice and recommendations regarding this project.

9. OWNERSHIP OF WORK. All reports, drawings, designs, plan review comments, work product, and all other documents completed or partially completed by Consultant in the performance of this Contract shall become and remain the property of the City. Any and all copyrightable subject matter in all materials is hereby assigned to the City and the Consultant agrees to execute any additional documents that may be necessary to evidence such assignment. All materials shall be delivered to the City upon completion or termination of the work under this Contract. If any materials are lost, damaged, or destroyed before final delivery to the City, the Consultant shall replace them at its own expense. Consultant shall keep materials confidential. Materials shall not be used for purposes other than performance of services under this Contract and shall not be disclosed to anyone not connected with these services unless the City expressly provides prior written consent.

10. CONTRACT AMENDMENTS. City reserves the right to make such alterations as may be deemed necessary or advisable and to require such extra work as may be required for the proper completion of the work contemplated by Consultant. Any such changes will be set forth in a Contract Amendment which will specify, in addition to the work done in connection with the change made, adjustment of contract time, if any, and the basis of compensation for such work. A Contract Amendment will not become effective until approved by the authorized City official.

11. TERMINATION. The City may terminate this Contract upon thirty (30) calendar days written notice to Consultant with the reason for termination stated in the notice. The Contract shall then be deemed terminated and no further work shall be performed by Consultant. If the Contract is so terminated, the Consultant shall be paid for that percentage of work actually completed at the time the notice of termination is received.

12. CONSULTANT STATUS. In performing the obligations set forth in this Contract, Consultant shall have the status of an independent contractor and Consultant shall not be considered to be an employee of the City for any purpose. All persons working for or under the direction of Consultant are its agents and employees and are not agents of the City. Subcontractors shall not be recognized as having any direct or contractual relationship with the City. The persons engaged in the work, including employees of subcontractors and suppliers, will be considered employees of Consultant. The Consultant shall be responsible for the work of subcontractors, which shall be subject to the provisions of this Contract. The Consultant is responsible to the City for the acts and omissions of its subcontractors and persons directly or indirectly employed by them.

a. If in the performance of this Contract any third persons are employed by Consultant, such persons shall be entirely and exclusively under the direction, supervision, and control of Consultant. All terms of employment including hours, wages, working conditions, discipline, hiring, and discharging or any other term of employment or requirement of law shall be determined by Consultant.

i. It is further understood and agreed that Consultant must issue W-2 forms or other forms as required by law for income and employment tax purposes for all of Consultant's personnel.

ii. As an independent contractor, Consultant hereby indemnifies and holds City harmless from any and all claims that may be made against the City based upon any contention by any third party that employer-employee relationship exists by reason of this Contract.

13. ASSIGNMENT. Consultant shall not assign, sublet, or transfer this Contract or any interest or obligation in the Contract without the prior written consent of the City, and then only upon such terms and conditions as City may set forth in writing. Consultant shall be solely responsible for reimbursing subcontractors.

14. HEADINGS NOT CONTROLLING. Headings used in the Contract are for reference purposes only and shall not be considered in construing this Contract.

15. NOTICES. Any and all notices herein required shall be in writing and shall be sent by certified or registered mail, postage prepaid, addressed as follows:

To Consultant:	**To City:**
Siegfried Engineering, Inc. 3428 Brookside Rd Stockton, CA 95219	City of Stockton Public Works Director 501 W. Weber Ave, Bldg. 2 Stockton, CA 95203

16. LICENSES, CERTIFICATIONS, AND PERMITS. Prior to the City's execution of this Contract and prior to the Consultant's engaging in any operation or activity set forth in this Contract, Consultant shall obtain a City of Stockton business license, which must be kept in effect during the term of this Contract. Consultant covenants that it has obtained all certificates, licenses, permits and the like required to perform the services under this Contract.

17. RECORDS AND AUDITS. City reserves the right to periodically audit all charges made by Consultant to City for services under this Contract. Upon request, Consultant agrees to furnish City, or a designated representative, with necessary information and assistance.

Consultant agrees that City or its delegate shall have the right to review, obtain, and copy all records pertaining to performance of the Contract. Consultant agrees to provide City or its delegate with any relevant information requested and shall permit City or its delegate access to its premises, upon reasonable notice, during normal business hours for the purpose of interviewing employees and inspecting and copying such books, records, accounts, and other material that may be relevant to a matter under investigation for the purposes of determining compliance with this Contract. Consultant agrees to maintain such records for a period of three years from the date that final payment is made.

18. CONFIDENTIALITY. Consultant shall exercise reasonable precautions to prevent the unauthorized disclosure and use of City reports, information or conclusions.

19. CONFLICTS OF INTEREST. Consultant covenants that other than this Contract, Consultant has no financial interest with any official, employee, or other representative of the City. Consultant and its principals do not have any financial interest in real property, sources of income or investment that would be affected in any manner or degree by the performance of Consultant's services under this Contract. If such an interest arises, Consultant will immediately notify City.

20. WAIVER. In the event either City or Consultant at any time waive any breach of this Contract by the other, such waiver shall not constitute a waiver of any other or succeeding breach of this Contract, whether of the same or of any other covenant, condition, or obligation.

21. GOVERNING LAW. California law shall govern any legal action pursuant to this Contract with venue for all claims in the Superior Court of the County of San Joaquin, Stockton Branch or, where applicable, in the federal District Court of California, Eastern District, Sacramento Division.

22. NO PERSONAL LIABILITY. No official or employee of City shall be personally liable to Consultant in the event of any default or breach by City or for any amount due Consultant.

23. INTEGRATION AND MODIFICATION. The response by Consultant to the Request for Proposals and the Request for Proposals on file with the City Clerk are hereby incorporated herein by reference to the extent that such documents do not differ from the provisions and terms of this Contract that shall supersede such response to Request for Proposals. This Contract represents the entire integrated agreement between Consultant and City, supersedes all prior negotiations, representations, or agreements, either written or oral, between the parties, and may be amended only by written instrument signed by Consultant and City. All exhibits and this contract are intended to be construed as a single document. Should any inconsistency occur between the specific terms of this Contract and the attached exhibits, the terms of this Contract will prevail.

24. FEDERAL PROVISIONS. Consultant shall comply with the Federal Aid Consultant Contract Provisions which are attached hereto as **Exhibit G** and incorporated herein by this reference.

25. SEVERABILITY. The provisions of this Contract are severable to the extent that should any of its provisions or terms be declared void in whole or in part by operation of law or agreement of the parties, the remainder of the provisions or terms not expressly declared void shall remain enforceable and in full effect.

26. THIRD PARTY RIGHTS. Nothing in this Contract shall be construed to give any rights or benefits to anyone other than City and Consultant.

27. AUTHORITY. The undersigned hereby represent and warrant that they are authorized by the parties to execute this Contract.

IN WITNESS WHEREOF: the parties have executed this Contract the day and year first hereinabove written.

CITY OF STOCKTON

By:_____
JOHNNY FORD
CITY MANAGER

ATTEST:

By:_____
KATHERINE ROLAND, CMC, CPMC
CITY CLERK

APPROVED AS TO FORM:

By:_____
DEPUTY CITY ATTORNEY

SIEGFRIED ENGINEERING, INC.

By:_____
Signature

Paul Schneider
Print Name

Title: President

SIEGFRIED
OVER 70 YEARS OF SERVICE

siegfriedeng.com

Project Summary

The City of Stockton is advancing the design of roundabouts at B Street & Boeing Way and B Street & Industrial Drive to improve safety, reduce vehicle speeds, and enhance overall intersection operations under the Highway Safety Improvement Program (HSIP). These intersections serve a mix of local, industrial, and commercial traffic, including frequent heavy truck movements, and require a thoughtful, context-sensitive design that balances safety with operational efficiency.

Siegfried brings extensive experience delivering roundabouts and complete streets improvements throughout Stockton, along with direct familiarity with the B Street and Boeing Way corridor through prior engineering work supporting nearby industrial development. This local knowledge, combined with our in-house civil, survey, geotechnical, landscape, and outreach capabilities, positions our team to efficiently advance the project from initial concepts through final PS&E and construction support.

Our approach is centered on developing a practical, buildable roundabout design that fits within existing constraints, accommodates large vehicle movements, and minimizes impacts to surrounding businesses and infrastructure. Through early validation of geometry, proactive utility coordination, streamlined environmental compliance, and close collaboration with the City, we will deliver a well-coordinated, bid-ready project that meets HSIP objectives and supports the City's long-term transportation goals. It is assumed that the center area will be hardscape, rock, and synthetic but that no plating or irrigation will be included.

The following detailed work plan outlines how our team will execute each task, maintain schedule and quality, and ensure successful project delivery.

Task 1 | Background Research

Siegfried will research and review existing topographic mapping, photos, right of way maps, "as-built" plans, record maps, surveys, assessor maps, local street improvement plans, collision reports, sight distance, approach speed, total pedestrians and vehicle volumes, public transit routes, grade, need of advance warning signs and flashers, and other geometrical and operational characteristics for the project.

Siegfried will conduct field reconnaissance of the entire project limits. Siegfried will work with all pertinent utilities to identify conflicts, coordinate utility plan reviews, conduct necessary coordination meetings, and locate designed improvements as required to facilitate any utility relocations. Siegfried will coordinate with the City to the maximum extent possible to route this information to utility companies. Siegfried will show all existing utilities that will be impacted or cause impact by the proposed project. Siegfried will arrange and coordinate with all utility companies, within the project sphere, to resolve any utility issues.

The team will review existing street lighting as-builts, collision reports, pedestrian, and vehicle volumes (if available), sight distance, truck and bus routes, and approach speeds.

A field reconnaissance will be conducted to observe the traffic patterns, identify existing street lighting infrastructure.

The team will obtain intersection volumes during the school year including auto, pedestrian, and bicycle volumes during the weekday a.m., afternoon school pick-up, and p.m. peak hours.

Siegfried will identify required permits, prepare all permit applications, and assist the City with negotiations relative to permit conditions, if required. Permit fees will be paid by the City.

Task 2 | Environmental Services

The City of Stockton proposes to utilize federal Highway Safety Improvement Program (HSIP) funding to design and construct roundabouts at the intersections of B Street and Boeing Way, and B Street and Industrial Drive. The purpose of the project is to reduce driver speed and traffic collisions.

Caltrans District 10 Division of Local Assistance will be responsible for issuing NEPA approval for the project. Based on the project description provided in the RFP as well as desktop research completed for the project area, it is expected that a Preliminary Environmental Study (PES) form will be required, and that the results of the PES form will identify the need to complete an Air Quality Checklist and PM10/PM2.5 Interagency Consultation to address Air Quality and Conformity, a Phase I Initial Site Assessment to address potential for hazardous materials, a Location Hydraulic Study Memo – No Significant Encroachment to address construction of the Boeing Way roundabout within a floodplain, and a Community Impacts Technical Memo to address potential effects from traffic detours, utility relocations, possible right-of-way acquisitions and reductions in parking. ESA will prepare these documents and consult and coordinate with Caltrans District 10 environmental staff to obtain approval of these documents, which will support Caltrans' issuance of a NEPA Categorical Exclusion (CE).

The City of Stockton will be the California Environmental Quality Act (CEQA) Lead Agency for the project. It is expected that the project would qualify as Categorically Exempt from CEQA.

Task 2.1 | Preliminary Environmental Assessment Form: ESA will review the Preliminary ESA and will review the Preliminary Environmental Study (PES) form prepared by the City.

Task 2.2 | Air Quality Conformity: ESA will complete Interagency Consultation (IAC) for PM10/PM2.5. This will consist of preparation of a San Joaquin Valley Hot Spot Checklist for Interagency Consultation and project presentation materials for submittal to the San Joaquin Valley Project-Level Conformity Working Group. ESA will submit the required materials to the Working Group for public circulation, and attend the Working Group meeting to present the project.

Following completion of the IAC process, ESA will prepare a Caltrans-format Air Quality Conformity Findings Checklist to document the project's conformity with federal air quality requirements, including the conclusions of the IAC process.

