

**COUNTY OF TULARE
PROFESSIONAL ENGINEERING CONSULTING SERVICES
FOR THE AVENUE 176 AT ROAD 276 BOX CULVERT REPLACEMENT PROJECT**

THIS AGREEMENT ("Agreement") is entered into as of December 17, 2024, between the **COUNTY OF TULARE**, a political subdivision of the State of California ("COUNTY"), and **CORNERSTONE STRUCTURAL ENGINEERING GROUP, INC.**, a California Corporation ("CONTRACTOR"). COUNTY and CONTRACTOR are each a "Party" and together are the "Parties" to this Agreement, which is made with reference to the following:

- A. COUNTY has requested proposals for professional engineering services for the **Avenue 176 at Road 276 Box Culvert Replacement Project** (the Project) located within Tulare County and approximately 8 mile southeast of the Community of Strathmore, CA. These consultant services are to include project management, performing field reviews/studies, completing regulatory agency permitting and coordination, preparing CEQA and NEPA documentation, developing biddable construction documents (plans, specifications, and construction cost estimate), providing professional assistance during the bidding process, bid evaluation, and assistance with the selection of a construction contractor, environmental monitoring during construction, and construction support (as needed) during the construction of the project as described per the attached **Exhibit A** ("Scope of Work"), to the satisfaction of the COUNTY, State, Federal Emergency Management Agency (FEMA), and other jurisdictional agencies. CONTRACTOR shall document the results of the work to the satisfaction of the COUNTY, the State and FEMA. This may include preparation of progress and final reports or similar evidence of attainment of the Agreement objectives.
- B. CONTRACTOR'S response indicates that it possesses the professional qualifications, relevant experience and demonstrated competence to provide such services. If there is any conflict between the CONTRACTOR'S approved Cost Proposal (attached as **Exhibit B**) and this Agreement, this Agreement shall take the precedence.

THE PARTIES AGREE AS FOLLOWS:

1. **TERM:** This Agreement becomes effective as of December 17, 2024, and expires at 11:59 PM on December 31, 2029, unless earlier terminated as provided below, or unless the Parties extend the term by a written amendment to this Agreement.
2. **SERVICES:** CONTRACTOR will provide professional engineering services, more particularly described in **Exhibit A**. All work performed and billed to the COUNTY by the CONTRACTOR shall be eligible for federal reimbursement in accordance with the Caltrans Local Assistance Procedures Manual (LAPM) and/or any other applicable FEMA requirements, unless otherwise directed by the COUNTY, in writing.
3. **PAYMENT FOR SERVICES:** See attached **Exhibit B** ("CONTRACTOR'S Cost Proposal").
 - A. The COUNTY shall reimburse the CONTRACTOR for hours worked at the hourly rates specified in **Exhibit B**. The specified hourly rates shall include direct salary costs, employee benefits, overhead, and fee. Note that anticipated salary increases are calculated in advance and factored into the not to exceed lump sum contract cost.

- B. In addition, the CONTRACTOR will be reimbursed for incurred direct costs other than salary costs that are identified in **Exhibit A** and **Exhibit B**.
- C. No additional compensation will be paid to the CONTRACTOR, unless there is a change in the scope of the work or the scope of the project. In the instance of a change in the scope of the work or the scope of the project, adjustment to the fee will be negotiated between the CONTRACTOR and COUNTY. Adjustment in the fee will not be effective until authorized by a written amendment to this Agreement which has been approved by the COUNTY.
- D. The CONTRACTOR shall not commence performance of work or services until this Agreement has been approved by COUNTY, and a notification to proceed has been issued. No payment will be made for any work performed prior to COUNTY approval of this Agreement.

The CONTRACTOR will be reimbursed, as promptly as fiscal procedures will permit, upon receipt by COUNTY'S Contract Administrator of itemized invoices in duplicate. Invoices shall be submitted no later than 45 calendar days after the performance of work for which CONTRACTOR is billing. Invoices shall detail the work performed on each milestone, as applicable. Invoices shall follow the format stipulated for the Cost Proposal and shall reference this Agreement number and project title. Final invoice must contain the final cost and all credits owed to the COUNTY that include any equipment purchased pursuant to the Exhibits to this Agreement. The final invoice should be submitted within 60 calendar days after completion of CONTRACTOR'S work. Invoices shall be emailed to RMA-AP@tularecounty.ca.gov AND the current County Project Manager. All invoices should identify the current County Project Manager and Board Agreement Number (5-digit number).

- E. The total amount payable by the COUNTY for services identified in Exhibit A and Exhibit B shall not exceed sum of ONE HUNDRED FIFTY-SEVEN THOUSAND FOUR HUNDRED DOLLARS AND NO CENTS (\$157,400.00) for primary services and SIXTY-SEVEN THOUSAND TWO HUNDRED DOLLARS AND NO CENTS (\$67,200.00) for optional services, for a total of TWO HUNDRED TWENTY-FOUR THOUSAND SIX HUNDRED DOLLARS AND NO CENTS (\$224,600.00).
- F. Caution: This project may be partially funded with Federal funds and therefore requires full compliance with Title 2 of the Code of Federal Regulations, § 200.218 through 200.326 AND the County Purchasing Ordinance.

The CONTRACTOR shall not commence performance of optional services until a notification to proceed has been issued. No payment will be made prior to approval or for any optional services performed prior to the COUNTY's issuance of a notice to proceed.

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 the Parties, to avoid program and fiscal delays that would occur if the Agreement were executed after that determination was made.

This Agreement is valid and enforceable only if sufficient funds are made available to COUNTY 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 COUNTY governing board that may affect the provisions, terms, or funding of this Agreement in any manner.

The COUNTY has received FEMA authorization to initiate the Project and secure a design consultant contract to complete the Preliminary Engineering (PE) phase of the Project. It is mutually agreed by the Parties that if sufficient funds are not appropriated to cover the full balance of anticipated PE funds, work may be temporarily suspended until an appropriation of sufficient funds is received by the COUNTY or this Agreement may be amended to reflect a reduction in funds. COUNTY has the option to void the Agreement under the 30-day termination clause or Parties may mutually agree to amend the Agreement to reflect a reduction in funds.

4. INSURANCE: Before approval of this Agreement by COUNTY, CONTRACTOR must file with the Clerk of the Board of Supervisors, evidence of the required insurance as set forth in the attached **Exhibit C**.

5. GENERAL AGREEMENT TERMS AND CONDITIONS: COUNTY'S "General Agreement Terms and Conditions" are hereby incorporated in the attached **Exhibit D** and made a part of this Agreement.

6. ADDITIONAL EXHIBITS: CONTRACTOR shall comply with the terms and conditions of the Exhibits listed below and identified with a checked box, which are by this reference made a part of this Agreement.

<input checked="" type="checkbox"/>	Exhibit A	Scope of Work
<input type="checkbox"/>	Exhibit B	Contractor's Cost Proposal
<input checked="" type="checkbox"/>	Exhibit C	Professional Services Contracts – Insurance Requirements
<input checked="" type="checkbox"/>	Exhibit D	Revised County General Agreement Terms and Conditions
<input type="checkbox"/>	Exhibit E	Additional terms and conditions for federally-funded contracts

7. NOTICES: (a) Except as may be otherwise required by law, any notice to be given must be written and must be either personally delivered, sent by facsimile transmission or sent by first class mail, postage pre-paid and addressed as follows:

COUNTY:

Tulare County Resource Management Agency
Attention: Jennifer Cervantes, Contract Administrator
5961 South Mooney Boulevard
Visalia, CA 93277

With a Copy to:

COUNTY ADMINISTRATIVE OFFICER
2800 W. Burrel Ave.
Visalia, CA 93291

Phone No.: (559) 624-7000

Fax No.: (559) 615-3005

Phone No.: (559) 636-5000

Fax No.: (559) 733-6318

CONTRACTOR:

CORNERSTONE STRUCTURAL ENGINEERING GROUP, INC.

Attention: Shawn Cullers

986 W. Alluvial Ave, Suite 201

Fresno, CA 93711

Phone No.: (559) 320-300

Fax No.: (559) 320-3201

(b) Notice personally delivered is effective when delivered. Notice sent by facsimile transmission is deemed to be received upon successful transmission. Notice sent by first class mail will be deemed received on the fifth calendar day after the date of mailing. Either Party may change the above address by giving written notice under this section.

8. AUTHORITY: CONTRACTOR represents and warrants to COUNTY that the individual(s) signing this Agreement on its behalf are duly authorized and have legal capacity to sign this Agreement and bind CONTRACTOR to its terms. CONTRACTOR acknowledges that COUNTY has relied upon this representation and warranty in entering into this Agreement.

9. ORDER OF PRECEDENCE: Notwithstanding anything to the contrary in this Agreement, including the COUNTY'S "General Agreement Terms and Conditions" incorporated by reference, and the attached Exhibits, because the services to be provided under this Agreement are at least partially federally-funded, the provisions of the attached **Exhibit E** shall prevail over any inconsistent provisions herein.

10. COUNTERPARTS: The Parties may sign this Agreement in counterparts, each of which is an original and all of which taken together, form one single document.

[THIS SPACE LEFT BLANK INTENTIONALLY; SIGNATURES FOLLOW ON NEXT PAGE]

THE PARTIES, having read and considered the above provisions, indicate their agreement by their authorized signatures below.

CORNERSTONE STRUCTURAL ENGINEERING GROUP, INC.

Date: 11/18/24

By [Signature]

Print Name SHAWN M. COWERS

Title PRESIDENT

Date: _____

By [Signature]

Print Name Maureen Goolkasian

Title CFO

[Pursuant to Corporations Code section 313, County policy requires that contracts with a **Corporation** be signed by both (1) the chairman of the Board of Directors, the president or any vice-president (or another officer having general, operational responsibilities), and (2) the secretary, any assistant secretary, the chief financial officer, or any assistant treasurer (or another officer having recordkeeping or financial responsibilities), unless the contract is accompanied by a certified copy of a resolution of the corporation's Board of Directors authorizing the execution of the contract. Similarly, pursuant to California Corporations Code section 17703.01, County policy requires that contracts with a **Limited Liability Company** be signed by at least two managers, unless the contract is accompanied by a certified copy of the articles of organization stating that the LLC is managed by only one manager.]