Task 2.3 | Phase I Initial Site Assessment: ESA will prepare a Phase I Initial Site Assessment (Phase I ISA) in general accordance with the Caltrans SER Chapter 10 requirements and the American Society for Testing and Materials (ASTM) Standard Practice for Environmental Site Assessments: Phase I Environmental Site Assessment Process (ASTM E1527-21), and the U.S. Environmental Protection Agency (EPA) Final Rule regarding Standards and Practices for All Appropriate Inquiries (70 Federal Register [FR] 66070, July 1, 2005; 40 Code of Federal Regulations [CFR] Part 312) (AAI Rule). To support completion of the Phase I ISA, ESA will review regulatory agency and other records to help identify site conditions, conduct a physical setting review, review historic land use, conduct a site reconnaissance and vicinity survey, and conduct interviews of past and present owners or occupants of the subject property, if possible.

Following these investigations, ESA will prepare a Phase ISA Report to document the results of the investigations and recommendations. The report will include findings, opinions, conclusions, and significant data gaps, if any, that could affect the identification of Recognized Environmental Conditions at the subject property. If the ISA identifies any such gaps in the records, they will be disclosed and discussed, including by identifying sources consulted to address them and comment upon their significance with regard to the ability to identify conditions indicative of releases and threatened releases of hazardous substances on, at, in, or to the subject property. The Phase I ISA will include illustrations and pertinent regulatory agency documentation regarding the subject property.

Task 2.4 | Location Hydraulic Study (LHS) Memo – No Significant Encroachment: ESA will prepare a Location Hydraulic Study (LHS) Memo – No Significant Encroachment to address the construction of a roundabout at the B Street and Boeing Way intersection, which is within a Zone AO (Depth 1-foot) Flood Hazard Area. The LHS Memo – No Significant Encroachment is used to address projects that encroach into a floodway or base floodplain, but which have low or no risk for impact.

Task 2.5 | NEPA Categorical Exemption: ESA will review the project for application of a NEPA Categorical Exemption (CE), and prepare a CE Support Memo for the project file that describes why a CE is the appropriate level of documentation for the project and documents the investigations completed during the review. ESA will rely on the information prepared to support the PES Form and technical studies prepared to support NEPA review, specifically as it pertains to hazardous materials, cultural resources, and biological resources, to inform the CE Support Memo.

Upon completion of the CE Support Memo, ESA will prepare a Notice of Exemption (NOE) in the City's preferred format and provide it to the City for their signature and posting at the County Clerk-Recorder's office and State Clearinghouse.

Deliverables:

- *Preliminary Environmental Study Form*
- *Virtual Field Review Meeting Attendance, if needed.*
- *San Joaquin Valley Hot Spot Checklist for Interagency Consultation, San Joaquin Valley Project-Level Conformity Working Group project presentation, attendance at San Joaquin Valley Project-Level Conformity Working Group meeting, and Caltrans Air Quality Conformity Findings Checklist.*
- *Phase I Initial Site Assessment*
- *Location Hydraulic Study Memo – No Significant Encroachment*
- *Community Impacts Assessment Memo*
- *NEPA Notice of Exemption and CE Support Memo*

ASSUMPTIONS

- *The City will prepare the CEQA CE and PES*
- *Caltrans will determine that the project qualifies as a Screened Undertaking and completion of cultural resources investigations and reporting would not be required.*
- *Unless otherwise specified, each deliverable will be reviewed up to four times as follows: 1) design team/prime review; 2) City of Stockton staff review; 3) Caltrans first review; 4) Caltrans final review/approval. Reviews by multiple people/divisions within each agency will be consolidated into a single, compiled set of reviews for each agency before providing comments to ESA.*
- *All deliverables will be provided in electronic format, unless otherwise specified. Electronic format will include PDF and/or Microsoft Word. Accessible formatting pursuant to the Revised Section 508 standards of the federal Rehabilitation Act of 1973 will not be required.*
- *Technical reports and consultations will be completed pursuant to Caltrans templates and applicable guidance and regulations current as of the date of this proposal submittal (March 2026).*
- *Air Quality Conformity Interagency Consultation will be completed via a Zoom meeting, and no public comments or Conformity Working Group comments will be received on the project. It is assumed that the project will not be a Project of Air Quality Concern (POAC).*

Task 3 | Utility Coordination

Siegfried will perform utility investigations and coordination with utility owners throughout the project development process. Siegfried will be present at all necessary meetings with each utility owner. Siegfried will be responsible for, but not limited to, the following:

- *Prepare a project limits map and request utility information from each utility owner within the area of work.*
- *Prepare Utility Letter "A" during preliminary design phase to the affected utility owners for City to review and approve prior to transmitting to utility owners. Information on existing utilities obtained as a result of the "A" letter will be transferred to base maps in both plan and profile view. A copy of the utility data obtained from utility owners will be provided to the City and the originals will be filed in the project files.*
- *Prepare Utility Letter "B" during 65% design phase to the affected utility owners for City to review and approve prior to transmitting to utility owners. Two sets of half-sized 65% plans will be provided to each utility owner as an attachment to the letter. The letter will request that utility owners verify any utility conflicts with proposed improvements and indicate whether any future utilities are proposed in the area that may require accommodation through the improved area. Information on existing utilities obtained as a result of the "B" letter will be used to determine potential utility conflicts and to resolve the conflicts identified. A copy of the utility data obtained from utility owners will be provided to the City and the originals will be filed in the project files.*
- *Prepare Utility Letter "C" during 100% design phase to the affected utility owners for City to review and approve prior to transmitting to utility owners. Two sets of half-sized 100% plans will be provided to each utility owner as an attachment to the letter. The letter will indicate to the utility owners whether any changes have been made to the project plans since the Utility Letter "B" and will request written confirmation of utility relocations and utility relocation schedule. A copy of the utility data obtained from utility owners will be provided to the City and the originals will be filed in the project files.*
- *Siegfried will meet with utility companies as needed to ensure that conflicts are identified and relocations performed if necessary.*
- *Siegfried will use data provided by utility companies and perform field work such as: ground penetrating radar, or other technology to confirm depth information. This field work should be performed as soon as possible so that conflicts can be identified, and utility companies can be notified of any necessary relocating.*

Task 4 | Plans, Specifications, and Estimate

Siegfried will prepare complete PS&E documents, which include design improvement plans, traffic control plans, electrical plans, drainage plans, planting and irrigation plans, technical specifications, and engineer's estimate. The PS&E shall be prepared according to the City's standards and current CA

MUTCD, as appropriate. Siegfried will use modeling software to determine acceptable Level of Service (LOS) and geometric layout and submit recommendations to City for concurrence. Prepare a base map showing existing information to facilitate the design of all the necessary improvements. The base map limits shall be sufficient to cover all necessary improvements within the project area.

Roundabout Design Process – Intermediate Reviews

Improvement plans for roundabout addition and striping, roadway, drainage, electrical, erosion control and or water pollution prevention and miscellaneous plans shall be submitted for review to the City at **15% (geometric review only), 30%, 65%, 95% and 100% completion stage.** The Siegfried will provide one electronic (PDF format). With each stage, the review comments from the previous stage shall be itemized and a written response to each shall be prepared in a comment matrix. The original red-line comments from the reviewing agency shall be returned with the succeeding submittal.

Siegfried will provide a project specification outline and project estimates at the **65%** submittal and complete project estimate and specification at **100%** submittal. A 100% check print must be submitted for review by staff prior to a 100% set of plans being plotted on mylars.

Task 4.1 | Initial 15% Geometric Review: Siegfried and AMG will submit a 15% basic geometry review for initial feedback prior to developing the 30% design package. This will give the team some initial comments and direction based on counts and field verification.

- *A field review of the area will be performed, including obtaining any measurements needed. Photographs will be taken to support efficient design activities.*
- *Any utility conflicts will be identified.*
- *Siegfried and AMG will collaborate with the design team and City staff to define the critical factors that could influence the roundabout layout and footprint, with a focus on identifying any existing physical elements (such as major utilities or specified areas of right-of-way acquisition) to be avoided. The intent of the roundabout is to fit within the existing curb to curb width. AMG will consider the turning movements of school and transit buses as well as ladder fire trucks. While the intersection is not on a designated truck route, maneuverability for WB-40 semi-trucks will also be tested to assess how such vehicles would maneuver through the intersection.*
- *Preliminary geometric alignment design concept layout (15% design) for the single-lane roundabout will be prepared in AutoCAD using the survey data supplemented by field notes and measurements. The design will be consistent with state-of-the-practice roundabout design methods and will include the locations of curbs, striping, median and splitter islands, truck apron(s), the central island, pedestrian facilities, and bicycle facilities. The layout will be carried through transitions to tie in points on the existing roadways.*

Task 4.1.A | Design Criteria: Roundabout design criteria will be established for the project based on performance-based methods contained in the Guide for Roundabouts, NCHRP Report 1043, 2023. W-Trans will collaborate with the City to define appropriate design vehicles. Preferred design treatments to accommodate bicyclists and transitions to adjacent bike lanes, including bike ramps and provision of wide peripheral pathways, will also be identified with Staff since such decisions may play a role in the intersection's overall footprint and geometry. Through this effort W-Trans will also identify areas where there may be flexibility in design parameters in consideration of the site's context.

Task 4.1.B | Traffic Analysis: AMG will perform a traffic operational analysis including projected levels of service (LOS) and queuing for the intersection using SIDRA roundabout analysis software. A traffic analysis technical memorandum will be prepared summarizing operation under the following scenarios:

- *Existing school year volumes during the a.m. peak hour, afternoon school release peak hour, and p.m. peak hour*
- *Future volumes as developed from available sources or growth factors provided by the City*
- *Deliverables: Draft of the Traffic Analysis technical memorandum and the15% Geometric Layout.*

Task 4.2 | Preliminary 30% Design: At a minimum the 30% design will include a basic geometric configuration of roadway striping layouts, curb alignments at round corner improvements, and typical cross sections. Siegfried will consider turning motions of Stockton Unified School District, Stockton Fire Department, San Joaquin Regional Transit District, and Stockton Waste Management vehicles, as well as semi-trucks with trailers when designing the project.

Any utility conflicts will be identified. If appropriate, the conflicts will be forwarded to the affected utility for further action. In addition, PTZ cameras will be added at each intersection.

The design team and City staff will collaborate to define the critical factors that could influence the roundabout layout and footprint, with a focus on identifying any existing physical elements (such as major utilities or specified areas of right-of-way acquisition) to be avoided. The intent of the roundabout is to fit within the existing curb to curb and right of way width. Preferred design treatments to accommodate bicyclists such as wide peripheral pathways will also be identified with City Staff, since such decisions may play a major role in the intersection's overall footprint and geometry, movements that must accommodate large design vehicles will also be confirmed.

The team will perform a traffic operational analysis for the intersection using Synchro or SIDRA roundabout software. The team will prepare a traffic analysis technical memorandum summarizing existing traffic operation including level of service (LOS) and queuing, roundabout level of service (LOS) and queuing projections under the following scenarios:

- *Existing school year volumes during the a.m. peak hour, afternoon school release peak hour, and p.m. peak hour*
- *Future volumes as developed from available sources or growth factors*

The design will be consistent with state-of-the-practice roundabout design methods and will include the locations of curbs, striping, median and splitter islands, truck apron(s), the central island, pedestrian facilities, and bicycle facilities. The layout will be carried through transitions to tie in points on the existing roadways. The 30% plans will address all operational and design elements such as lighting, pole locations, drainage, curbing, and traffic control concepts, in sufficient detail to prepare a detailed engineers estimate of the project costs.

Deliverables:

- *Draft and Final Electronic format of the Traffic Analysis tech memo, 30% plans, engineers estimate.*

Task 4.3 | PS&E (65% Complete): At a minimum the design will be developed to adequately identify locations of utilities, right-of-way, geometric features, and other design elements. Project estimates and specifications will be included at this stage. 65% plans will be prepared for the various aspects of the design, as indicated below:

- *Adjustments to the geometry for the roundabout based on the City's review of the initial 30% concept plan will be prepared in AutoCAD and provided to the City for input and review.*
- *Topography and demolition plans.*
- *Grading and drainage plans.*
- *Paving and Geometric plans.*
- *Signing and striping plans will be prepared using CAMUTCD and Caltrans Standard Plans at a 1"=40' scale for both locations illustrating the signing, striping, pavement markings and 200' from the intersection. Callout striping details and quantities will be shown on the 65% submittal.*
- *A photometric analysis will be conducted using Visual lighting software for the roundabout based on ANSI/IES RP-8-22 guidelines. A photometric exhibit will be provided to the City for their review.*
- *Street light poles, service equipment enclosures will be included on the plans. The level of detail will be sufficient for decision-making and cost estimating, but details that are unnecessary will not be included so that such work would not be wasted if the design subsequently changes. PTZ cameras will be located at each intersection.*
- *Traffic Control and Detour Plan*
- *A preliminary construction cost estimate will be prepared for the project.*
- *Technical specifications for the roadway, underground, lighting, signage and striping work will be prepared based on the Caltrans Special Provisions and modified to meet the City requirements.*

Task 4.4 | PS&E (90% Complete): The review comments from the 65% submittal shall be itemized and a written response to the comments shall be prepared in a comment matrix. The original red-line mark-up from the City shall be returned with the succeeding submittal.