COUNTY OF TULARE

Date: 12/17/2024

By [Signature]
Chair, Board of Supervisors

ATTEST: JASON T. BRITT

County Administrative Officer/Clerk of the Board
of Supervisors of the County of Tulare

Date: 12/17/2024

By [Signature]
Deputy Clerk



Approved as to Form
County Counsel

Date: _____

By Matthew C. Pierce
Deputy

Matter # 2024104

Exhibit A

Scope of Work

EXHIBIT A – SCOPE OF BASIC SERVICES

TULARE COUNTY RESOURCE MANAGEMENT AGENCY

Avenue 176 at Road 276 Culvert Replacement Project

Request for Proposal

October 18, 2024

INTRODUCTION

The following scope of work is based on the Tulare County Resource Management Agency Avenue 176 at Road 276 Culvert Replacement Project Request for Proposal for Profession Engineering and Environmental Support Services. The scope of work consists of performing preliminary engineering studies, obtaining environmental approvals, and obtaining necessary regulatory permits on behalf of the COUNTY; and preparation of Plan, Specifications, and Estimates (PS&E) for replacement of the existing timber culvert that sustained irreparable damage during the Winter storms of 2023.

Within this Scope of Work, Cornerstone’s team is referred to as “the CONSULTANT.” This is in reference to the entire consultant team consisting of:

Firm	Areas of Expertise and Scope of Work
Cornerstone Structural Engineering Group	Prime Consultant, Structural Design
Dewberry	Roadway/Civil Design, Utility Coordination
LSA	Environmental Support Studies and Permitting
Balckburn Consulting	Geotechnical Engineering
ESP Surveying	Survey and ROW Engineering
Avila and Associates	Hydrology and Hydraulics Engineering

During contract negotiations the following tasks were removed from the scope of work at the direction of the County: Roadway/Civil Design and Utility Coordination; Geotechnical Engineering; Survey and ROW Engineering; and Hydrology and Hydraulics Engineering. We understand, based on our correspondence with the County, that the County will be undertaking the roadway/civil design, utility coordination, survey, and ROW engineering tasks themselves. We also understand that the County will issue a letter to the CONSULTANT directing that the replacement culvert consist of a single cell structure measuring 6 feet by 5 feet (i.e., a replacement in kind as previously approved by FEMA) and will not require the completion of any hydrologic or hydraulic analysis. Furthermore, we also understand that the County will be issuing a letter to the CONSULTANT to proceed with the structural design without performing any geotechnical engineering. The design will utilize earth pressures for the following two loading conditions: 1) 140 pounds per cubic foot vertical and 42 pounds per cubic foot horizontal and 2) 140 pounds per cubic foot vertical and 140 pounds per cubic foot horizontal. Moreover, the culvert will be constructed atop a 6-inch-thick layer of ¾ inch crushed gravel atop undisturbed earth. We understand a similar approach was taken by the County during the design of the Avenue 280 Widening Project designed by Tulare County RMA.

PHASE 0 - PROJECT MANAGEMENT

This phase commences with receiving the Notice-to-Proceed and concludes with the submittal of the Final PS&E at the completion of the project. Key aspects of the Project Management program include attending the project kick-off meeting and other progress meetings; coordination with the COUNTY’s Project Manager, FEMA, and regulatory agencies; providing a project delivery schedule; providing Quality Assurance/Quality Control, and general coordination and communications. CONSULTANT’s Principal and Project Manager will direct and monitor project work activities in accordance with the contracted scope, schedule, and budget.

0.1 Monitor Work Plans

CONSULTANT will monitor the work plan which includes the scope of work, fee, the terms of the professional services agreement and other contractual requirements over the course of the project.

0.2 Project Meetings

CONSULTANT will prepare for and attend the project kick-off/field review meeting and meetings bimonthly with COUNTY staff to discuss project progress.

0.2.1 Kickoff Meeting/Field Investigation

CONSULTANT will prepare for and attend the project kick-off meeting at the site. The goal of the kick-off meeting is to introduce staff, discuss project background and scope, establish communication and procedure guidelines, and discuss the project schedule.

0.2.2 Project Progress Meetings

To facilitate coordination with project stakeholders, CONSULTANT will prepare for and attend up to twelve (12) Project Development Team (PDT) coordination meetings. Meetings will initially be held monthly unless project status dictates otherwise or at the discretion of the COUNTY. These PDT coordination meetings will include comment review meetings following the 65% and 90% submittal to review and reconcile COUNTY review comments on the submittals.

The goal of the PDT coordination meetings is to discuss project status, schedule, and budget; to discuss critical project information and status across disciplines and make decisions that could potentially affect the project design, scope, schedule, and budget. CONSULTANT will prepare and distribute a meeting agenda prior to the meeting. CONSULTANT will also prepare meeting minutes documenting the discussions, conclusions and meeting action items and the responsible party.

0.3 Project Delivery Schedule

CONSULTANT will prepare and maintain project delivery schedules.

0.3.1 Project Delivery Schedule

CONSULTANT will provide a project delivery schedule for the tasks identified within this scope of services. The schedule will identify the major tasks to be completed, durations, and project milestones. CONSULTANT will provide a baseline project delivery schedule after the kick-off meeting and will provide monthly updates to the schedule noting percentages complete for each task. The project delivery schedule will be prepared in Microsoft Project format.

0.4 Quality Control/Quality Assurance (QC/QA)

CONSULTANT will utilize a QC/QA plan/process for this project whereby deliverables are reviewed for uniformity, compatibility and constructability as well as general conformance with the COUNTY and Caltrans requirements. QC/QA Manager will be assigned to the project whose responsibility will be to ensure the proper quality control procedures are in place and followed. The QC/QA plan will include procedures for reviewing deliverables including, but not limited to, conceptual plans, technical memorandums and reports, and cost estimates. Supporting documentation demonstrating that the QC/QA plan/process is being followed will be submitted to the COUNTY. This documentation may include copies of review comment forms, red-marked plans, QC/QA meeting minutes, etc.

PHASE I – PROJECT INITIATION, TECHNICAL STUDIES, & TYPE SELECTION

This phase of work includes preliminary engineering and project Type Selection (35% PS&E).

1.1 Document Review and Project Initiation

CONSULTANT will review all available record drawings, reports, etc. After obtaining all available data from the COUNTY, CONSULTANT will review the data and establish preliminary design assumptions and parameters that could impact the project and coordinate with the COUNTY to obtain any additional information that will be needed to begin design.

1.2 Project Type Selection (35% PS&E)

Under this task, a Type Selection Memorandum will be developed that documents and summarizes the project constraints, including project design criteria, stakeholder criteria, and constructability issues. Based on the identified project

constraints, CONSULTANT will develop a preferred alternative for consideration in the project environmental documents and final design. The preferred alternative will consist of a cast-in-place reinforced concrete box culvert measuring 5 feet in width by 6 feet in height. The proposed culvert's dimensions represent a replacement opening matching the previous culvert opening (i.e. a replacement in kind) which we understand is being required by FEMA. The replacement culvert will also feature wingwalls at both the inlet and the outlet.

This task includes the following items:

1.2.1 Project Type Selection Memorandum

CONSULTANT will prepare a technical Type Selection Memorandum that includes:

- Proposed replacement culvert, design criteria, project constraints, constructability considerations, stakeholder impacts, environmental impacts, design exceptions (if required), right-of-way impacts, utility relocations, impacts to the travelling public, and traffic handling requirements.
- Preliminary Structural Quantities and Estimated Construction Cost
- List of design decisions needed by the COUNTY
- List of issues that will be resolved during final design
- Geometric Approval Drawing for Roadway (BY COUNTY)
- Culvert General Plan

1.2.1.1 Culvert General Plan

CONSULTANT will develop a culvert general plan depicting the layout of the structure and typical section with sufficient detail to develop a preliminary cost estimate of the proposed alternative for use in the Type Selection Memorandum. The Culvert General Plan will be included as an appendix to the Project Type Selection Memorandum.

1.3 Conceptual Area of Potential Effect (APE) Boundary

CONSULTANT will develop a conceptual exhibit showing the anticipated extents of the project in 2023 AutoCAD Civil 3D format that includes a delineation of the area of direct impact and area of indirect effects.

PHASE 2 – PROJECT APPROVAL/ENVIRONMENTAL DOCUMENT (PA/ED)

Environmental Support will be provided based on the preferred alternative identified in Phase 1 following the completion of Type Selection.

2.1 Environmental Studies and Consultation with Regulatory Agencies

2.1.1 Project Description

CONSULTANT will implement simultaneous conceptual engineering and planning for the project, accompanied by a clear and comprehensive project description. This approach enables environmental planners to inform project design and integrate resource avoidance and impact minimization measures early in the design process, thereby streamlining the environmental review process and reducing project mitigation costs. Additionally, the project description will be used by all technical study staff to ensure consistency across technical reports and CEQA/NEPA documents

2.1.2 Technical Studies

CONSULTANT has identified the following technical studies and provided associated costs in the event that the County determines additional information may be required by FEMA and/or regulatory agencies. CONSULTANT assumes that the technical studies will be presented in memorandum (memo) format, except for the Cultural Resources and Biological Assessment Reports. Our qualified technical staff can provide the following:

- Air Quality and Greenhouse Gas Emissions
- Biological Resources
- Cultural and Historical Resources

- **Water Quality Analysis**

If necessary, some technical studies may uncover observations that could raise concerns for project design and implementation, such as those related to aquatic, biological, and cultural resources. The CONSULTANT will promptly communicate any concerns that arise and take swift action to identify applicable solutions to avoid or minimize potential impacts. We will collaborate with the County and the design team to determine the best approach to keep the project progressing smoothly. Additionally, aquatic resources, public parks, and wildlife refuges will be addressed in the Biological Assessment Report.

CONSULTANT will initiate the archaeological and historical study as early as possible following the Notice to Proceed. Experience has shown that the Central Coastal Information Center and the Native American Heritage Commission sometimes experience delays in processing record search requests. Submitting these requests as soon as possible helps mitigate potential schedule impacts caused by such delays.