Task 4.5 | Final PS&E (100% Complete): Complete design revisions from PS&E 90% design. Detailed project estimates and specifications shall be included at this stage. This is the final design, including final construction staging and work zone traffic control, and utility coordination. Siegfried will coordinate with PG&E for power service as needed. Siegfried will provide the necessary final PS&E documents in a bid-ready form. Project files and the Project Engineer's/Resident Engineer's file will also be submitted with the Final PS&E.

Task 4.6 | Quality Control: The PS&E shall be subject to quality control reviews before submittal. These reviews will ensure conformance to City and Caltrans Standards, as well as minimize typographical omissions. Siegfried will provide a signed Quality Control Checklist at the time of each deliverable submittal.

Task 5 | Public Outreach

Siegfried will research and develop a coded database of potentially interested parties, which will be updated throughout the project with names from the public meeting sign-in; information from the project team; and from telephone, e-mail and personal contacts. The database will be coded according to interest and involvement with the project. Among the groups on the stakeholders list will be the following:

- *District 6 Council member and other elected and appointed officials*
- *Residents and property owners adjacent to the proposed project area*
- *Businesses and other establishments adjacent to the project area*
- *Emergency responders*
- *School District*
- *Public Transit*
- *Utility Companies*
- *Pertinent City staff*

There will be a minimum of one (1) Public Information Meeting to present concepts and design features to the neighboring residents and businesses, and to the public. Siegfried, in collaboration with City staff, will determine the locations near the project site to have each meeting. The meeting(s) will be designed primarily to provide information on the project features, goals, and construction impacts.

Siegfried will schedule the meeting(s) and make all meeting arrangements; write, design, and issue meeting notices by first-class mail to stakeholders and by third-class mail to nearby residents; prepare agendas, sign-in sheets, comment sheets, signage, and other print materials; facilitate meeting

proceedings; assist with exhibits and a PowerPoint presentation to illustrate concepts and plan elements; provide refreshments; record public comments/ assist with appropriate responses; and prepare a detailed meeting report. The meeting should be scheduled after the 65% plans and environmental documents have been prepared.

Task 6 | Coordination/Meetings

Siegfried will attend a design kick-off meeting and other subsequent meetings with the City (in-person or virtual), as needed, to finalize the design. Siegfried will attend a pre-construction meeting, a post construction meeting, and meet and assist staff during construction as required.

Siegfried will prepare and provide a comprehensive schedule to reflect the timeframe for each stage/task of the proposed scope of work, utilizing Microsoft Project.

The project schedule shall show a base line, tasks, duration, milestones, assignments, critical paths, and other relevant data. The project schedule shall be maintained and updated monthly throughout the PS&E phase of the project.

Task 7 | Design Support During Construction

Siegfried provide bid support services to the City by assisting in responding to all Requests for Information (RFI) during the project advertisement phase. Siegfried will also provide design support during construction. These services include responding to RFI(s), submittal reviews and approval, altering project plans to address any changes needed, attendance of the pre-construction meeting, consultation with the construction contractor.

Siegfried assumes that the City will perform the construction management in-house which includes resident engineer and inspection duties.

Task 8 | As-built Drawings

Siegfried will prepare as built drawings upon receipt of red-lines from the contractor. Siegfried will produce one complete set of as built drawings in Auto Cad. Changes should be reflected on the mylars either by hand or a new printed sheet.

Task 9 | Preserving and Perpetuating Survey Monuments

Siegfried will identify, and list survey monuments, and show existing survey monuments on construction plans.

Siegfried will include language in the PS&E package to preserve all monumentation affected by the work being performed in accordance with Section 8771 of the Professional Land Surveyors Act in the Business

and Professionals Code of the State of California. Siegfried will sign the Acknowledgment of Monument Preservation.

Task 10 | Rights of Entry

Although not anticipated from our initial assessment, Siegfried will assist the City in obtaining rights of entry documentation from property owners where design work is required on their property. Siegfried will send out letters to property owners with a right of entry form (provided by the City) and any exhibits needed to adequately portray the work to be done.

SIEGFRIED

Proposed Fee for the City of Stockton
B Street Roundabouts Project No. WT25053 (HSIPL-5008(225))

		Siegfried	ESA	AMG	PROJECT TOTAL
Task 1	**Background Research and Surveys**				
1.1	Review Prior Documentation	$7,000	$0	$4,000	$11,000
1.2	Topography and ROW	$20,000	$0	$0	$20,000
Task 2	**Environmental Services**				
2.1	Preliminary Environmental Assessment Form	$1,000	$1,000	$0	$2,000
2.2	Air Quality Conformity	$0	$6,000	$0	$6,000
2.3	Phase I ISA	$500	$35,000	$0	$35,500
2.4	LHS	$0	$13,000	$0	$13,000
2.5	Environmental Commitments Record & NEPA CE Form	$500	$8,000	$0	$8,500
2.6	Coordination/Meetings	$1,000	$3,000	$0	$4,000
Task 3	**Utility Coordination**				
3.1	Utility Coordination	$17,000	$0	$0	$17,000
Task 4	**Plans and Estimates**				
4.1	Initial 15% Geometric Review	$21,000	$0	$13,000	$34,000
4.2	Preliminary 30% Design	$26,000	$0	$8,000	$34,000
4.3	65% Submittal	$26,000	$0	$8,000	$34,000
4.4	95% Submittal	$15,500		$10,000	$25,500
4.5	100% and Final Submittals	$6,000	$0	$5,000	$11,000
4.6	Quality Control	$6,000	$0	$2,000	$8,000
Task 5	**Public Outreach**				
5.1	Outreach Meetings and Plan	$10,000	$0	$0	$10,000
Task 6	**Coordination & Meetings**				
6.1	Meeetings and Management	$10,000	$0	$2,500	$12,500
Task 7	**DESIGN SUPPORT DURING CONSTRUCTION**				
7.1	ESDC	$5,000	$0	$3,000	$8,000
Task 8	**As Built Drawings**				
8.1	As Built Drawings	$1,500	$0	$500	$2,000
Task 9	**PRESERVING & PERPETUATING SURVEY MONUMENTS**				
9.1	Preserving Survey Monuments	$3,500	$0	$0	$3,500
Task 10	**RIGHT OF ENTRY**				
10.1	Right of Entry Coordination	$500	$0	$0	$500
	Total Cost	**$178,000**	**$66,000**	**$56,000**	**$300,000**

Paul J. Schneider, PE, QSD/QSP
President | Managing Principal

Proposed Fee for the City of Stockton B Street Roundabouts Project No. WT25053 (HSIPL-5008(225))

Consultant:

Siegfried

Direct Labor

Principal QA/QC	Adam Merrill	24	$98.50	$2,364.00
Principal Civil PM	Seth Warren	140	$98.50	$13,790.00
Principal Survey	Kevin Genasci	24	$98.50	$2,364.00
Principal Geotech	Brad Quon	8	$98.50	$788.00
Design Principal	Bob Norbutas	16	$75.00	$1,200.00
Project Engineer	John Fadden	210	$56.74	$11,915.40
Associate Public Outreach	Erin Cahoon	32	$53.00	$1,696.00
Engineer II	Josie Fong	212	$41.50	$8,798.00
Surveyor II	Manny Debranca	6	$38.50	$231.00
Engineer I	Ytahane El Kheidi	110	$38.50	$4,235.00
Landscape Architect II	Regina Paredes	24	$28.50	$684.00
Technician III	Anthony Linnerman	80	$34.50	$2,760.00
Technician II	Datlon Reed	40	$25.25	$1,010.00
Party Chief	Scott Soares	32	$84.00	$2,688.00

Labor Costs

a) Direct Labor Cost	$54,523.40
b) Anticipated Salary Increases	$0
c) Total Direct Labor Costs [(a)+(b)]	$54,523.40

Fringe Benefits

d) Fringe Benefits Rate	68.31%
e) Total Fringe Benefits [(c) x (d)]	$37,244.94

Indirect Costs

f) Overhead Rate	59.48%
h) General and Administrative Rate	55.53%
g) Overhead [(c)x(f)]	$32,430.52
i) Gen & Admin [(c)x(h)]	$30,276.84
j) Total Indirect Costs [(e)+(g)+(i)]	$99,952.30

Fee (Profit)

q) Rate	10%
k) Total Fixed Profit	$15,447.57

Other Direct Costs (ODC)

Description	Unit(s)	Unit Cost	Total
Mailers	1600.00	$0.600	$960.00
Mileage	151.60	$0.770	$116.73
Utility Locating	1.00	$5,000.00	$5,000.00
Rental Space	1	$2,000	$2,000.00
l) Total Other Direct Costs			$8,076.73

Subconsultants

W-Trans	$56,000.00
ESA	$66,000.00
m) Total Subconsultants	**$122,000.00**

Total Siegfried Cost	**$178,000.00**
Total Project Cost	**$300,000.00**

Proposed Fee for the City of Stockton B Street Roundabouts Project No. WT25053 (HSIPL-5008(225))

Sub-Consultant:

ESA

Direct Labor

Principal Consultant 4	M. Logue	20	$99.48	$1,989.60
Managing Consultant 1	Aga Napiatek	100	$65.31	$6,531.00
Assc Consultant 4 - Enviro Planner 3	TBD	63	$49.13	$3,095.19
Princ Consultant 4 - Archaeologist	TBD	2	$89.72	$179.44
Managing Const. 2 - Arch. Historian	TBD	2	$68.66	$137.32
Managing Cons. 3 - LS Architect	TBD	2	$69.27	$138.54
Princ Cons. 3 - Spec./Haz Mat Tech	TBD	40	$86.36	$3,454.40
Senior Consultant 3 - GIS	TBD	26	$56.76	$1,475.76
Associate Consultant 4 - Editor/Pubs	TBD	29	$54.93	$1,592.97
Project Technician 4 - Accountant	TBD	12	$54.32	$652

Labor Costs

a) Direct Labor Cost	$19,246.06
b) Anticipated Salary Increases	$0
c) Total Direct Labor Costs [(a)+(b)]	$19,246.06

Fringe Benefits

d) Fringe Benefits Rate	50.30%
e) Total Fringe Benefits [(c) x (d)]	$9,680.77

Indirect Costs

f) Overhead Rate	147.60%
h) General and Administrative Rate	0.00%
g) Overhead [(c)x(f)]	$28,407.18
i) Gen & Admin [(c)x(h)]	$0.00
j) Total Indirect Costs [(e)+(g)+(i)]	$38,087.95

Fee (Profit)

q) Rate	15%
k) Total Fixed Profit	$8,600.10

Other Direct Costs (ODC)

Description	Unit(s)	Unit Cost	Total
l) Travel/Mileage Costs	85.57	$0.770	$65.89
m) Mailers, AV, Rental Space		$1.29	$0.00
n) Printing	0	$1.00	$0.00
o) Subconsultant Costs			
p) Total Other Direct Costs [(l)+(m)+(n)+(o)]			$65.89

Total Cost **$66,000.00**

Proposed Fee for the City of Stockton B Street Roundabouts Project No. WT25053 (HSIPL-5008(225))

Sub-Consultant:

AMG

Direct Labor

Principal PM	Joy Bhattacharya	16	$141.41	$2,262.56
Principal QA/QC	Christopher Thnay	16	$128.32	$2,053.12
Senior Project Engineer	Chris Higbee	124	$74.90	$9,287.60
Design Technician	Ryan Sabiniano	110	$46.08	$5,068.80
Administrator	TBD	6	$46.44	$278.64

Labor Costs	
a) Direct Labor Cost	$18,950.72
b) Anticipated Salary Increases	$0
c) Total Direct Labor Costs [(a)+(b)]	$18,950.72

Fringe Benefits	
d) Fringe Benefits Rate	51.07%
e) Total Fringe Benefits [(c) x (d)]	$9,678.13

Indirect Costs	
f) Overhead Rate	0.00%
h) General and Administrative Rate	87.46%
g) Overhead [(c)x(f)]	$0.00
i) Gen & Admin [(c)x(h)]	$16,574
j) Total Indirect Costs [(e)+(g)+(i)]	$26,252.43

Fee (Profit)	
q) Rate	10%
k) Total Fixed Profit	$4,520.32

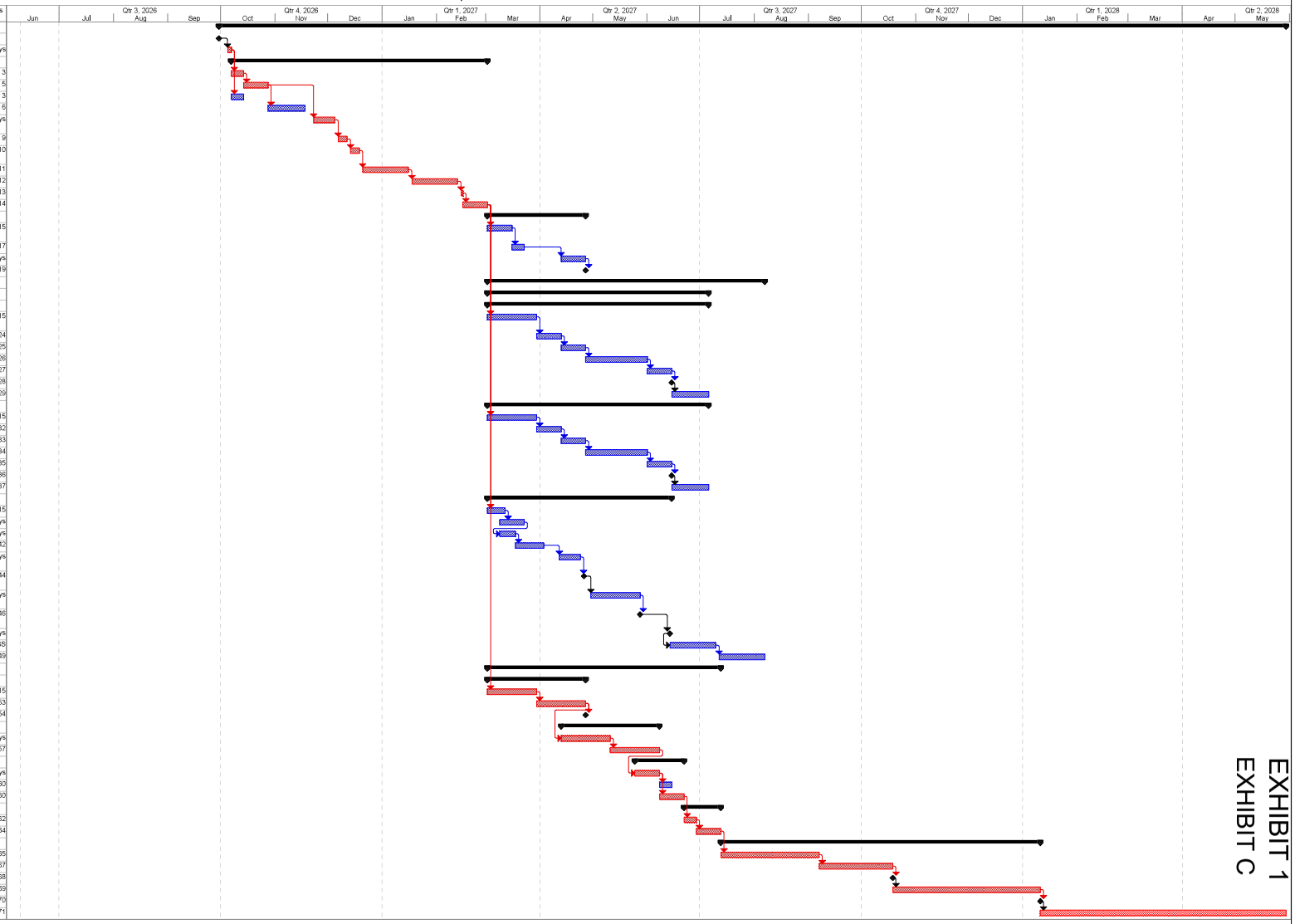
Other Direct Costs (ODC)

Description	Unit(s)	Unit Cost	Total
l) Travel/Mileage Costs	359.13	$0.770	$276.53
m) Copies		$0.00	$0.00
n) Permit Fees (itemize), Plan sheets (ea.)			
o) Subconsultant Costs - Traffic Counts	1	$6,000.00	*$6,000.00*
p) Total Other Direct Costs [(l)+(m)+(n)+(o)]			$6,276.53

Total Cost	**$56,000.00**

PROJECT SCHEDULE
B Street Roundabouts WT25053 & HSIPL-5008(225)
STOCKTON, CALIFORNIA

ID	Task Name	Duration	Start	Finish	Predecessors
1	**B Street Roundabouts WT25053 & HSIP-5008(22**	**434 days**	**Wed 9/30/26**	**Mon 5/29/28**	
2	City Issues NTP	0 days	Wed 9/30/26	Wed 9/30/26	
3	Project Kickoff Meeting	2 days	Mon 10/5/26	Tue 10/6/26	2FS+3 days
4	**Background Research and 30% Design**	**104 days**	**Wed 10/7/26**	**Mon 3/1/27**	
5	Review Prior Documentation	5 days	Wed 10/7/26	Tue 10/13/26	3
6	Topographic and Boundary Survey	10 days	Wed 10/14/26	Tue 10/27/26	5
7	Send Utility A Letters	5 days	Wed 10/7/26	Tue 10/13/26	3
8	Traffic Counts	15 days	Wed 10/28/26	Tue 11/17/26	6
9	Geometric Layout (Lane Geometry) - 15% Design	10 days	Mon 11/23/26	Fri 12/4/26	6FS+18 days
10	City Review & Feedback	5 days	Mon 12/7/26	Fri 12/11/26	9
11	Coordination & Updating 15% Layout to confirm before heading into 30%	5 days	Mon 12/14/26	Fri 12/18/26	10
12	30% Concept Design and Budgets	20 days	Mon 12/21/26	Fri 1/15/27	11
13	City Review of 30% and Budget	20 days	Mon 1/18/27	Fri 2/12/27	12
14	Geotechnical Site Visit	1 day	Mon 2/15/27	Mon 2/15/27	13
15	Finalize Project Scope and Budget	10 days	Tue 2/16/27	Mon 3/1/27	14
16	**Public Outreach**	**40 days**	**Tue 3/2/27**	**Mon 4/26/27**	
17	Create Public Outreach Plan and Stakeholder List	10 days	Tue 3/2/27	Mon 3/15/27	15
18	City Review of Public Outreach Plan	5 days	Tue 3/16/27	Mon 3/22/27	17
19	Send Meeting Notice #1	10 days	Tue 4/13/27	Mon 4/26/27	18FS+15 days
20	Informational Meeting #1	0 days	Mon 4/26/27	Mon 4/26/27	19
21	**Environmental**	**114 days**	**Tue 3/2/27**	**Fri 8/6/27**	
22	**Prepare Studies**	**90 days**	**Tue 3/2/27**	**Mon 7/5/27**	
23	**Community Impacts**	**90 days**	**Tue 3/2/27**	**Mon 7/5/27**	
24	Draft Community Impact Assessment (CIA)	20 days	Tue 3/2/27	Mon 3/29/27	15
25	City Review	10 days	Tue 3/30/27	Mon 4/12/27	24
26	Revise and submit to Caltrans	10 days	Tue 4/13/27	Mon 4/26/27	25
27	Caltrans Review	25 days	Tue 4/27/27	Mon 5/31/27	26
28	Revise and resubmit to City	10 days	Tue 6/1/27	Mon 6/14/27	27
29	City Back-Check	0 days	Mon 6/14/27	Mon 6/14/27	28
30	Caltrans Back-Check & Approval	15 days	Tue 6/15/27	Mon 7/5/27	29
31	**Hazardous Materials/Waste**	**90 days**	**Tue 3/2/27**	**Mon 7/5/27**	
32	Draft Reports	20 days	Tue 3/2/27	Mon 3/29/27	15
33	City Review	10 days	Tue 3/30/27	Mon 4/12/27	32
34	Revise and submit to Caltrans	10 days	Tue 4/13/27	Mon 4/26/27	33
35	Caltrans Review	25 days	Tue 4/27/27	Mon 5/31/27	34
36	Revise and resubmit to City	10 days	Tue 6/1/27	Mon 6/14/27	35
37	City Back-Check	0 days	Mon 6/14/27	Mon 6/14/27	36
38	Caltrans Back-Check & Approval	15 days	Tue 6/15/27	Mon 7/5/27	37
39	**Air Quality Conformity**	**75 days**	**Tue 3/2/27**	**Mon 6/14/27**	
40	Prepare CO Hotspots checklist	8 days	Tue 3/2/27	Thu 3/11/27	15
41	Confirm FTIP project listing	10 days	Tue 3/9/27	Mon 3/22/27	40FS-3 days
42	Prepare the AQ Conformity Package	7 days	Tue 3/9/27	Wed 3/17/27	41FS-10 days
43	Caltrans Review of the AQ package	12 days	Thu 3/18/27	Fri 4/2/27	42
44	Submit the AQ Conformity Package for IAC review	10 days	Mon 4/12/27	Fri 4/23/27	43FS+5 days
45	List Project on the IAC calendar agenda	1 day	Mon 4/26/27	Mon 4/26/27	44
46	Conduct Public review, post project on IAC website	20 days	Fri 4/30/27	Thu 5/27/27	45FS+3 days
47	Present AQ conformity package at IAC meeting	1 day	Fri 5/28/27	Fri 5/28/27	46
48	Receive IAC, EPA, Caltrans approval	1 day	Mon 6/14/27	Mon 6/14/27	47FS+10 days
49	NEPA and CEQA CE	20 days	Mon 6/14/27	Fri 7/9/27	48SS
50	Caltrans Back-Check & Approval	20 days	Mon 7/12/27	Fri 8/6/27	49
51	**Project Plans, Estimate and Specifications**	**95 days**	**Tue 3/2/27**	**Mon 7/12/27**	
52	**65% PS&Es**	**40 days**	**Tue 3/2/27**	**Mon 4/26/27**	
53	Prepare for 65% PS&Es	20 days	Tue 3/2/27	Mon 3/29/27	15
54	Agency Review	20 days	Tue 3/30/27	Mon 4/26/27	53
55	Send Utility B Letters	0 days	Mon 4/26/27	Mon 4/26/27	54
56	**90% PS&Es**	**40 days**	**Tue 4/13/27**	**Mon 6/7/27**	
57	Prepare for 90% PS&Es	20 days	Tue 4/13/27	Mon 5/10/27	54FS-10 days
58	Agency Review	20 days	Tue 5/11/27	Mon 6/7/27	57
59	**100% PS&Es**	**20 days**	**Tue 5/25/27**	**Mon 6/21/27**	
60	Prepare for 100% PS&Es	10 days	Tue 5/25/27	Mon 6/7/27	58FS-10 days
61	Send Utility C Letters	5 days	Tue 6/8/27	Mon 6/14/27	60
62	Agency Review	10 days	Tue 6/8/27	Mon 6/21/27	60
63	**Final PS&Es**	**15 days**	**Tue 6/22/27**	**Mon 7/12/27**	
64	Prepare for Final PS&Es	5 days	Tue 6/22/27	Mon 6/28/27	62
65	Agency Review	10 days	Tue 6/29/27	Mon 7/12/27	64
66	**Bidding and Award**	**130 days**	**Tue 7/13/27**	**Mon 1/10/28**	
67	Bid Package Preparation	40 days	Tue 7/13/27	Mon 9/6/27	65
68	Bidding	30 days	Tue 9/7/27	Mon 10/18/27	67
69	Bid Opening	0 days	Mon 10/18/27	Mon 10/18/27	68
70	Contract Negotiations and Council Approval	60 days	Tue 10/19/27	Mon 1/10/28	69
71	**Construction NTP**	0 days	Mon 1/10/28	Mon 1/10/28	70
72	**Construction**	100 days	Tue 1/11/28	Mon 5/29/28	71



Project: B Street Roundabouts
Date: Tue 6/9/26

Task | Summary | Rolled Up Milestone | External Tasks | Inactive Task | Manual Task | Manual Summary | Progress
Critical Task | Rolled Up Task | Rolled Up Progress | Project Summary | Inactive Milestone | Duration-only | Start-only | Deadline
Milestone | Rolled Up Critical Task | Split | Group By Summary | Inactive Summary | Manual Summary Rollup | Finish-only | Manual Progress

EXHIBIT 1
EXHIBIT C

B STREET ROUNDABOUTS
Project No. WT25053 / Federal Project No. HSIPL-5008(225)

Insurance Requirements for Professional Services

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

MINIMUM SCOPE AND LIMIT OF INSURANCE

Coverage shall be at least as broad as:

1. **Commercial General Liability** (CGL): Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than **$2,000,000** per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit.