Once the COUNTY determines the need for technical studies, CONSULTANT will deliver the documents in a format that meets both CEQA/NEPA and permitting agency requirements. This ensures that the documents can support multiple purposes and agencies, including FEMA. All technical studies will be provided to the COUNTY in draft form for review and comment. The County will provide one consolidated round of comments for each deliverable, allowing CONSULTANT to revise the documents before final submission

2.1.2.1 Air Quality and Greenhouse Gas Emissions Analysis

CONSULTANT will prepare an Air Quality and Greenhouse Gas Emissions Technical Memorandum to evaluate the proposed project for its potential environmental impacts. The San Joaquin Valley Air Pollution Control District (SJVAPCD) administers air quality in the project site area. The project will be a Statutory Exemption CEQA document and a Categorical Exclusion NEPA document for FEMA. The analysis will be consistent with all applicable procedures and requirements of Tulare County, SJVAPCD, and CEQA. CONSULTANT will conduct the following tasks to complete this scope of work

Calculate Short-Term Construction Emissions:

Construction would take place during project implementation. The damaged wooden timber box culvert is planned to be replaced with a reinforced single box culvert with wing walls, a headwall, and cutoff walls to meet current Caltrans design standards. CONSULTANT will assess air quality and greenhouse gas impacts using factors such as the construction equipment used and the length of time for each specific construction task. Exhaust and dust emissions from worker commutes and equipment travel would also contribute to construction emissions. Fugitive dust emissions would result from earth moving operations, vehicles traveling on paved and unpaved roads, and wind erosion of any exposed soil and soil storage piles.

CONSULTANT will calculate the construction emissions commensurate with the available project-specific information (e.g., the start and end dates, operations schedule, equipment inventory, soil import or export quantities, and location to which construction waste will be hauled) or standard defaults, using the most recent version of the California Emissions Estimator Model (CalEEMod) air quality model and following the SJVAPCD Guidance for Assessing and Mitigating Air Quality Impacts. For specific construction details not provided, the analysis will use assumptions based on standard construction practices. Standard measures for construction activities recommended by the SJVAPCD will be identified and incorporated as part of the proposed project's standard conditions.

CONSULTANT will also calculate the greenhouse gas emissions associated with construction activities using the same methodology as described above. The calculations will consider emissions of carbon dioxide (CO₂), a key greenhouse gas identified in Assembly Bill 32, and other major greenhouse gases such as methane (CH₄) and nitrous oxide (N₂O) from construction-related sources.

Long-Term Mobile- and Stationary-Source Emissions:

Once construction is completed it is not anticipated there will be any project-related operational activities that would produce any pollutant emissions.

Prepare and Submit the Memorandum:

CONSULTANT will prepare the Air Quality and Greenhouse Gas Emissions Technical Memorandum, which will summarize the above analysis and findings. CONSULTANT will complete the memorandum within 4 weeks of authorization to proceed and receipt of all necessary information. CONSULTANT will summarize the above findings in a Draft Air Quality and Greenhouse Gas Emissions Technical Memorandum that will be ready to submit to the County for review and approval. The memorandum will be submitted as a Portable Document

Format (PDF) file. CONSULTANT will respond to one round of consolidated minor review comments. Additional rounds of review/revision or provision of copies in excess of that stated in this proposal will require an amendment to this scope and cost estimate.

2.1.2.2 Biological Assessment

Desktop Review:

Review of relevant background information, including but not limited to California Natural Diversity Database, the California Native Plant Society's Inventory of Rare and Endangered Vascular Plants of California, USFWS's Information, Planning, and Conservation (IPaC) System, technical reports regarding flora and fauna with potential to occur near the Project areas, and other planning documents completed for projects within the region that have potential relevance to the Project area.

Field Survey:

Perform a reconnaissance-level field survey of the area. Goals of the biological field survey include identification of existing biological resources within the Project area, including land uses and biotic habitats, constituent plants and animals, and suitable habitat for special status species. The location of any special status biological resources detected at each site, as well as all vegetation communities and other land cover types within the biological study area, will be mapped. CONSULTANT will also address aquatic resources at the same time of the biological study and include necessary aquatic resources delineation language in the report appropriate for the permitting efforts. CONSULTANT feels that a separate aquatic resources delineation report is not needed, as the project will not require a United States Army Corps of Engineers (USACE), Section 404 Nationwide Permit or a Regional Water Quality Control Board (RWQCB) Section 401 Certification.

Prepare and Submit the Biological Assessment Report:

Prepare a Biological Assessment Report evaluating potential project impacts to State and federally listed or special status species, habitats, and other sensitive biological resources. The report will recommend avoidance and minimization measures to assist design and provide possible mitigation reductions, if warranted. The report will be prepared to a NEPA level and include language for FEMA to perform a USFWS Section 7 consultation.

2.1.2.3 Cultural Resources Study

CONSULTANT will prepare a letter report to address archaeological and historic-period (45 years of age or older) built environment resources in compliance with NEPA Section 106 of the National Historic Preservation Act (Section 106) and CEQA. To accomplish this, the follow tasks are proposed.

Area of Potential Effects (APE) Map:

CONSULTANT will develop an APE map that will identify the entire area that has the potential to be directly (i.e. physically) or indirectly (i.e. visually and/or audibly) impacted by the proposed undertaking, which generally consists of the replacement of a small 1920s culvert and repairs to the adjacent slope area. The wood culvert was washed away in recent floods. It is anticipated that the APE will be limited to the construction area for the culvert, including staging areas, temporary construction easements, and grading limits. It is unlikely that adjacent buildings will be included in the APE since they are more than 75 feet from the estimated physical impact area and should not be visually or audibly impacted by the undertaking.

Record Search and Archival Research:

CONSULTANT will request an archaeological and historical records review and literature search at the Southern San Joaquin Valley Information Center (SSJVIC) of the California Historical Resources Information System (CHRIS), located at California State University, Bakersfield. The records search will include a 0.25-mile radius search area around the APE. The objectives of this archival research will be to: (1) establish the status and extent of previously recorded sites, surveys, and excavations in and adjacent to the APE; and (2) note what site types might be expected to occur within the APE based on the existing data from archaeological sites located within 0.25 mile of the APE. All pertinent references will be reviewed, and all information will be summarized in the letter report.

CONSULTANT will also conduct archival research to determine the date the culvert was constructed and any later alterations to it and identify any historically significant events or people associated with it. As part of this effort, CONSULTANT may contact the Tulare County Museum, the Tulare County Historical Society, and the Porterville Historical Museum.

Field Surveys:

A CONSULTANT archaeologist will conduct a pedestrian field survey to determine the presence/absence of non-built environment resources and assess site conditions within the APE. The level of effort for this scope assumes that no archaeological cultural resources requiring additional investigation, additional documentation, or studies will be identified in the APE through the record search or pedestrian field survey. If archaeological resources are identified, CONSULTANT will contact the COUNTY immediately to develop a scope and budget for additional tasks. In addition, CONSULTANT staff, under the supervision of an CONSULTANT architectural historian, will survey and photograph the culvert and its setting.

Department of Parks and Recreation (DPR) Forms:

A CONSULTANT architectural historian will document and evaluate the culvert on DPR forms. The forms will include a description of the culvert, construction history, a photograph, and significance evaluations using the National Register of Historic Places and California of Historical Resources criteria.

Cultural Resources Letter Report:

A cultural resources letter report will be prepared that will outline the research and field methods and results and provide a summary of the significance evaluation for the culvert in compliance with Section 106 and CEQA. The APE map and DPR forms will be attached to the report.

2.1.2.4 Water Quality Analysis

CONSULTANT will prepare a water quality memorandum that evaluates construction and operational impacts to water quality, groundwater, hydrology, and floodplains. The Water Quality Technical Memo will include a brief discussion of watersheds, surface receiving waters, existing drainage conditions and facilities, groundwater basins, floodplains, receiving waters conditions and impairments, water quality objectives, beneficial uses, and applicable federal, State, and local regulatory requirements. The proposed project's potential impact on water quality will be qualitatively evaluated based on CEQA and NEPA thresholds. CONSULTANT will evaluate the need for best management practices (BMPs) to ensure compliance with federal, State, and local National Pollutant Discharge Elimination System (NPDES) permit requirements and local ordinances during construction and operation. This scope of work does not include determining the required drainage improvements and BMPs for the proposed project.

In addition to project-specific information to be provided by the client, CONSULTANT will utilize existing information and permits related to hydrology and water resources, including information available from the County, State Water Resources Control Board, Central Valley Water Resources Control Board, Department of Water Resources, and FEMA.

Deliverables:

- Draft and Final Air and Greenhouse Gas Memorandum
- Draft and Final Biological Assessment
- Draft and Final Cultural Resources Memorandum
- Draft and Final Water Quality Analysis Memorandum

PHASE 3 – FINAL DESIGN

The final design phase includes Final Plans, Specifications, and Estimate.

3.1 Final Plans, Specifications, and Estimate

3.1.1 Final Design (65% PS&E)

Upon approval of the Type Selection design report, the CONSULTANT will prepare and submit the DRAFT plans, specifications, and estimate to the COUNTY. Specifications will follow Caltrans 2023 format unless directed otherwise. This submittal represents a complete set of “unchecked” plans. The CONSULTANT will prepare a complete set of construction plans in accordance with the COUNTY's standards. The content will represent a biddable plan set but it has not been through our QC checklist. This scope of work is based on the approximate sheet count listed below. Sheets will include necessary details to address comments from the COUNTY, regulatory agencies, etc.

Roadway Plans (By COUNTY)

Culvert Plans

Culvert Replacement (Single Cell Reinforced Concrete Box Culvert)

General Plan	1 Sheet
General Notes	1 Sheet
Foundation Plan	1 Sheet
Box Culvert Details No. 1	1 Sheet
Box Culvert Details No. 2	1 Sheet
<u>Flared Wingwall Details</u>	<u>1 Sheet</u>
Subtotal Culvert Plans	5 Sheets
Max Total Sheet Count	5 Sheets

3.1.1.1 Culvert Design

CONSULTANT will prepare structural calculations and culvert plans for the replacement culvert type and configuration agreed upon during the Preliminary Engineering task. This submittal will represent a complete, unchecked set of culvert construction documents to be submitted to the COUNTY. The culvert design will be performed in general accordance with the following:

- California Department of Transportation (Caltrans) Local Assistance Procedures Manual (LAPM) Chapter 11: Design Standards
- Caltrans LAPM Chapter 12: Plans, Specifications, and Estimates
- Caltrans Highway Design Manual
- AASHTO's Policy on Geometric Design of Highways and Streets, 6th Edition
- Caltrans 2023 Standard Plans & Specifications
- Caltrans Bridge Design & Detailing Manuals
- AASHTO LRFD Bridge Design Specifications, 8th Edition with Caltrans Amendments
- Caltrans Seismic Design Criteria, Version 2.0

3.1.1.2 Approach Roadway Design

CONSULTANT will coordinate with the COUNTY who will be responsible for the approach roadway design which will include preparing roadway plans, including grading, utilities, drainage, signage, temporary traffic control or detour, and any required staged construction, if any.

3.1.1.3 Engineer's Estimate of Probable Construction Cost

CONSULTANT will provide cost estimates for the replacement culvert at the 65% PS&E design submittal. CONSULTANT will prepare detailed quantities in accordance with Caltrans standard specifications and payment items. The engineer's estimate of probable construction cost ("Marginal Estimate") for the project will be prepared using the most recent and relevant Caltrans Cost Data, CONSULTANTS cost data, as well as the COUNTY's cost data.

3.1.1.4 Contract Specifications/Special Provisions

CONSULTANT will prepare the contract technical Special Provisions for the project based in General on Caltrans' 2023 Standard Special Provisions and Standard Specifications, and COUNTY construction contract standards.

Deliverables:

- One (1) full-size PDF of 65% culvert plans (22 x 34)
- One (1) set of annotated Technical Special Provisions in Word format
- One (1) copy of Engineer's Opinion of Probable Construction Cost Estimate in Excel format

- One (1) PDF of all draft (unchecked) Design Calculations

3.1.2 Final Design (90% PS&E)

This submittal represents a complete set of “checked” plans that has been through our QC checklist.

3.1.2.1 Culvert Independent Check

The 65% PS&E will be sufficiently completed by CONSULTANT so that an independent culvert design check can be completed. An independent engineer, who was not involved in the design will re-analyze the culvert, verify member capacities, perform a check of the structural quantity calculations, and review the special provisions for the culvert. The checker will provide a list of comments and a set of “red-marked” plans that communicate issues uncovered during the preparation of the independent check. The checker will also produce independent structural calculations, structural quantities, and an independent Engineer’s Estimate of Probable Construction Cost. Issues raised by the checker will be discussed with and resolved by the designer and checker. The final design will reflect agreement between the two engineers.

3.1.2.2 Update PS&E

CONSULTANT will provide written responses to Independent Check comments and COUNTY comments to the 65% PS&E. CONSULTANT will update the PS&E based on the agreement and resolution of comments for final submittal to the COUNTY. This submittal will represent the final contract documents that will be issued for bid and construction.

Deliverables:

- One (1) full-size PDF of 90% culvert plans (22 x 34)
- One (1) set of annotated and checked Technical Special Provisions in MS Word format
- One (1) copy of Engineer’s Opinion of Probable Construction Cost Estimate in MS Excel format
- One (1) review comment matrix with responses to all Independent Check comments and COUNTY comments in MS Excel format
- One (1) PDF of all checked Culvert Design Structural Calculations
- One (1) PDF of all checked Structural Quantities
- One (1) estimated construction schedule provided in MS Project format

3.1.3 Final Design (100% PS&E)

Following reviews by the COUNTY, any agreed-upon revisions shall be made to the 90% PS&E. The specifications, plans, and other bid documents will be submitted to the COUNTY for final approval.

Deliverables:

- One (1) full-size PDF of 100% culvert plans (22 x 34)
- One (1) set of annotated and checked Technical Special Provisions in MS Word format
- One (1) copy of Engineer’s Opinion of Probable Construction Cost Estimate in MS Excel format
- One (1) PDF set of Structural Design Calculations
- One (1) PDF set of Structural Quantity Calculations
- One (1) review comment matrix with responses to all COUNTY comments in MS Excel format

3.1.4 Deliver Final PS&E

After receipt of final approval, an original set of stamped and signed plans, two camera ready copies of the bidding documents and an engineer’s estimate will be submitted to the COUNTY for its use in soliciting construction bids. The CONSULTANT shall provide the quantity calculations to the COUNTY for use in administering the contract.

Deliverables:

- One (1) full-size PDF of Final Signed Culvert Plans (22 x 34)
- One (1) PDF set of Roadway Cross Sections at 50ft Intervals

- One (1) PDF set of Structural Design Calculations
- One (1) PDF set of Structural Quantity Calculations
- One (1) set of annotated and checked Technical Special Provisions in MS Word format
- One (1) Signed PDF of Technical Special Provisions
- One (1) copy of Engineer's Opinion of Probable Construction Cost Estimate in MS Excel format
- One (1) estimated construction schedule provided in MS Project format
- Resident Engineer's File
- Electronic versions of project plans provided in 2023 AutoCAD Civil 3D format.

WORK PERFORMED BY THE COUNTY

The COUNTY will perform tasks as identified above and the following:

- Project Approval
- Responsible for processing and approving any required design exceptions
- Surveying and ROW Engineering
- Civil/Roadway Design
- Utility Coordination
- Submit applications and pay all fees to obtain all required permits from all affected regulatory agencies.
- Right-of-Way Certification and Approval
- Boiler Plate, Notice to Bidders, and Contract provisions of Project Specifications
- PS&E Approval
- Advertise for Bids
- Award of Construction Contract

ASSUMPTIONS

In addition to the assumptions previously discussed, the following additional assumptions were made in generating this proposal.

1. The proposed replacement structure consists of a single cell cast-in-place reinforced concrete box culvert. The culvert cross section will consist of a 6 ft. tall x 5 ft. wide single cell. The culvert length will not exceed 40 ft. Reinforced concrete headwalls will be installed at the inlet and outlet of the culvert with a height not to exceed 10 ft.
2. No temporary detour or construction staging will be required.
3. Construction staking will be provided by the contractor.
4. Site access and right-of-way entry will be provided by the COUNTY.
5. COUNTY will provide Title Reports.
6. Up to two iterations and revisions of the Plats and Legal Descriptions are included within the scope of this proposal.
7. Bank protection will be rock riprap with filter fabric and plans and specifications if required will be provided by others.
8. Final PS&E will be delivered prior to the end of 2026 per the attached project delivery schedule. Delays in the project schedule resulting due to issues outside of CONSULTANT's control may require additional fee.

EXHIBIT B – SCOPE OF OPTIONAL SERVICES
TULARE COUNTY RESOURCE MANAGEMENT AGENCY
Avenue 176 at Road 276 Culvert Replacement Project

Request for Proposal

October 18, 2024

OPTIONAL TASK 1 – ASSISTANCE DURING BIDDING

The COUNTY will advertise the project for bidding and distribute the plans to prospective bidders. The COUNTY's project coordinator will be the designated person to receive contractor inquiries. The CONSULTANT will assist the COUNTY as requested during bidding. The work may include answering questions, providing consultation and interpretation of the construction documents, assisting the COUNTY in preparation of addenda to the PS&E during the advertisement period, and assisting the COUNTY in the evaluation of the bids received.

OPTIONAL TASK 2 – ENVIRONMENTAL DOCUMENTATION (NEPA & CEQA)

2.1 Environmental Documentation

2.1.1 California Environmental Quality Act (CEQA)

CONSULTANT assumes that a Statutory Exemption for Emergency Projects is the appropriate document under CEQA Guidelines 15269.

- Prepare a Statutory Notice of Exemption Form utilizing 15269 (a) and (b) of the CEQA Guidelines 2024 for Emergency Projects, for the County to approve and file.
- Document will be filed by the County with State Clearinghouse and County Clerk's Office.

2.1.2 Natural Environmental Protection Agency (NEPA)

It is anticipated that a Categorical Exclusion is the appropriate NEPA document required by FEMA. Depending on FEMA approvals for consultant assistance, CONSULTANT has budgeted approximately \$10,000 to assist the County and FEMA in processing the information for a NEPA Categorical Exclusion compliance. If a more robust effort beyond an Exclusion is requested by FEMA, CONSULTANT can provide an additional scope and fee to address FEMA's requests, and mitigation measures where appropriate. The NES will include a discussion of how the project will comply with the federal laws, acts, and Executive Orders.

2.1.2.1 Assistance with Native American Consultation

Although AB 52 is not required under a CEQA Statutory Exemption, FEMA is required to reach out to tribes and notify them of the upcoming project and to meet the Native American Heritage Commission (NAHC) Section 106 requirements. Therefore, at the request of the County and FEMA lead agencies, CONSULTANT can provide the following assistance: obtain the results of a Sacred Lands File Search (SLF) from the and provide/send initial Section 106 contact letters to tribes designated for contact and compile administrative record(s) of any responses.

OPTIONAL TASK 3 – PREPARE STATE & FEDERAL PERMIT APPLICATIONS

3.1 Prepare State and Federal Permit Applications

Based on a preliminary review of historic aerial imagery and topo maps, the culvert appears to be placed in an ephemeral feature that collects overland runoff. As of September 2023, the USACE no longer takes jurisdiction over ephemeral or intermittent features; as such, the culvert would not be considered Waters of the United States. All surface waters are subject to the jurisdiction of the Regional Water Quality Control Board; a Waste Discharge Requirement will be required for the project. The feature may also be subject to the jurisdiction of the California Department of Fish and Wildlife under the 1602 Lake and Streambed Alteration Program. The unnamed water is outside of the Central Valley Flood Protection Board jurisdiction and will not be required.

CONSULTANT will maximize use of existing data, reports, and other relevant information and will overlap tasks where feasible to aid in streamlining deliverables.

Agency review timelines are outside our control. CONSULTANT will communicate early and regularly with agency staff to ensure that agency staff are well versed in the project activities and that permit documents are reviewed in a timely manner. CONSULTANT has held long-term relationships with agency staff and will use those relationships and known expectations to keep the overall project moving forward and obtain executed permits. If during consultation with the permitting agencies it is determined that additional NWP's will be required, CONSULTANT will provide an additional scope and fee to complete the required permitting documentation.

CONSULTANT will notify agency staff of the project through an initial consultation meeting and maintain an open and regular line of communication with all key agency project staff members to keep the permitting process moving forward to obtain Project permits in a timely manner.