2. **Automobile Liability**: Insurance Services Office Form Number CA 0001 covering, Code 1 (any auto), or if Consultant has no owned autos, Code 8 (hired) and 9 (non-owned), with limit no less than **$1,000,000** per accident for bodily injury and property damage.

3. **Workers' Compensation** insurance as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than **$1,000,000** per accident for bodily injury or disease.

4. **Professional Liability** (Errors and Omissions) Insurance appropriates to the Consultant's profession, with limit no less than **$5,000,000** per occurrence or claim, **$5,000,000** aggregate.

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

Other Insurance Provisions

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

Additional Insured Status

The City of Stockton, its officers, officials, employees, and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the Consultant including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the Consultant's insurance (at least as broad as ISO Form CG 20 10 11 85 or if not available, through the addition of **both** CG 20 10, CG 20 26, CG 20 33, or CG 20 38; **and** CG 20 37). Additional insured Name of Organization shall read "City of Stockton, its officers, officials, employees, and volunteers." Policy shall cover City of Stockton, its officers, officials, employees, and volunteers for all locations work is done under this contract.

Primary Coverage

For any claims related to this contract, the **Consultant's insurance coverage shall be primary and non-contributory** and at least as broad as ISO CG 20 01 12 19 as respects the City of Stockton, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the City of Stockton, its officers, officials, employees, or volunteers shall be excess of the Consultant's insurance and shall not contribute with it. This requirement shall also apply to any Excess or Umbrella liability policies. The City of Stockton does not accept endorsements limiting the Contractor's insurance coverage to the sole negligence of the Named Insured.

Umbrella or Excess Policy

The Consultant may use Umbrella or Excess Policies to provide the liability limits as required in this agreement. The policies shall be provided on a true "following form" coverage basis, with coverage at least as broad as provided on the underlying Commercial General Liability insurance.

Notice of Cancellation

Each insurance policy required above shall provide that coverage shall not be canceled, except with notice to the City of Stockton.

Waiver of Subrogation

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

Self-Insured Retentions
Self-insured retentions must be declared to and approved by the City of Stockton. The City of Stockton may require the Consultant to purchase coverage with a lower retention or provide proof of ability to pay losses and related expenses within the retention. The policy language shall provide, or be endorsed to provide, that the self-insured retention may be satisfied by either the named insured or City of Stockton.

Acceptability of Insurers
Insurance is to be placed with insurers authorized to conduct business in the state with a current A.M. Best's rating of no less than A:VII, unless otherwise acceptable to the City of Stockton.

Claims Made Policies (Professional & Pollution only)
If any of the required policies provide claims-made coverage:

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

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

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

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

Subcontractors
Consultant shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein, and Consultant shall ensure that City of Stockton is an additional insured on insurance required from subcontractors.

Duration of Coverage
CGL & Excess liability policies **for any construction related work, including, but not limited to, maintenance, service, or repair work,** shall continue coverage for a minimum of 5 years for Completed Operations liability coverage. Such Insurance must

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

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

Certificate Holder Address

The address for mailing certificates, endorsements and notices shall be:

City of Stockton
Its Officers, Officials, Employees, and Volunteers
501 W. Weber Avenue
Building 1, 4th Floor
Stockton, CA 95203

CITY OF STOCKTON, CALIFORNIA
CITY MANAGER ADMINISTRATIVE DIRECTIVE

Subject:	Directive No. **HR-15**	Page No. **1 of 14**
DISCRIMINATION AND HARASSMENT POLICY	Effective Date: **5/1/2015**	Revised From: **7/27/09 4/6/09 3/1/2010 (see below)**

PER-015 (Sexual Harassment in the Workplace) revised from 10/21/94, 5/1/95, 1/1/98
PER-037 (Sexual Harassment Investigative Procedures) revised from 2/15/93

I. PURPOSE

The purpose of this policy is to reaffirm the City's commitment to demonstrating respect for all individuals by strictly prohibiting discrimination and harassment, including sexual harassment in the workplace. This policy defines prohibited behavior and conduct, and sets forth a procedure for reporting, investigating and resolving complaints of discrimination, harassment, in the workplace, including retaliation and hostile work environment.

II. POLICY

A. The City of Stockton prohibits any form of discrimination and/or harassment of any person based on race, religious creed, color, national origin, ancestry, military and veterans status, physical or mental disability, medical condition, genetic characteristics or information, denial of family and medical care leave, marital status, sexual orientation, sex (including gender, gender identity, gender expression, transgender, pregnancy, childbirth and breastfeeding), political affiliation, age (40 and older), concerted labor activity, or any other category or attribute consistent with state or federal law. All such discrimination and harassment is unlawful and shall not be tolerated. In addition, under the federal Affordable Care Act (ACA), the City of Stockton prohibits discrimination and/or harassment, or retaliation against an employee who obtains coverage, receives a tax credit or subsidy through the Health Care "Market Place" or "Exchange."

B. It is an unlawful employment practice to discriminate against or to harass an unpaid intern or volunteer on the basis of any legally protected classification unless an exception applies, such as a bona fide occupational qualification.

C. The City will neither tolerate nor condone discrimination and/or harassment of employees by managers, supervisors, co-workers, or non-employees with whom City employees have a business service, or professional relationship.

D. All City employees and non-employees share a responsibility to assist in

maintaining an employment environment free of discrimination and harassment. This policy applies to all aspects of City employment, including, but not limited to, hiring, reassignment, placement, promotion, employment action, disciplinary action, layoff, reemployment, transfer, leave of absence, compensation and benefits, training; or other terms of treatment of that person in an unpaid internship, or another limited duration program to provide unpaid work experience for that person, or the harassment of an unpaid intern or volunteer.

E. All allegations of discrimination and/or harassment shall be investigated immediately by the City, in accordance with this policy. If it is determined that any prohibited activity has occurred, remedial action shall be taken. Such action may include discipline up to and including discharge. In addition, under applicable law, individual supervisors and employees may be subject to personal liability and/or punitive damages in any litigation arising as a result of such conduct.

F. All new hires shall attend harassment awareness training, and supervisors and managers shall attend harassment awareness and prevention training for supervisors every two years.

G. The City of Stockton prohibits retaliation against any employee or non-employee by another employee, non-employee, supervisor, or manager for reporting, filing, testifying, assisting or participating in any manner in any investigation, proceeding, or hearing conducted by the employer or a federal or state enforcement agency.

H. This policy applies to all officials, employees, volunteers, unpaid interns, agents, or contractors of the City.

I. This policy shall be administered by the Director of Human Resources.

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PER-015 (Sexual Harassment in the Workplace) revised from 10/21/94, 5/1/95, 1/1/98
PER-037 (Sexual Harassment Investigative Procedures) revised from 2/15/93

III. DEFINITION AND EXAMPLES OF DISCRIMINATION AND HARASSMENT

A. "Discrimination," as used in this policy, is any action, behavior, practice, or process that is intended to deny, or results in the denial of, employment rights, privileges, or benefits because of a person's race, religious creed, color, national origin, ancestry, military and veterans status, physical or mental disability, medical condition, genetic characteristics or information, denial of family and medical care leave, marital status, sexual orientation, sex (including gender, gender identity, gender expression, transgender, pregnancy, childbirth and breastfeeding), political affiliation, age (40 and older), concerted labor activity, or any other prohibition identified under state and federal law. The following are examples of conduct that may constitute discrimination:

1. Soliciting applications from a source where all or most of potential workers are of the same race or color.

2. Considering a person's gender as the basis for differences in pay, work assignments, performance evaluations, training, discipline, or any other area of employment; and

3. Questioning a job applicant about the existence, nature and severity of a disability.

B. "Harassment," as used in this policy, consists of any conduct affecting another person because of his or her race, religious creed, color, national origin, ancestry, military and veterans status, physical or mental disability, medical condition, genetic characteristics or information, denial of family and medical care leave, marital status, sexual orientation, sex (including gender, gender identity, gender expression, transgender, pregnancy, childbirth and breastfeeding), political affiliation, age (40 and older), concerted labor activity, or any other category or attribute identified under state and federal law when such conduct has the purpose or the effect of: (1) creating an intimidating, hostile or offensive work environment; (2) unreasonably interfering with the employee's or non-employee's work performance; or (3)

otherwise adversely affecting an employee's or non-employee's employment opportunities.

Harassment may take many forms, including, but not limited to, the following examples:

1. Verbal Harassment: Epithets, derogatory and offensive comments or slurs based on race, religion, color, national origin, ancestry, physical or mental disability, marital status, pregnancy, medical condition, gender, sexual orientation, political affiliation, age, or any other category or attribute identified under state and federal law.

2. Physical Harassment: Assault, impeding or blocking movement that results in the physical interference with normal work or movement on the basis of race, religion, color, national origin, ancestry, physical or mental disability, marital status, pregnancy, medical condition, gender, sexual orientation, political affiliation, age, or any other category or attribute identified under state and federal law.

3. Visual Harassment: The displaying of posters, photography, notices, bulletins, e-mails, cartoons or drawings with derogatory and offensive content based on race, religion, color, national origin, ancestry, physical or mental disability, marital status, pregnancy, medical condition, gender, sexual orientation, political affiliation, age, or any other category or attribute identified under state and federal law.

C. "Sexual harassment," as used in this policy, is a subcategory of harassment, and is specifically defined by law as unwanted sexual advances, requests for sexual favors or visual, verbal or physical conduct of a sexual nature when:

1. Submission to such conduct is made a term or condition of employment; or

2. Submission to or rejection of such conduct is used as a basis for employment decisions affecting the individual; or

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3. Such conduct has the purpose or effect of unreasonably interfering with an employee's or non-employee's work performance or creating an intimidating, hostile or offensive working environment because of the persistent, severe or pervasive nature of the conduct.

   Examples of Sexual Harassment include, but are not limited to the following:

   a. Unwelcome sexual overtures or propositions.

   b. Offering employment benefits or status in exchange for sexual favors.

   c. Making or threatening retaliation after a negative response to sexual advances.

   d. Visual conduct such as leering, making sexual gestures, displaying sexually suggestive objects or pictures, cartoons, calendars or posters.

   e. Verbal conduct such as using epithets or slurs, telling sexually explicit jokes, or making derogatory or suggestive comments about a person's body or dress.

   f. Written communications of a sexual nature distributed in hard copy, soft copy or via a computer network.

   g. Verbal abuse of a sexual nature, graphic verbal commentary about an individual's body, sexually degrading words to describe an individual, suggestive or obscene letters, notes or invitations.

   h. Physical conduct such as touching, assaulting, impeding or blocking movements.

i. Retaliation for making harassment reports or threatening to report harassment.

D. Affordable Care Act (ACA) Anti-Retaliation

Pursuant to section §1558 of the Affordable Care Act, the City prohibits discrimination or retaliation towards any employee who:

1. Receives a health insurance tax credit or subsidy through the Health Care "Marketplace" or "Exchange", by which can trigger a penalty payable by the employer;
2. Reports potential violations of protections afforded under Title I of the Act, which provides guaranteed availability protections among other things;
3. Testifies in a proceeding concerning such violation;
4. Assists or participates in a proceeding concerning a violation; or
5. Objects to, or refuses to participate in, any activity, policy, practice, or assigned task that the employee reasonably believes to be in violation of any provision of the Title I of the Act.