- **California Department of Fish and Wildlife:** Lake or Streambed Alteration Agreement
- **Regional Water Quality Control Board:** Waste Discharge Requirement Permit
- **SJVAPCD Permits:** Although not anticipated CONSULTANT will coordinate with SJVAPCD once the air quality analysis is complete to determine there is a need for any air permits. If an permit is required, CONSULTANT will assist the project team with preparing and submitting the permit

3.1.1 California Department of Fish and Wildlife (CDFW) Lake or Streambed Alteration Agreement

Once the design is finalized and the Biological Assessment Report has been approved by the County, CONSULTANT will prepare a single Emergency Project Notification of Lake or Streambed Alteration package for submittal to CDFW electronically through the Environmental Permit Information Management System (EPIMS).

Based on our experience with the CDFW Region 4 office, we anticipate at least one round of questions/comments on Project specifics. CONSULTANT will be available to promptly respond to any questions from the CDFW. Any requested additional information will be provided to the County for review prior to submittal through EPIMS. Please note that the County will need to have an EPIMS account and will need to request approval from the CDFW to associate CONSULTANT with that account. CONSULTANT will guide the County through the process as needed.

3.1.2 Regional Water Quality Control Board (RWQCB) Waste Discharge Requirement (WDR)

Because the unnamed water is not considered a water of the United States, a RWQCB 401 Certification cannot be obtained. Instead, an Emergency WDR will be required for waters of the State, in lieu of the certification process. CONSULTANT will prepare a WDR permit package to meet the regulatory requirements with waters of the State under General Order No. 2023-0058-DWQ updated in 2023. CONSULTANT will submit the permit package for County review and comment, revise as requested, and submit the application package to the Central Valley RWQCB. The Project meets the definition of emergency projects as outlined below:

"The State Water Resources Control Board (SWRCB) issues Emergency Waste Discharge Requirements (WDR) permits to authorize the discharge of dredged or fill material into state waters during emergencies. These emergencies are defined by the California Environmental Quality Act (CEQA) or when CEQA is suspended by the California Emergency Services Act. The permits also allow for the placement of temporary or permanent structures and work in state waters for emergency repair or protection activities."

OPTIONAL TASK 4 – ENVIRONMENTAL MONITORING & DESIGN SUPPORT DURING CONSTRUCTION

CONSULTANT will support the COUNTY by performing the following items during construction:

- Answer questions and respond to RFI's as requested by the COUNTY.
- Perform rebar and barrier rail shop drawing review
- Provide environmental monitoring services (including all revegetation and/or environmental mitigation measures)

Due to the unpredictability of construction support services, hours have been allocated to approximate the anticipated amount of work. If additional hours are required above the amount allocated, the COUNTY will be informed and the remaining hours will be billed on a time and material basis.

In response to the RFP, CONSULTANT is including a fee for construction monitoring; however, it is unknown at this time what specific biological and cultural resources construction monitoring may be needed. For the purposes of this cost estimate, CONSULTANT assumes permit approvals will require pre-construction biological surveys, worker environmental awareness training (WEAP), and biological monitoring during construction. Specifically, CONSULTANT will provide the following:

- **WEAP:** Project WEAP training to construction staff prior to the beginning of onsite work and tailored to the results of the Biological and Cultural Resources Report findings. CONSULTANT will provide a WEAP training including handout materials to inform project managers and construction workers about the Project's regulatory compliance requirements and responsibilities in conserving environmental resources. CONSULTANT will record the training so that the County can use the information throughout the duration of construction as needed.
- **Biological Pre-Construction Survey:** Regulatory permits require that surveys for sensitive biological resources be conducted prior to the start of construction, so that measures for their protection can be put in place. CONSULTANT will conduct a pre-construction survey for a variety of special status plant and wildlife species, nesting birds and raptors, roosting bats, and other resources. Surveys are conducted according to accepted protocols, as appropriate. If sensitive resources are found on site, CONSULTANT will provide species protective measures such as disturbance-free buffer areas around the resource. Information will be provided in a brief letter memo summarizing the results and recommendations for continued compliance.
- **Biological Construction Monitoring:** Monitoring will be performed with the assumption that ground disturbing activities will not be required for more than 50 days. Construction monitoring services will ensure that conditions of project authorization related to federal, state, and local environmental laws and regulations are properly implemented. Monitoring will include one field biologist onsite during ground disturbing activities. CONSULTANT will maintain a monitoring log outlining the finding and avoidance protocols at the end of each day. At the end of ground-disturbing activities CONSULTANT will provide a Monitoring Summary Report and include the monitoring log as an attachment to meet agency compliance with project permits and mitigation measures. \$1,700 a day for one biologist.

OPTIONAL TASK 5 – PROJECT COORDINATION

5.1 Project Coordination

This task includes assisting the COUNTY with coordination with affected regulatory agencies and project stakeholders.

5.1.1 Assistance with Regulatory Agency and Stakeholder Coordination

CONSULTANT will coordinate with the following agencies and stakeholders:

- Regional Water Quality Control Board (RWQCB)
- California Department of Fish and Wildlife (CDFW)
- Nearby residents

5.1.2 Assistance with FEMA Coordination

CONSULTANT will assist the COUNTY in the preparation of the paperwork necessary to comply with the requirements of the FEMA Emergency Repair process.

Exhibit B
Contractor's Cost Proposal

EXHIBIT B
Tulare County Resource Management Agency
Avenue 176 at Road 276 Culvert Replacement Project
Fee Proposal Summary
October 18, 2024

FEE SUMMARY - BASIC SERVICES									
	CORNERSTONE STRUCTURAL ENGINEERING GROUP	Dewberry Roadway & Utilities	ESP Surveyors Surveying	Blackburn Consulting Geotechnical Engineering	Avila & Associates Hydrology & Hydraulics	LSA Associates Environmental & Permitting	TOTAL FEE	PERCENT OF TOTAL FEE	CUMULATIVE PERCENT
DESIGN SERVICES	\$ 99,547	\$ -	\$ -	\$ -	\$ -	\$ 57,902	\$ 157,449		
PHASE 1 - PROJECT INITIATION, TECHNICAL STUDIES, & TYPE SELECTION	\$ 19,438	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 19,438	12%	12%
PHASE 2 - PROJECT APPROVAL/ENVIRONMENTAL DOCUMENT (PAVED)	\$ 20,184	\$ -	\$ -	\$ -	\$ -	\$ 57,902	\$ 78,086	50%	62%
PHASE 3 - FINAL DESIGN	\$ 59,925	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 59,925	38%	100%
							\$ 157,400		

FEE SUMMARY - OPTIONAL SERVICES									
	CORNERSTONE STRUCTURAL ENGINEERING GROUP	Dewberry Roadway & Utilities	ESP Surveyors Surveying	Blackburn Consulting Geotechnical Engineering	Avila & Associates Hydrology & Hydraulics	LSA Associates Environmental & Permitting	TOTAL FEE	PERCENT OF TOTAL FEE	CUMULATIVE PERCENT
DESIGN SERVICES	\$ 27,067	\$ -	\$ -	\$ -	\$ -	\$ 40,200	\$ 67,267		
OPTIONAL TASK 1 - ASSISTANCE DURING BIDDING	\$ 4,582	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 4,582	3%	3%
OPTIONAL TASK 2 - ENVIRONMENTAL DOCUMENTATION (CEQA & NEPA)	\$ 2,291	\$ -	\$ -	\$ -	\$ -	\$ 12,500	\$ 14,791	9%	12%
OPTIONAL TASK 3 - PREPARE STATE & FEDERAL PERMIT APPLICATIONS	\$ 8,658	\$ -	\$ -	\$ -	\$ -	\$ 21,900	\$ 30,556	19%	32%
OPTIONAL TASK 4 - ENVIRONMENTAL MONITORING & DESIGN SUPPORT DURING CONSTR.	\$ 5,940	\$ -	\$ -	\$ -	\$ -	\$ 5,800	\$ 11,740	7%	39%
OPTIONAL TASK 5 - PROJECT COORDINATION	\$ 5,597	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 5,597	4%	43%
							\$ 67,200		

October 18, 2024

• SEE SCOPE OF WORK FOR ASSUMPTIONS

EXHIBIT B
Tulare County Resource Management Agency
Avenue 176 at Road 276 Culvert Replacement Project
Phase 2 - Project Approval/Environmental Document (PA/ED)
 October 18, 2024

TASK	Cornerstone Structural Engineering Group										Total Dollars	Total Hours	Devberry Roadway & Utilities	ESP Surveyors Surveying	Blackburn Consulting Geotechnical Engineering	Avila & Associates Hydrology & Hydraulics	LSA Associates Environmental & Permitting	Total Fee
	S. Cullers Principal-in-Charge	N. Zamano Project Manager	D. Pagundes Project Engineer	Structural Designer	M. Weaver OC/QA Manager	OC/QA Engineer	Design Team											
PROJECT MANAGEMENT	2.00	\$284.50	\$233.21	\$169.77	\$176.06	\$219.21	\$147.00	\$6.00	7.737	-	-	-	-	-	-	-	13,474	\$1,434
0.1 Monitor Work Plans	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
0.2 Project Meetings	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
0.2.1 Kick-Off Meeting/Job Investigation	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
0.2.2 Project Progress Meetings	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
0.3 Project Delivery Schedule	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
0.3.1 Project Delivery Schedule	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
0.4 Quality Control / Quality Assurance (OC/QA)	2.00	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
PHASE 2 - PROJECT APPROVAL/ENVIRONMENTAL DOCUMENT (PA/ED)	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
2.1 Environmental Studies and Consultation with Regulatory Agencies	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
2.1.1 Project Description	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
2.1.2 Technical Studies	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
2.1.2.1 Air Quality and Greenhouse Gas Emissions Analysis	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
2.1.2.2 Biological Assessment	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
2.1.2.3 Cultural Resources Study	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
2.1.2.4 Water Quality Analysis	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
REIMBURSABLES	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Allowance for Salary Increases	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Travel/Meals/Printing & Shipping/Driver Expenses	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Hand Sampling Equipment	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Outside Laboratory Analysis	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Records Search	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
TOTALS	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
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EXHIBIT B
Tulare County Resource Management Agency
Avenue 176 at Road 276 Culvert Replacement Project
Phase 3 - Final Design
October 18, 2024