An employee who believes that he or she has been discharged or otherwise discriminated against in violation of section §1558 of the Affordable Care Act may seek relief in accordance with the procedures, notifications, burdens of proof, remedies, and statutes of limitation set forth in section 2087(b) of title 15, United States Code.

IV. REPORTING AND COMPLAINT PROCEDURES

A. Immediate Action Required

The City's reporting and complaint procedures provide for an immediate, thorough and objective investigation of discrimination or harassment claims, appropriate disciplinary action taken against any person found to have engaged in prohibited behavior, and appropriate alternative remedies to any

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employee or non-employee subject to discrimination or harassment. To accomplish this, such incidents must be reported immediately to a supervisor or manager.

1. Employee's and Non-Employee's Responsibilities when Subjected to Discrimination and/or Harassment

   a. Employees or non-employees who believe they have been subjected to discrimination or harassment, or are aware of discrimination or harassment against others, shall report the situation immediately to his/her supervisor or manager, except as specified in subsection (b), below. Employees and non-employees shall report any such incidents occurring in the workplace, whether committed by coworkers, supervisors or managers, or third persons doing business with the City, such as customers or vendors, or other non-employees. If comfortable doing so, an employee or non-employee who has a complaint of discrimination or harassment is encouraged to directly inform the person(s) engaging in the behavior that such conduct is offensive and insist the behavior to stop.

   b. Employees and non-employees must immediately contact a supervisor or manager to register a complaint of discrimination or harassment, unless that supervisor or manager is the individual engaging in the unwanted behavior. In that case, the employee or non-employee may contact someone at the next supervisory level. If the employee or non-employee feels uncomfortable dealing directly with his or her immediate supervisor or manager, he or she may contact the department head, or the Director of Human Resources (or either of their designees) to register a complaint of discrimination or harassment.

   c. Employees and non-employees may file a formal complaint of harassment or discrimination with their department head or

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with Human Resources. To assist the City in conducting a thorough investigation, complaints shall be submitted in writing and shall include specific details of the incident(s), the names of the individuals involved, the names of any witnesses, and any documentary evidence (notes, pictures, cartoons, etc.) that will corroborate the allegations.

d. Employees and non-employees shall immediately report any retaliation to a supervisor, manager, department head or Director of Human Resources (or designee). All retaliation complaints shall be immediately, objectively and thoroughly investigated in accordance with the investigation procedures. If a report of retaliation is substantiated, appropriate disciplinary action, up to and including discharge shall be taken.

2. Supervisor's or Manager's Responsibilities to Eliminate Discrimination and/or Harassment

a. A supervisor or manager is responsible for enforcing the City's discrimination and harassment policy. Supervisors or managers must ensure that all employees and non-employees are aware of the City's policy through open discussion of the policy at staff meetings and by posting the policy in a conspicuous location accessible to all staff members.

b. A supervisor or manager shall be cognizant of employees' and non-employees' behavior and shall not permit any employee or non-employee under their supervision to be subjected to or engage in any conduct prohibited by this policy.

c. A supervisor or manager who observes conduct prohibited by this policy shall immediately direct the employee or non-employee to cease the conduct.

d. A supervisor or manager who receives a complaint of prohibited conduct is required to take the complaint seriously, and report the matter immediately to the department head; be supportive of the complainant; ensure there is no retaliation against the complainant; conduct an internal fact-finding review into the allegations; obtain as much detailed information as possible; thoroughly document the findings; communicate in written form to the parties the resolution of the complaint; and report to and consult with the Human Resources Department promptly, without delay.

B. Confidentiality. The City will make every effort to protect the privacy and confidentiality of all parties involved, as well as any information and/or documentation obtained, to the extent possible consistent with a thorough investigation.

C. Penalty for Non-Compliance. The City shall take disciplinary action, up to and including discharge, against any supervisor or manager who fails in his/her responsibility to take immediate action in response to an employee's or non-employee's complaint of discrimination or harassment. Further, such disciplinary action shall be taken against a supervisor or manager who fails to stop discriminatory or harassing conduct committed in his/her presence or to stop such conduct about which the supervisor or manager has knowledge.

V. INVESTIGATION PROCEDURES

A. Determination of Responsibility for Investigation

If a formal complaint is filed with the department head or the Director of Human Resources (or either of their designees), the department head and the Director of Human Resources shall consult with one another to determine whether the department or Human Resources shall conduct the fact-finding investigation into the allegations. Either the department head or the Director of Human Resources (or either of their designees), depending on who is

responsible for the investigation, shall issue written notification to the complainant and alleged harasser(s). The notification shall specify the nature of the complaint, and inform the parties that an investigation into the allegations of discrimination and/or harassment shall be conducted.

B. Investigative Guidelines

The investigation shall include the following steps taken in the order best suited to the circumstances:

1. Identify and preserve the evidence.

2. Confirm the name and position of the complainant. Interview the complainant.

3. Allow the complainant the opportunity to place the complaint in writing.

4. Obtain the identity of the alleged harasser(s).

5. Obtain as many details as possible regarding the incident(s) that prompted the complaint, including the number of occurrences, dates, times, locations, and witnesses (if applicable).

6. Ascertain how the complainant felt about the alleged incident when it occurred; complainant's response(s) to the alleged behavior; and witness statements (if applicable).

7. Ascertain if any threats or promises were made in connection with the alleged harassment.

8. Ascertain if the complainant knows of or suspects that there are other victims of harassment by the same person(s).

9. Ascertain whether the complainant has spoken to anyone, especially

supervisors, about the harassment.

10. Ascertain what resolution would be acceptable to the complainant.

11. Interview the alleged harasser to get his or her side of the story, including any possible motivation for a false allegation.

12. Interview witnesses who were identified by the complainant regarding the alleged harasser or other persons identified during the investigation.

13. Interview witnesses who were identified by the alleged harasser or other persons identified during the investigation.

14. Advise all participants that the investigation is "confidential" and not to engage in any retaliatory conduct, as such conduct is subject to disciplinary action up to and including discharge. Confidentiality will be maintained to the extent possible. An individual who is interviewed during the course of an investigation is prohibited from discussing the substance of the interview, except as otherwise directed by a supervisor or the Director of Human Resources. Any individual who discusses the content of an investigatory interview will be subject to discipline or other appropriate sanction.

15. Conduct follow-up interviews, if warranted.

16. Prepare report of findings and discuss with management and designated legal staff.

VI. RESPONDING TO THE COMPLAINT

A. Following the completion of the fact-finding investigation, either the department head or the Director of Human Resources (or either of their designees), depending on who is responsible for the investigation, shall

make a report of findings, along with a recommendation regarding the appropriate remedial action to be taken, if warranted. The recommendation shall be made after reviewing the findings of the investigation, giving consideration to all factual information, the nature of the alleged conduct, and the totality of the circumstances. If the investigation was conducted by the Director of Human Resources, or designee, the Director, or designee, shall confer with the affected department head and both shall concur on the remedial action to be taken, if any. If the investigation was conducted by the department head, the department head shall confer with the Director of Human Resources prior to making the report of findings and both shall concur on the remedial action to be taken, if any.

B. If either the department head or the Director of Human Resources does not concur with the findings and recommendation of the other, the City Attorney (or designee) shall review and resolve the matter in dispute.

C. Report of findings and recommendation shall be treated as a confidential document and no other distribution shall be made without first consulting with the City Attorney's Office. A completed investigation report will not be disclosed, except as it is deemed necessary to support a disciplinary action, to take remedial action, to defend the City in adversarial proceedings, or to comply with the law or court order.

D. Either the department head or the Director of Human Resources (or either of their designees), depending on who is responsible for the investigation shall provide a written response to the complainant and the person alleged to have committed the misconduct, discrimination and/or harassment. The response shall include a copy of the City's discrimination and harassment policy and a memorandum indicating the City's determination as to whether the complaint is:

1. Unsustained: The investigation failed to disclose sufficient evidence to substantiate the allegation(s).

2. Unfounded: The investigation proved that the act(s) or omission(s)

complained of did not occur. The finding also applies when the individual employee(s) named in the complaint were not involved in the act(s) or omission(s) alleged.

3. Sustained: The investigation disclosed sufficient evidence to substantiate the allegation(s) made in the complaint; appropriate action will be taken.

E. Details regarding any specific fact-findings or disciplinary action to be taken will not be communicated to the complainant. The City Attorney shall review the response for legal sufficiency before dissemination.

F. The City shall close and retain the investigation file, in accordance with applicable laws, regulations, and City policy regarding retention of City records.

VII. DISCIPLINE

Disciplinary action imposed as a result of any investigation conducted pursuant to this policy shall be commensurate with the severity of the offense, up to and including discharge, even for a first offense.

VIII. ALTERNATIVE REMEDIES

If upon exhausting all internal remedies to file, investigate, and respond to a charges of discrimination/harassment, pursuant to title VII of the Federal Civil Rights Act of 1964 (42 U.S.C §§ 2000e *et seq.)*, any person has a right to file a charge of discrimination/harassment with the Equal Employment Opportunity Commission ("EEOC"). In addition, pursuant to the California Fair Employment and Housing Act (Gov. Code §§ 12900 – 12996.) a person may also file a complaint of discrimination/harassment with the California Department of Fair Employment and Housing ("DFEH"). Employees or non-employees who believe that they have been subjected to discrimination/harassment may file a complaint with either of these

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agencies. Both the EEOC and DFEH serve as neutral fact-finders and attempt to assist parties in resolving disputes voluntarily.

IX. COMMUNICATION OF POLICY

This policy shall be provided to all managers, supervisors, employees, volunteers, unpaid interns, agents or contractors of the City and shall be posted in the appropriate places. All employees shall participate in City approved harassment awareness training as directed by management or Human Resources; and all supervisors, as required by law, shall participate in City approved interactive harassment awareness training and education sessions at least once every two years, or as otherwise specified by law.

APPROVED:

KURT O. WILSON
CITY MANAGER

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APPENDIX A of the Title VI Assurances

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

a. Compliance with Regulations: CONSULTANT shall comply with the regulations relative to nondiscrimination in federally assisted programs of the Department of Transportation, Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time, (hereinafter referred to as the REGULATIONS), which are herein incorporated by reference and made a part of this agreement.

b. Nondiscrimination: CONSULTANT, with regard to the work performed by it during the AGREEMENT, shall not discriminate on the grounds of race, color, sex, national origin, religion, age, or disability in the selection and retention of sub-applicants, including procurements of materials and leases of equipment. CONSULTANT shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the agreement covers a program set forth in Appendix B of the Regulations.

c. Solicitations for Sub-agreements, Including Procurements of Materials and Equipment: In all solicitations either by competitive bidding or negotiation made by CONSULTANT for work to be performed under a Sub- agreement, including procurements of materials or leases of equipment, each potential sub-applicant or supplier shall be notified by CONSULTANT of the CONSULTANT'S obligations under this Agreement and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin.

d. Information and Reports: CONSULTANT shall provide all information and reports required by the Regulations, or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the recipient or FHWA to be pertinent to ascertain compliance with such Regulations or directives. Where any information required of CONSULTANT is in the exclusive possession of another who fails or refuses to furnish this information, CONSULTANT shall so certify to the recipient or FHWA as appropriate, and shall set forth what efforts CONSULTANT has made to obtain the information.

e. Sanctions for Noncompliance: In the event of CONSULTANT's noncompliance with the nondiscrimination provisions of this agreement, the recipient shall impose such agreement sanctions as it or the FHWA may determine to be appropriate, including, but not limited to:

i. withholding of payments to CONSULTANT under the Agreement within a reasonable period of time, not to exceed 90 days; and/or

ii. cancellation, termination or suspension of the Agreement, in whole or in part. Page 34 of 39 May 2023 Local Assistance Procedures Manual Exhibit 10-R A&E Boilerplate Agreement Language

f. Incorporation of Provisions: CONSULTANT 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.