TASK	Cornerstone Structural Engineering Group												Total Dollars	Dewberry Roadway & Utilities	ESF Surveyors Surveying	Blackburn Consulting Geotechnical Engineering	Avila & Associates Hydrology & Hydraulics	LSA Associates Environmental & Permitting	Total Fee	
	Design Team			QC/QA Team			Total Hours	Total	Dewberry Roadway & Utilities	ESF Surveyors Surveying	Blackburn Consulting Geotechnical Engineering	Avila & Associates Hydrology & Hydraulics								LSA Associates Environmental & Permitting
	S. Calles Principal/Charge	N. Zermeno Project Manager	D. Fagnones Project Engineer	Structural Designer	QC/QA Manager	QC/QA Team														
PROJECT MANAGEMENT																				
0.1	2.00	18.00	23.21	\$169.77	\$126.86	\$219.21	\$117.00													
0.2	-	4.00	-	-	-	-	-	30.00	6,464	933	-	-	-	-	-	-	-	6,464		
0.2.1	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-		
0.2.2	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-		
0.3	-	4.00	8.00	-	-	-	-	12.00	2,291	-	-	-	-	-	-	-	-	2,291		
0.3.1	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-		
0.4	2.00	2.00	2.00	2.00	-	-	-	4.00	606	-	-	-	-	-	-	-	-	606		
0.4.1	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-		
PHASE 3 - FINAL DESIGN																				
3.1	2.00	36.00	125.00	100.00	100.00	24.00	24.00	302.00	52,961	-	-	-	-	-	-	-	-	52,961		
3.1.1	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-		
3.1.1.1	-	15.00	40.00	80.00	-	-	-	135.00	20,671	-	-	-	-	-	-	-	-	20,671		
3.1.1.2	-	2.00	12.00	12.00	-	-	-	26.00	2,504	-	-	-	-	-	-	-	-	2,504		
3.1.1.3	-	6.00	16.00	20.00	-	-	-	42.00	4,116	-	-	-	-	-	-	-	-	4,116		
3.1.2	-	2.00	4.00	8.00	-	-	-	14.00	3,163	-	-	-	-	-	-	-	-	3,163		
3.1.2.1	-	2.00	2.00	8.00	-	-	-	12.00	1,825	-	-	-	-	-	-	-	-	1,825		
3.1.2.2	-	2.00	2.00	8.00	-	-	-	12.00	1,825	-	-	-	-	-	-	-	-	1,825		
3.1.3	-	2.00	2.00	8.00	-	-	-	12.00	1,825	-	-	-	-	-	-	-	-	1,825		
3.1.3.1	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-		
3.1.4	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-		
Allowance for Salary Increases																				
REIMBURSABLES																				
Travel/Meals/Printing & Shipping/Direct Expense	-	-	-	-	-	-	-	-	3,421	-	-	-	-	-	-	-	-	3,421		
Drilling Subcontractor	-	-	-	-	-	-	-	-	500	-	-	-	-	-	-	-	-	500		
Per-House Laboratory Testing	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-		
Outside Laboratory Testing	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-		
TOTALS \$ 59,925 \$ - \$ - \$ - \$ 53,925																				

* SEE SCOPE OF WORK FOR ASSUMPTIONS

TOTAL FEE FOR PHASE 3 \$ 59,925

Exhibit 10-H

Page 1 of 2

Actual Cost-Plus-Fixed Fee or lump sum (Firm Fixed Price) contracts
Avenue 176 at Road 276 Culvert Replacement Project

Consultant Cornerstone Structural Engineering Group Contract No. _____ Date 10/18/2024

DIRECT LABOR

Classification/Title	Name	Hours	Range	Initial Hourly Rate	Total
Principal	S. Cullers	8.00	\$85 - \$105	\$ 87.98	\$ 703.84
Project Manager	N. Zermenio	180.00	\$70 - \$90	\$ 72.12	\$ 12,981.60
Project Engineer	D. Fagundes	322.00	\$50 - \$70	\$ 52.50	\$ 16,905.00
Structural Designer		104.00	\$35 - \$55	\$ 39.23	\$ 4,079.92
QC/QA Manager	M. Weaver	12.00	\$65 - \$85	\$ 67.79	\$ 813.48
QC/QA Engineer		24.00	\$40 - \$60	\$ 45.46	\$ 1,091.04

650.00

LABOR COSTS

a) Subtotal Direct Labor Costs	\$ 36,574.88
b) Anticipated Salary Increases	\$ 2,121.34

c) Total Direct Labor Costs [(a) + (b)] \$ 38,696.22

FRINGE BENEFITS

d) Fringe Benefits %	103.13%	e) Total Fringe Benefits [(c) x (d)]	<u>\$ 39,907.41</u>
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INDIRECT COSTS

f) Overhead%	48.51%	g) Overhead [(c) x (f)]	\$ 18,771.54
h) General and Administrative%	41.56%	i) Gen & Admin [(c) x (h)]	\$ 16,082.15

j) Total Indirect Costs [(g) + (i)] \$ 34,853.69

FIXED FEE (Profit)

n) (Rate: 10%)	k) TOTAL PROFIT [(c) + (e) + (j)] x (q)	<u>\$ 11,345.73</u>
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OTHER DIRECT COSTS (ODC)

l) Travel/Mileage Costs (supported by consultant actual costs)	\$ 2,668.00
m) Equipment Rental and Supplies (itemize)	\$ -
n) Permit Fees (itemize), Plan sheets (each), Test Holes (each), etc.	\$ -
o) Subconsultant Costs (attach detailed cost proposal in same format as prime consultant estimate for each subconsultant)	\$ 98,102.00

p) Total Other Direct Costs [(l) + (m) + (n) + (o)] \$ 100,770.00

TOTAL COST [(c) + (e) + (j) + (k) + (p)] \$ 225,600

NOTES:

- Employees subject to prevailing wage requirements to be marked with an *.
- ODC items should be based on actual costs and supported by historical data and other documentation.
- ODC items that would be considered "tools of the trade" are not reimbursable.
- ODC items should be consistently billed directly to all clients, not just when client will pay for them as a direct cost.
- ODC items when incurred for the same purpose, in like circumstances, should not be included in any indirect cost pool or in overhead rate.
- Travel related costs should be pre-approved by the contracting agency. The rates should not exceed the State Department of Personnel Administration (DPA) requirements.

Exhibit 10-H

Page 2 of 2

Actual Cost-Plus-Fixed Fee or Lump Sum (Firm Fixed Price) Contracts

Avenue 176 at Road 276 Culvert Replacement Project

Consultant Cornerstone Structural Engineering Group Contract No. _____ Date 10/18/2024

1. Calculate average hourly rate for 1st year of the contract (Direct Labor Subtotal divided by total hours)

Direct Labor Subtotal per Cost Proposal	Total Hours per Cost Proposal	Avg Hourly Rate	3 Year Contract Duration
\$ 36,574.88 /	650.00 =	\$56.27	Year 1 Avg Hourly Rate

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

	Avg Hourly Rate	Proposed Escalation		
Year 1	\$56.27	+	5%	= \$59.08 Year 2 Avg Hourly Rate
Year 2	\$59.08	+	5%	= \$62.04 Year 3 Avg Hourly Rate
Year 3	\$62.04	+	5%	= \$65.14 Year 4 Avg Hourly Rate

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

	Estimated % Completed Each Year	Total Hours per Cost Proposal	Total Hours per Year	
Year 1	5%	*	650	= 33 Estimated Hours Year 1
Year 2	75%	*	650	= 488 Estimated Hours Year 2
Year 3	20%	*	650	= 130 Estimated Hours Year 3
Year 4	0%	*	650	= 0 Estimated Hours Year 4
Total	100%			= 650

4. Calculate Total Costs including Escalation (multiply average hourly rate by the number of hours)

	Avg Hourly Rate (calculated above)	Estimated hours (calculated above)	Cost per Year	
Year 1	\$56.27	*	33	= \$ 1,828.74 Estimated Hours Year 1
Year 2	\$59.08	*	488	= \$ 28,802.72 Estimated Hours Year 2
Year 3	\$62.04	*	130	= \$ 8,064.76 Estimated Hours Year 3
Year 4	\$65.14	*	0	= \$ - Estimated Hours Year 4
Total Direct Labor Cost with Escalation			= \$ 38,696.22	
Direct Labor Subtotal before escalation			= \$ 36,574.88	
Estimated total of Direct Labor Salary Increase			= \$ 2,121.34	Transfer to Page 1

NOTES:

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

Exhibit 10-H1

Page 3 of 3

Consultant Cornerstone Structural Engineering Group
Project No. _____ Contract No. _____
Project Name: Avenue 176 at Road 276 Culvert Replacement Project

Date 8/2/2024

Certification of Direct Costs:

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

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

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

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

Prime Consultant or Subconsultant Certifying:

Name: Shawn M. Cullers Title*: President
Signature: _____ Date of Certification (mm/dd/yyyy): 10/3/2024
Email: scullers@cseg.com Phone Number: 559-320-3200
Address: 986 W. Alluvial Avenue, Suite 201 Fresno CA 93711

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

List Services the consultant is providing under the proposed contract:

See scope of work dated 8/2/2024.