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

Appendix E of the Title VI Assurances

(US DOT Order 1050.2A)

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

Pertinent Nondiscrimination 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 CFR 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. § 4 71, Section 4 7123), 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, subrecipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131-12189) as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38;

- The Federal Aviation Administration's Nondiscrimination 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).

Federal-Aid Contract Provisions

B STREET ROUNDABOUTS

City Project No. WT25053 / Federal-Aid Project No. HSIPL-5008(225)

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ARTICLE I INTRODUCTION

A. This AGREEMENT is between the following named, hereinafter referred to as, CONSULTANT and the following named, hereinafter referred to as, LOCAL AGENCY:

The name of the "CONSULTANT" is as follows: SIEGFRIED ENGINEERING, INC.

Incorporated in the State of CALIFORNIA.

The Project Manager for the "CONSULTANT" will be Paul Schneider.

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

CITY OF STOCKTON

The Contract Administrator for LOCAL AGENCY will be MAURICIO ESPINOZA.

B. The work to be performed under this AGREEMENT is described in Article III Statement of Work and the approved CONSULTANT's Cost Proposal dated March 24, 2026. The approved CONSULTANT's Cost Proposal is attached hereto (Exhibit B) and incorporated by reference. If there is any conflict between the approved Cost Proposal and this AGREEMENT, this AGREEMENT shall take precedence.

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

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

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

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

G. Except as expressly authorized herein, CONSULTANT's obligations under this AGREEMENT are not

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

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

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

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

ARTICLE II CONSULTANT'S REPORTS OR MEETINGS

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

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

ARTICLE III STATEMENT OF WORK

A. CONSULTANT Services

See Exhibit A, Scope of Services of the Professional Services Contract.

B. Right of Way

See Exhibit A, Scope of Services of the Professional Services Contract.

C. Surveys

See Exhibit A, Scope of Services of the Professional Services Contract.

D. Subsurface Investigations

See Exhibit A, Scope of Services of the Professional Services Contract.

E. Local Agency Obligations

All data applicable to the project and in possession of LOCAL AGENCY, another agency, or government agency that are to be made available to CONSULTANT are referred to in the AGREEMENT. Any other assistance or services to be furnished to CONSULTANT are to be stated clearly.

F. Conferences, Site Visits, Inspection of Work

This AGREEMENT provides for conferences as needed, visits to the site, and inspection of the work by representatives of the LOCAL AGENCY, State, and/or FHWA. Costs incurred by CONSULTANT for meetings, subsequent to the initial meeting, shall be included in the fee.

G. Checking Shop Drawings

For AGREEMENTs requiring the preparation of construction drawings, make provision for checking shop drawings. Payment for checking shop drawings by CONSULTANT may be included in the AGREEMENT fee, or provision may be made for separate payment.

H. CONSULTANT Services During Construction

The extent, if any of CONSULTANT's services during the course of construction as material testing, construction surveys. etc., are specified in the AGREEMENT together with the method of payment for such services.

I. Documentation and Schedules

AGREEMENTs where appropriate, shall provide that CONSULTANT document the results of the work to the satisfaction of LOCAL AGENCY, and if applicable, the State and FHWA. This may include preparation of progress and final reports, plans, specifications and estimates, or similar evidence of attainment of the AGREEMENT objectives.

J. Deliverables and Number of Copies

The number of copies or documents to be furnished, such as reports, brochures, sets of plans, specifications, or Right of Way parcel maps shall be specified. Provision may be made for payment for additional copies.

ARTICLE IV PERFORMANCE PERIOD

A. This AGREEMENT shall go into effect on _____, contingent upon approval by LOCAL AGENCY, and CONSULTANT shall commence work after notification to proceed by LOCAL AGENCY'S Contract Administrator. The AGREEMENT shall end on December 31, 2030, unless extended by AGREEMENT amendment.

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

ARTICLE V ALLOWABLE COSTS AND PAYMENTS

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

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

B. In addition to the allowable costs incurred, LOCAL AGENCY will pay CONSULTANT a fixed fee of $300,000. The fixed fee is nonadjustable for the term of the AGREEMENT, except in the event of a

significant change in the scope of work and such adjustment is made by AGREEMENT amendment.

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

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

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

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

G. CONSULTANT will be reimbursed promptly according to California Regulations upon receipt by LOCAL AGENCY's Contract Administrator of itemized invoices in duplicate. Invoices shall be submitted no later than thirty (30) calendar days after the performance of work for which CONSULTANT is billing. Invoices shall detail the work performed on each milestone and each project as applicable. Invoices shall follow the format stipulated for the approved Cost Proposal and shall reference this AGREEMENT number and project title. Final invoice must contain the final cost and all credits due LOCAL AGENCY including any equipment purchased under the provisions of Article XI Equipment Purchase. The final invoice should be submitted within sixty (60) calendar days after completion of CONSULTANT's work. Invoices shall be mailed to LOCAL AGENCY's Contract Administrator at the following address:

City of Stockton
Public Works Department
ATTN: MAURICIO ESPINOZA
501 W. Weber Ave., Bldg. 2 – 3rd Floor
Stockton, CA 95202-9822

H. The total amount payable by LOCAL AGENCY including the fixed fee shall not exceed $300,000.

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

ARTICLE VI TERMINATION

A. This AGREEMENT may be terminated by LOCAL AGENCY, provided that LOCAL AGENCY gives not less than thirty (30) calendar days' written notice (delivered by certified mail, return receipt requested) of intent to terminate. Upon termination, LOCAL AGENCY shall be entitled to all work, including but not limited to, reports, investigations, appraisals, inventories, studies, analyses, drawings and data estimates performed to that date, whether completed or not.

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

C. Notwithstanding any provisions of this AGREEMENT, CONSULTANT shall not be relieved of liability to LOCAL AGENCY for damages sustained by LOCAL AGENCY by virtue of any breach of this

AGREEMENT by CONSULTANT, and LOCAL AGENCY may withhold any payments due to CONSULTANT until such time as the exact amount of damages, if any, due LOCAL AGENCY from CONSULTANT is determined.

D. In the event of termination, CONSULTANT shall be compensated as provided for in this AGREEMENT. Upon termination, LOCAL AGENCY shall be entitled to all work, including but not limited to, reports, investigations, appraisals, inventories, studies, analyses, drawings and data estimates performed to that date, whether completed or not.

ARTICLE VII COST PRINCIPLES AND ADMINISTRATIVE REQUIREMENTS

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

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

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

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

ARTICLE VIII RETENTION OF RECORD/AUDITS

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

ARTICLE IX AUDIT REVIEW PROCEDURES

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

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

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

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

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

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

   Accepted rates will be as follows:

   a. If the proposed rate is less than one hundred fifty percent (150%) - the accepted rate reimbursed will be ninety percent (90%) of the proposed rate.

   b. If the proposed rate is between one hundred fifty percent (150%) and two hundred percent (200%) - the accepted rate will be eighty-five percent (85%) of the proposed rate.

   c. If the proposed rate is greater than two hundred percent (200%) - the accepted rate will be seventy-five percent (75%) of the proposed rate.

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

3. If the CONSULTANT fails to comply with the provisions of this paragraph E, or if IOAI is still unable

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

4. CONSULTANT may submit to LOCAL AGENCY final invoice only when all of the following items have occurred: (1) IOAI accepts or adjusts the original or revised independent CPA audited ICR; (2) all work under this AGREEMENT has been completed to the satisfaction of LOCAL AGENCY; and, (3) IOAI has issued its final ICR review letter. The CONSULTANT MUST SUBMIT ITS FINAL INVOICE TO LOCAL AGENCY no later than sixty (60) calendar days after occurrence of the last of these items. The accepted ICR will apply to this AGREEMENT and all other agreements executed between LOCAL AGENCY and the CONSULTANT, either as a prime or subconsultant, with the same fiscal period ICR.

ARTICLE X SUBCONTRACTING

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

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

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

D. CONSULTANT shall pay its Subconsultants within Fifteen (15) calendar days from receipt of each payment made to the CONSULTANT by the LOCAL AGENCY.

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

F. Prompt Progress Payment

CONSULTANT or subconsultant shall pay to any subconsultant, not later than fifteen (15) days after receipt of each progress payment, unless otherwise agreed to in writing, the respective amounts allowed CONSULTANT on account of the work performed by the subconsultants, to the extent of each subconsultant’s interest therein. In the event that there is a good faith dispute over all or any portion of the amount due on a progress payment from CONSULTANT or subconsultant to a subconsultant, CONSULTANT or subconsultant may withhold no more than 150 percent of the disputed amount. Any violation of this requirement shall constitute a cause for disciplinary action and shall subject the licensee to a penalty, payable to the subconsultant, of 2 percent of the amount due per month for every month that payment is not made.

In any action for the collection of funds wrongfully withheld, the prevailing party shall be entitled to his or her attorney’s fees and costs. The sanctions authorized under this requirement shall be separate from, and in addition to, all other remedies, either civil, administrative, or criminal. This clause applies to both DBE and non-DBE subconsultants.

G. Prompt Payment of Withheld Funds to Subconsultants

The LOCAL AGENCY may hold retainage from CONSULTANT and shall make prompt and regular incremental acceptances of portions, as determined by the LOCAL AGENCY, of the contract work, and pay retainage to CONSULTANT based on these acceptances. The LOCAL AGENCY shall designate one of the methods below in the contract to ensure prompt and full payment of any retainage kept by CONSULTANT or subconsultant to a subconsultant.

The LOCAL AGENCY shall hold retainage from CONSULTANT and shall make prompt and regular incremental acceptances of portions, as determined by the LOCAL AGENCY of the contract work and pay retainage to CONSULTANT based on these acceptances. CONSULTANT or subconsultant shall return all monies withheld in retention from all subconsultants within 15 days after receiving payment for work satisfactorily completed and accepted including incremental acceptances of portions of the contract work by the LOCAL AGENCY. Any delay or postponement of payment may take place only for good cause and with the LOCAL AGENCY's prior written approval. Any violation of these provisions shall subject the violating CONSULTANT or subconsultant to the penalties, sanctions, and other remedies specified in Section 3321 of the California Civil Code. This requirement shall not be construed to limit or impair any contractual, administrative or judicial remedies otherwise available to CONSULTANT or subconsultant in the event of a dispute involving late payment or nonpayment by CONSULTANT; deficient subconsultant performance and/or noncompliance by a subconsultant. This clause applies to both DBE and non-DBE subconsultants.

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

ARTICLE XI EQUIPMENT PURCHASE AND OTHER CAPITAL EXPENDITURES

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

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

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

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

CONSULTANT, if it is determined to sell the equipment, the terms and conditions of such sale must be approved in advance by LOCAL AGENCY.

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

ARTICLE XII STATE PREVAILING WAGE RATES

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

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

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

D. Payroll Records

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

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

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

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

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

   b. A certified copy of all payroll records enumerated in paragraph (1) above, shall be made available for inspection or furnished upon request to a representative of LOCAL AGENCY,

the Division of Labor Standards Enforcement and the Division of Apprenticeship Standards of the Department of Industrial Relations. Certified payrolls submitted to LOCAL AGENCY, the Division of Labor Standards Enforcement and the Division of Apprenticeship Standards shall not be altered or obliterated by the CONSULTANT.

c. The public shall not be given access to certified payroll records by the CONSULTANT. The CONSULTANT is required to forward any requests for certified payrolls to the LOCAL AGENCY Contract Administrator by both email and regular mail on the business day following receipt of the request.

3. Each CONSULTANT shall submit a certified copy of the records enumerated in paragraph (1) above, to the entity that requested the records within ten (10) calendar days after receipt of a written request.

4. Any copy of records made available for inspection as copies and furnished upon request to the public or any public agency by LOCAL AGENCY shall be marked or obliterated in such a manner as to prevent disclosure of each individual's name, address, and social security number. The name and address of the CONSULTANT or Subconsultant performing the work shall not be marked or obliterated.

5. The CONSULTANT shall inform LOCAL AGENCY of the location of the records enumerated under paragraph (1) above, including the street address, city and county, and shall, within five (5) working days, provide a notice of a change of location and address.

6. The CONSULTANT or Subconsultant shall have ten (10) calendar days in which to comply subsequent to receipt of written notice requesting the records enumerated in paragraph (1) above. In the event the CONSULTANT or Subconsultant fails to comply within the ten (10) day period, he or she shall, as a penalty to LOCAL AGENCY, forfeit one hundred dollars ($100) for each calendar day, or portion thereof, for each worker, until strict compliance is effectuated. Such penalties shall be withheld by LOCAL AGENCY from payments then due. CONSULTANT is not subject to a penalty assessment pursuant to this section due to the failure of a Subconsultant to comply with this section.

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

F. Penalty

1. The CONSULTANT and any of its Subconsultants shall comply with Labor Code §1774 and §1775. Pursuant to Labor Code §1775, the CONSULTANT and any Subconsultant shall forfeit to the LOCAL AGENCY a penalty of not more than two hundred dollars ($200) for each calendar day, or portion thereof, for each worker paid less than the prevailing rates as determined by the Director of DIR for the work or craft in which the worker is employed for any public work done under the AGREEMENT by the CONSULTANT or by its Subconsultant in violation of the requirements of the Labor Code and in particular, Labor Code §§1770 to 1780, inclusive.

2. The amount of this forfeiture shall be determined by the Labor Commissioner and shall be based on consideration of mistake, inadvertence, or neglect of the CONSULTANT or Subconsultant in failing to pay the correct rate of prevailing wages, or the previous record of the CONSULTANT or Subconsultant in meeting their respective prevailing wage obligations, or the willful failure by the CONSULTANT or Subconsultant to pay the correct rates of prevailing wages. A mistake, inadvertence, or neglect in failing to pay the correct rates of prevailing wages is not excusable if

the CONSULTANT or Subconsultant had knowledge of the obligations under the Labor Code. The CONSULTANT is responsible for paying the appropriate rate, including any escalations that take place during the term of the AGREEMENT.

3. In addition to the penalty and pursuant to Labor Code §1775, the difference between the prevailing wage rates and the amount paid to each worker for each calendar day or portion thereof for which each worker was paid less than the prevailing wage rate shall be paid to each worker by the CONSULTANT or Subconsultant.

4. If a worker employed by a Subconsultant on a public works project is not paid the general prevailing per diem wages by the Subconsultant, the CONSULTANT of the project is not liable for the penalties described above unless the CONSULTANT had knowledge of that failure of the Subconsultant to pay the specified prevailing rate of wages to those workers or unless the CONSULTANT fails to comply with all of the following requirements:

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

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

    c. Upon becoming aware of the Subconsultant's failure to pay the specified prevailing rate of wages to the Subconsultant's workers, the CONSULTANT shall diligently take corrective action to halt or rectify the failure, including but not limited to, retaining sufficient funds due the Subconsultant for work performed on the public works project.

    d. Prior to making final payment to the Subconsultant for work performed on the public works project, the CONSULTANT shall obtain an affidavit signed under penalty of perjury from the Subconsultant that the Subconsultant had paid the specified general prevailing rate of per diem wages to the Subconsultant's employees on the public works project and any amounts due pursuant to Labor Code §1813.

5. Pursuant to Labor Code §1775, LOCAL AGENCY shall notify the CONSULTANT on a public works project within fifteen (15) calendar days of receipt of a complaint that a Subconsultant has failed to pay workers the general prevailing rate of per diem wages.

6. If LOCAL AGENCY determines that employees of a Subconsultant were not paid the general prevailing rate of per diem wages and if LOCAL AGENCY did not retain sufficient money under the AGREEMENT to pay those employees the balance of wages owed under the general prevailing rate of per diem wages, the CONSULTANT shall withhold an amount of moneys due the Subconsultant sufficient to pay those employees the general prevailing rate of per diem wages if requested by LOCAL AGENCY.

G. Hours of Labor

Eight (8) hours labor constitutes a legal day's work. The CONSULTANT shall forfeit, as a penalty to the LOCAL AGENCY, twenty-five dollars ($25) for each worker employed in the execution of the AGREEMENT by the CONSULTANT or any of its Subconsultants for each calendar day during which such worker is required or permitted to work more than eight (8) hours in any one calendar day and forty (40) hours in any one calendar week in violation of the provisions of the Labor Code, and in particular §§1810 to 1815 thereof, inclusive, except that work performed by employees in excess of eight (8) hours per day, and forty (40) hours during any one week, shall be permitted upon compensation for all hours worked in excess of eight (8) hours per day and forty (40) hours in any

week, at not less than one and one-half (1.5) times the basic rate of pay, as provided in §1815.

H. Employment of Apprentices

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

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

ARTICLE XIII CONFLICT OF INTEREST

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

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

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

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

ARTICLE XIV REBATES, KICKBACKS OR OTHER UNLAWFUL CONSIDERATION

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

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

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

1. No State, Federal, or LOCAL AGENCY appropriated funds have been paid or will be paid, by or on behalf of the CONSULTANT, to any person for influencing or attempting to influence an officer or employee of any local, State, or Federal agency, a Member of the State Legislature or United States Congress, an officer or employee of the Legislature or Congress, or any employee of a Member of the Legislature or Congress in connection with the awarding or making of this AGREEMENT, or with the extension, continuation, renewal, amendment, or modification of this AGREEMENT.

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this AGREEMENT, the CONSULTANT shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

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

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

ARTICLE XVI NON-DISCRIMINATION CLAUSE AND STATEMENT OF COMPLIANCE

A. The CONSULTANT's signature affixed herein and dated shall constitute a certification under penalty of perjury under the laws of the State of California that the CONSULTANT has, unless exempt, complied with the nondiscrimination program requirements of Gov. Code §12990 and 2 CCR §11102.

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

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

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

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

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

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

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

I. CONSULTANT, subrecipient or subconsultant will never exclude any person from participation in, deny any person the benefits of, or otherwise discriminate against anyone in connection with the award and performance of any contract covered by 49 CFR 26 on the basis of race, color, sex, or national origin. In administering the LOCAL AGENCY components of the DBE Program Plan, CONSULTANT, subrecipient or subconsultant will not, directly, or through contractual or other arrangements, use criteria or methods of administration that have the effect of defeating or substantially impairing accomplishment of the objectives of the DBE Program Plan with respect to individuals of a particular race, color, sex, or national origin.

ARTICLE XVII DEBARMENT AND SUSPENSION CERTIFICATION

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

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

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

C. Exceptions to the Federal Government excluded parties (https://sam.gov/content/home) maintained by the U.S. General Services Administration are to be determined by FHWA.

~~ARTICLE XVIII DISADVANTAGED BUSINESS ENTERPRISES (DBE) PARTICIPATION~~ (REMOVED)

ARTICLE XIX INSURANCE

See Section 3 of the Professional Services Contract.

ARTICLE XX FUNDING REQUIREMENTS

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

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

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

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

ARTICLE XXI CHANGE IN TERMS

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

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

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

ARTICLE XXII CONTINGENT FEE

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

ARTICLE XXIII DISPUTES

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

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

information submitted by CONSULTANT.

B. Not later than thirty (30) calendar days after completion of all work under the AGREEMENT, CONSULTANT may request review by LOCAL AGENCY Governing Board of unresolved claims or disputes, other than audit. The request for review will be submitted in writing.

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

ARTICLE XXIV INSPECTION OF WORK

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

ARTICLE XXV SAFETY

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

B. Pursuant to the authority contained in Vehicle Code §591, LOCAL AGENCY has determined that such areas are within the limits of the project and are open to public traffic. CONSULTANT shall comply with all of the requirements set forth in Divisions 11, 12, 13, 14, and 15 of the Vehicle Code. CONSULTANT shall take all reasonably necessary precautions for safe operation of its vehicles and the protection of the traveling public from injury and damage from such vehicles.

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

D. CONSULTANT must have a Division of Occupational Safety and Health (CAL-OSHA) permit(s), as outlined in Labor Code §6500 and §6705, prior to the initiation of any practices, work, method, operation, or process related to the construction or excavation of trenches which are five (5) feet or deeper.

ARTICLE XXVI OWNERSHIP OF DATA

A. It is mutually agreed that all materials prepared by CONSULTANT under this AGREEMENT shall become the property of LOCAL AGENCY, and CONSULTANT shall have no property right therein whatsoever. Immediately upon termination, LOCAL AGENCY shall be entitled to, and CONSULTANT shall deliver to LOCAL AGENCY, reports, investigations, appraisals, inventories, studies, analyses, drawings and data estimates performed to that date, whether completed or not, and other such materials as may have been prepared or accumulated to date by CONSULTANT in performing this AGREEMENT which is not CONSULTANT's privileged information, as defined by law, or CONSULTANT's personnel information, along with all other property belonging exclusively to LOCAL AGENCY which is in CONSULTANT's possession. Publication of the information derived from work performed or data obtained in connection with services rendered under this AGREEMENT must be approved in writing by LOCAL AGENCY.

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

LOCAL AGENCY without restriction or limitation upon its use or dissemination by City.

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

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

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

ARTICLE XXVII CLAIMS FILED BY LOCAL AGENCY's CONSTRUCTION CONTRACTOR

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

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

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

ARTICLE XXVIII CONFIDENTIALITY OF DATA

A. All financial, statistical, personal, technical, or other data and information relative to LOCAL AGENCY's operations, which are designated confidential by LOCAL AGENCY and made available to CONSULTANT in order to carry out this AGREEMENT, shall be protected by CONSULTANT from unauthorized use and disclosure.

B. Permission to disclose information on one occasion, or public hearing held by LOCAL AGENCY relating to the AGREEMENT, shall not authorize CONSULTANT to further disclose such information, or disseminate the same on any other occasion.

C. CONSULTANT shall not comment publicly to the press or any other media regarding the AGREEMENT or LOCAL AGENCY's actions on the same, except to LOCAL AGENCY's staff, CONSULTANT's own personnel involved in the performance of this AGREEMENT, at public hearings, or in response to questions from a Legislative committee.

D. CONSULTANT shall not issue any news release or public relations item of any nature, whatsoever, regarding work performed or to be performed under this AGREEMENT without prior review of the contents thereof by LOCAL AGENCY, and receipt of LOCAL AGENCY'S written permission.

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

F. All information related to the construction estimate is confidential, and shall not be disclosed by CONSULTANT to any entity, other than LOCAL AGENCY, Caltrans, and/or FHWA. All of the materials prepared or assembled by CONSULTANT pursuant to performance of this Contract are confidential and CONSULTANT agrees that they shall not be made available to any individual or organization without the prior written approval of LOCAL AGENCY or except by court order. If CONSULTANT or any of its officers, employees, or subcontractors does voluntarily provide information in violation of this Contract, LOCAL AGENCY has the right to reimbursement and indemnity from CONSULTANT for any damages caused by CONSULTANT releasing the information, including, but not limited to, LOCAL AGENCY's attorney's fees and disbursements, including without limitation experts' fees and disbursements.

ARTICLE XXIX NATIONAL LABOR RELATIONS BOARD CERTIFICATION

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

ARTICLE XXX EVALUATION OF CONSULTANT

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

ARTICLE XXXI PROMPT PAYMENT

A. PROMPT PAYMENT FROM LOCAL AGENCY TO CONSULTANT

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

(1) The LOCAL AGENCY shall review each payment request as soon as feasible after receipt to verify it is a proper payment request.

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

B. PROMPT PAYMENT CERTIFICATION

For projects awarded on or after September 1, 2023: the CONSULTANT must now submit Exhibit 9-P to the LOCAL AGENCY administering the contract by the 15th of the month following the month of any payment(s). If the CONSULTANT does not make any payments to subconsultants, supplier(s), and/or manufacturers they must report "no payments were made to subs this month" and write this visibly and legibly on Exhibit 9-P.

The LOCAL AGENCY must verify all Exhibit 9-P information, monitor compliance with prompt payment requirements for DBE and non-DBE firms, and address any shortfalls to the DBE commitment and prompt payment issues until the end of the project. The LOCAL AGENCY must email a copy of Exhibit 9-P to DBE.Forms@dot.ca.gov before the end of the month after receiving the

Exhibit 9-P from the CONSULTANT.

ARTICLE XXXII TITLE VI ASSURANCES

Refer to the Professional Services Contract

ARTICLE XXXIII NOTIFICATION

Refer to the Professional Services Contract

ARTICLE XXXIV CONTRACT

Refer to the Professional Services Contract

ARTICLE XXXV SIGNATURES

Refer to the Professional Services Contract