EXHIBIT B
Tulare County Resource Management Agency
Avenue 176 at Road 276 Culvert Replacement Project
Optional Services
 October 18, 2024

TASK	Concessions Structural Engineering Group										Total Dollars	Total Hours	Dewberry Roadway & Utilities	ESP Surveyors Surveying	Blackburn Consulting Engineering	Avila & Associates Hydraulics	LSA Associates Environmental Permitting	Total Fee
	Design Team					O.C.O.A. Team												
	S. Cules Principal-in-Charge	N. Zernino Project Manager	D. Fagundes Project Engineer	Structural Designer	M. Warner O.C.O.A. Manager	O.C.O.A. Engineer												
	\$344,500	\$233,231	\$169,377	\$126,656	\$759,231	\$142,000												
OPTIONAL TASK 1 - ASSISTANCE DURING BIDDING																		
1.1 Assistance During Bidding	-	8.00	16.00	-	-	-				24.00	4,982	-	-	-	-	-	-	4,982
OPTIONAL TASK 2 - ENVIRONMENTAL DOCUMENTATION (CEQA & NEPA)																		
2.1 Environmental Documentation (NEPA & CEQA)	-	4.00	8.00	-	-	-				12.00	2,291	-	-	-	-	-	-	14,791
2.2 NEPA	-	2.00	4.00	-	-	-				6.00	1,148	-	-	-	-	-	-	3,546
2.2.1 California Environmental Protection Act (CEQA)	-	2.00	4.00	-	-	-				6.00	1,148	-	-	-	-	-	-	11,148
2.2.2 Natural Environment Protection Act (NEPA)	-	-	-	-	-	-				-	-	-	-	-	-	-	-	-
OPTIONAL TASK 3 - PREPARE STATE & FEDERAL PERMIT APPLICATIONS																		
3.1 Prepare State and Federal Permit Applications	-	8.00	40.00	-	-	-				48.00	8,656	-	-	-	-	-	-	30,556
3.1.1 Prepare State and Federal Permit Applications	-	8.00	40.00	-	-	-				48.00	8,656	-	-	-	-	-	-	10,356
3.1.2 RWQCB Waste Discharge Requirement	-	-	-	-	-	-				-	-	-	-	-	-	-	-	8,500
OPTIONAL TASK 4 - ENVIRONMENTAL MONITORING & DESIGN SUPPORT DURING CONSTR.																		
4.1 Environmental Monitoring & Design Support During Construction	-	8.00	24.00	-	-	-				32.00	5,940	-	-	-	-	-	-	11,740
4.1.1 Environmental Monitoring	-	8.00	24.00	-	-	-				32.00	5,940	-	-	-	-	-	-	11,740
4.1.2 Environmental Monitoring	-	-	-	-	-	-				-	-	-	-	-	-	-	-	-
Reimbursable	-	-	-	-	-	-				-	-	-	-	-	-	-	-	-
Allowance for Salary Increases	-	-	-	-	-	-				-	-	-	-	-	-	-	-	-
OPTIONAL TASK 5 - PROJECT COORDINATION																		
5.1 Project Coordination	-	24.00	-	-	-	-				24.00	5,597	-	-	-	-	-	-	5,597
5.1.1 Project Coordination	-	24.00	-	-	-	-				24.00	5,597	-	-	-	-	-	-	5,597
5.1.2 Project Coordination	-	-	-	-	-	-				-	-	-	-	-	-	-	-	-
5.2 Assistance with FEMA Coordination	-	8.00	-	-	-	-				8.00	1,863	-	-	-	-	-	-	1,863
5.2.1 Assistance with FEMA Coordination	-	8.00	-	-	-	-				8.00	1,863	-	-	-	-	-	-	1,863
5.2.2 Assistance with FEMA Coordination	-	-	-	-	-	-				-	-	-	-	-	-	-	-	-
Reimbursable	-	-	-	-	-	-				-	-	-	-	-	-	-	-	-
Allowance for Salary Increases	-	-	-	-	-	-				-	-	-	-	-	-	-	-	-

* SEE SCOPE OF WORK FOR ASSUMPTIONS

Exhibit C
Insurance Requirements

PROFESSIONAL SERVICES CONTRACTS

INSURANCE REQUIREMENTS

CONTRACTOR shall provide and maintain insurance for the duration of this Agreement against claims for injuries to persons and damage to property which may arise from, or in connection with, performance under the Agreement by the CONTRACTOR, his agents, representatives, employees and subcontractors, if applicable.

A. Minimum Scope & Limits of Insurance

1. Coverage at least as broad as Commercial General Liability, insurance Services Office Commercial General Liability coverage occurrence form GC 00 01, with limits no less than \$3,000,000 per occurrence including products and completed operations, property damage, bodily injury and personal & advertising injury. 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. Insurance Services Office Form Number CA 00 01 covering Automobile Liability of \$1,000,000 per occurrence including any auto or, if the CONTRACTOR has no owned autos, hired and non-owned auto coverage. If an annual aggregate applies it must be no less than \$2,000,000.
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 appropriate to the CONTRACTOR's profession, with limit no less than \$3,000,000 per occurrence or claim, \$3,000,000 aggregate.

B. Specific Provisions of the Certificate

1. If the required insurance is written on a claims made form, the retroactive date must be before the date of the contract or the beginning of the contract work and must be maintained and evidence of insurance must be provided for at least five (5) years after completion of the contract work.
2. CONTRACTOR must submit endorsements to the General Liability reflecting the following provisions:
 - a. *The COUNTY, its officers, agents, officials, employees and volunteers are to be covered as additional insureds as respects; liability arising out of work or operations performed by or on behalf of the CONTRACTOR including material, parts, or equipment furnished in connection with such work or operations.*
 - b. *For any claims related to this project, the CONTRACTOR's insurance coverage shall be primary insurance as respects the COUNTY, its officers, agents, officials, employees and volunteers. Any insurance or self-insurance maintained by the COUNTY, its officers, agents, officials, employees or volunteers shall be excess of the CONTRACTOR's insurance and shall not contribute with it.*
 - c. *CONTRACTOR hereby grants to COUNTY a waiver of any right to subrogation which any insurer of CONTRACTOR may acquire against the county by virtue of the payment of any loss under such insurance. CONTRACTOR agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the COUNTY has received a waiver of subrogation endorsement from the insurer.*

- d. Each insurance policy required by this agreement shall be endorsed to state that coverage shall not be canceled by either party, except after written notice has been provided to the County.*
3. The Workers' Compensation policy shall be endorsed with a waiver of subrogation in favor of the COUNTY for all work performed by the CONTRACTOR, its employees, agents and subcontractors. CONTRACTOR waives all rights against the COUNTY and its officers, agents, officials, employees and volunteers for recovery of damages to the extent these damages are covered by the workers compensation and employers liability.
- C. Deductibles and Self-Insured Retentions
Deductibles and Self-insured retentions must be declared and any deductible or self-insured retention that exceeds \$100,000 will be reviewed by the COUNTY Risk Manager for approval.
- D. Acceptability of Insurance
Insurance must be placed with insurers with a current rating given by A.M. Best and Company of no less than A-VII and a Standard & Poor's Rating (if rated) of at least BBB and from a company approved by the Department of Insurance to conduct business in California. Any waiver of these standards is subject to approval by the County Risk Manager.
- E. Verification of Coverage
Prior to approval of this Agreement by the COUNTY, the CONTRACTOR shall file with the submitting department, certificates of insurance with original endorsements effecting coverage in a form acceptable to the COUNTY. Endorsements must be signed by persons authorized to bind coverage on behalf of the insurer. The COUNTY reserves the right to require certified copies of all required insurance policies at any time.

Exhibit D
Revised County General
Agreement Terms and Conditions

**COUNTY OF TULARE'S
GENERAL AGREEMENT TERMS AND CONDITIONS
(Form revision approved as of 01/01/2021)**

1. PAYMENT DOES NOT IMPLY ACCEPTANCE OF WORK:

CONTRACTOR is not entitled to any payments from COUNTY until the County Department for which services are provided under the Agreement approves services, including any furnished deliverables, as satisfying all of the requirements of this Agreement. Payments to CONTRACTOR by COUNTY shall not excuse CONTRACTOR from its obligation to replace unsatisfactory deliverables, including equipment, components, materials, or services even if the unsatisfactory character of such deliverables, equipment, components, materials, or services may not have been apparent or detected at the time such payment was made. Deliverables, equipment, components, materials and services that do not conform to the requirements of this Agreement may be rejected by COUNTY and in such case must be replaced by CONTRACTOR without delay and at no cost to the COUNTY.

2. DISALLOWANCE: If CONTRACTOR requests or receives payment from COUNTY for services hereunder, reimbursement for which is later disallowed by the State of California or United States Government, CONTRACTOR shall promptly refund the disallowed amount to COUNTY upon COUNTY'S request. At its option, COUNTY may offset the amount disallowed from any payment due or to become due to CONTRACTOR under this Agreement or any other Agreement between CONTRACTOR and COUNTY. CONTRACTOR'S obligations under this section 2 will survive the expiration or termination of this Agreement.

3. LIABILITY OF COUNTY: COUNTY'S payment obligations under this Agreement shall be limited to the payment of the compensation provided for in section 3, "PAYMENT FOR SERVICES," of this Agreement. Notwithstanding any other provision of this Agreement, in no event shall COUNTY be liable, regardless of whether any claim is based on contract or tort, for any special, consequential, indirect or incidental damages, including, but not limited to, lost profits, arising out of or in connection with this Agreement or the services performed in connection with this Agreement.

4. QUALIFIED PERSONNEL: CONTRACTOR shall utilize only competent personnel under the supervision of, and in the employment of, CONTRACTOR (or CONTRACTOR'S

authorized subcontractors) to perform the services. CONTRACTOR will comply with COUNTY'S reasonable requests regarding assignment and/or removal of personnel, but all personnel, including those assigned at COUNTY'S request, must be supervised by CONTRACTOR. CONTRACTOR shall commit adequate resources to allow timely completion within the project schedule specified in this Agreement.

5. INDEPENDENT CONTRACTOR STATUS: The Parties enter into this Agreement with the express understanding that CONTRACTOR will perform all services required under this Agreement as an independent contractor. The Parties agree that the CONTRACTOR and any of its agents, employees, or officers cannot be considered agents, employees, or officers of COUNTY.

CONTRACTOR agrees to advise everyone it assigns or hires to perform any duty under this Agreement that they are not employees of COUNTY. Subject to any performance criteria contained in this Agreement, CONTRACTOR will be solely responsible for determining the means and methods of performing the specified services and COUNTY will have no right to control or exercise any supervision over CONTRACTOR as to how the CONTRACTOR will perform the services. As CONTRACTOR is not COUNTY'S employee, CONTRACTOR is responsible for paying all required state and federal taxes. In particular, COUNTY will not:

- (a) Withhold FICA (Social Security) from CONTRACTOR'S payments.
- (b) Make state or federal unemployment insurance contributions on CONTRACTOR'S behalf.
- (c) Withhold state or federal income tax from payments to CONTRACTOR.
- (d) Make disability insurance contributions on behalf of CONTRACTOR.
- (e) Obtain unemployment compensation insurance on behalf of CONTRACTOR.

Notwithstanding this independent contractor relationship, COUNTY will have the right to monitor and evaluate the performance of CONTRACTOR to assure compliance with this Agreement.

6. COMPLIANCE WITH LAW: CONTRACTOR must provide services in accordance with applicable Federal, State, and local laws, regulations and directives. With respect to CONTRACTOR'S employees, CONTRACTOR must comply with all laws and regulations pertaining to wages and

**COUNTY OF TULARE'S
GENERAL AGREEMENT TERMS AND CONDITIONS
(Form revision approved as of 01/01/2021)**

hours, state and federal income tax, unemployment insurance, Social Security, disability insurance, workers' compensation insurance, and discrimination in employment.

7. LICENSES AND PERMITS: CONTRACTOR represents and warrants that it possesses and will maintain during the term of this Agreement all licenses and permits required for its performance of the services required under this Agreement.

8. GOVERNING LAW: The laws of the State of California, without reference to California conflict of laws principles, govern this Agreement and its interpretation. The Parties agree that this Agreement is made in and will be performed in Tulare County, California.

9. RECORDS AND AUDIT: CONTRACTOR must maintain complete and accurate records with respect to the services rendered and the costs incurred under this Agreement. In addition, CONTRACTOR must maintain complete and accurate records with respect to any payments to employees or subcontractors. All of the records must be prepared in accordance with generally accepted accounting procedures, must be clearly identified, and must be kept readily accessible. Upon request, CONTRACTOR must make the records available within Tulare County to the Auditor of Tulare County and to his or her agents and representatives, for the purpose of auditing and/or copying the records for a period of five (5) years from the date of final payment under this Agreement.

10. CONFLICTS OF INTEREST:

(a) At all times during the performance of this Agreement, CONTRACTOR must comply with the law of the State of California regarding conflicts of interests and appearance of conflicts of interests, including, but not limited to, Government Code Section 1090 et seq., and the Political Reform Act, Government Code Section 81000 et seq. and regulations promulgated by the California Fair Political Practices Commission. The statutes, regulations and laws previously referenced include, but are not limited to, prohibitions against any public officer or employee, including CONTRACTOR for this purpose, from making any decision on behalf

of COUNTY in which the officer, employee or consultant/contractor has a direct or indirect financial interest. A violation can occur if the public officer, employee or consultant/contractor participates in or influences any COUNTY decision that has the potential to confer any pecuniary benefit on CONTRACTOR or any business firm in which CONTRACTOR has an interest, with certain narrow exceptions.

(b) CONTRACTOR agrees that if any facts come to its attention that raise any questions as to the applicability of conflicts of interest laws, then it will immediately inform COUNTY and provide all information needed for resolution of this question.

11. INSURANCE: The attached **Exhibit C** outlines the minimum scope, specifications, and limits of insurance required under this Agreement. Additional insured endorsements required as outlined in **Exhibit C** cannot be used to reduce limits available to COUNTY as an additional insured from CONTRACTOR'S full policy limits. Insurance policies cannot be used to limit liability or to limit the indemnification provisions and requirements of this Agreement or act in any way to reduce the policy coverage and limits available from the insurer(s). If CONTRACTOR fails to maintain or renew coverage, or to provide evidence of renewal, then COUNTY may consider that failure a material breach of this Agreement. COUNTY may also withhold any payment otherwise due to CONTRACTOR for failure to provide evidence of renewal until CONTRACTOR provides such evidence.

12. INDEMNIFICATION AND DEFENSE:

(a) To the fullest extent permitted by law, CONTRACTOR must indemnify, defend (at CONTRACTOR'S sole cost and expense and with legal counsel approved by COUNTY, which approval may not be unreasonably withheld), protect and hold harmless COUNTY, all subsidiaries, divisions and affiliated agencies of COUNTY, and all of their representatives, partners, designees, officers, directors, employees, consultants, agents, successors and assigns, (each, an "Indemnified Party" and collectively, the "Indemnified Parties"), from and against all claims (including, without limitation, claims for bodily injury, death or damage to property), demands, obligations, damages, actions, causes of action, suits, losses, judgments, fines, penalties, liabilities, costs and expenses (including, without limitation, attorneys' fees, disbursements and

**COUNTY OF TULARE'S
GENERAL AGREEMENT TERMS AND CONDITIONS
(Form revision approved as of 01/01/2021)**

court costs, and all other professional expert or consultants' fees and costs and COUNTY general and administrative expenses) of every kind and nature whatsoever (individually, a "Claim"; collectively, "Claims") which may arise out of, pertain to, or relate (directly or indirectly) to the negligence, recklessness, or misconduct of CONTRACTOR with respect to any work performed or services provided under this Agreement (including, without limitation, the negligent acts, errors and/or omissions of CONTRACTOR, its principals, officers, agents, employees, vendors, suppliers, consultants, sub-consultants, contractors, anyone employed directly or indirectly by any of them or for whose acts they may be liable or any or all of them). CONTRACTOR'S obligation to indemnify applies unless the liability was caused by the active negligence or willful misconduct of an Indemnified Party. If that liability is caused by the comparative active negligence or willful misconduct of an Indemnified Party, then CONTRACTOR'S indemnification obligation shall be reduced in proportion to the established comparative liability.

(b) The duty to defend is a separate and distinct obligation from CONTRACTOR'S duty to indemnify. CONTRACTOR shall be obligated to defend, in all legal, equitable, administrative, or special proceedings, the Indemnified Parties immediately upon tender to CONTRACTOR of the Claim in any form or at any stage of an action or proceeding, whether or not liability is established. Payment to CONTRACTOR by any Indemnified Party or the payment or advance of defense costs by any Indemnified Party cannot be a condition precedent to enforcing the Indemnified Party's rights to indemnification under this Agreement. The obligation to defend extends through final judgment, including exhaustion of any appeals. The defense obligation includes an obligation to provide independent defense counsel if CONTRACTOR asserts that liability is caused in whole or in part by the negligence or willful misconduct of an Indemnified Party. If liability was caused by the comparative active negligence or willful misconduct of an Indemnified Party, then CONTRACTOR may submit a claim to the COUNTY for reimbursement of reasonable attorneys' fees and defense costs in proportion to the comparative liability of the

Indemnified Party. CONTRACTOR'S indemnification obligations under this Agreement will survive the expiration or earlier termination of this Agreement until action against the Indemnified Parties for the matter indemnified is fully and finally barred by the applicable statute of limitations or statute of repose. CONTRACTOR'S liability for indemnification under this Agreement is in addition to any liability CONTRACTOR may have to COUNTY for a breach by CONTRACTOR of any of the provisions of this Agreement. Under no circumstances may the insurance requirements and limits set forth in this Agreement be construed to limit CONTRACTOR'S indemnification obligation or other liability under this Agreement. The terms of this Agreement are contractual and the result of negotiations between the Parties.

(c) CONTRACTOR must indemnify and hold COUNTY harmless from all loss and liability, including attorneys' fees, court costs and all other litigation expenses, for any infringement of the patent rights, copyright, trade secret or any other proprietary right or trademark, and all other intellectual property claims of any person or persons in consequence of the use by COUNTY, or any of its officers or agents, of articles or services to be supplied in the performance of this Agreement.

13. TERMINATION:

(a) **Without Cause:** COUNTY may terminate this Agreement without cause by giving thirty (30) days' prior written notice to CONTRACTOR of its intention to terminate under this provision, specifying the date of termination. COUNTY will pay to CONTRACTOR the compensation earned for work satisfactorily performed and not previously paid for to the date of termination. COUNTY will not pay lost anticipated profits or other economic loss. The payment of any compensation is subject to the restrictions on payment of compensation otherwise provided in this Agreement, and is conditioned upon receipt from CONTRACTOR of all plans, specifications and estimates, and other documents prepared by CONTRACTOR in accordance with this Agreement. COUNTY will not impose sanctions on CONTRACTOR under these circumstances.

(b) **With Cause:** Either Party may terminate this Agreement immediately, by written notice to the other Party, should the other Party:

(1) Be adjudged bankrupt, or

**COUNTY OF TULARE'S
GENERAL AGREEMENT TERMS AND CONDITIONS
(Form revision approved as of 01/01/2021)**

- (2) Become insolvent or have a receiver appointed, or
- (3) Make a general assignment for the benefit of creditors, or
- (4) Suffer any judgment that remains unsatisfied for 30 days, and that would substantively impair the ability of the judgment debtor to perform under this Agreement, or
- (5) Materially breach this Agreement.

In addition, COUNTY may terminate this Agreement based on:

- (6) Material misrepresentation, either by CONTRACTOR or anyone acting on CONTRACTOR'S behalf, as to any matter related in any way to COUNTY'S retention of CONTRACTOR, or
- (7) Other misconduct or circumstances that, in the sole discretion of COUNTY, either impairs the ability of CONTRACTOR to competently provide the services under this Agreement, or exposes COUNTY to an unreasonable risk of liability.

For any of the occurrences except item (5) above, termination may be effected upon written notice by the terminating Party specifying the date of the termination. If CONTRACTOR fails to perform according to the terms and conditions of this Agreement, then COUNTY may, in addition to any other remedy it may have, issue a declaration of default after 10 days written notice to CONTRACTOR.

Upon a material breach, the Agreement may be terminated after the failure of the defaulting Party to remedy the breach to the satisfaction of the non-defaulting Party within 5 days of written notice specifying the breach. If the breach is not remedied within that 5-day period, then the non-defaulting Party may terminate this Agreement on further written notice specifying the date of termination. If the nature of the breach is such that it cannot be cured within a 5-day period, then the defaulting Party may submit a written proposal within that period which sets forth a specific means to resolve the default. If the non-defaulting Party consents to that proposal in writing, which consent may not be unreasonably withheld, then the defaulting Party must immediately embark on its plan to cure the default or breach. If the default or breach is not cured within the time agreed, then the non-defaulting Party may terminate this Agreement

upon written notice specifying the date of termination.

COUNTY will pay to CONTRACTOR the compensation earned for work satisfactorily performed and not previously paid for to the date of termination. The payment of such compensation is subject to the restrictions on payment of compensation otherwise provided in this Agreement, and is conditioned upon receipt from CONTRACTOR of all plans, specifications and estimates, and other documents prepared by CONTRACTOR by the date of termination in accordance with this Agreement. COUNTY will not pay lost anticipated profits or other economic loss, nor will COUNTY pay compensation or make reimbursement to cure a breach arising out of or resulting from such termination. If COUNTY terminates this Agreement for cause and the expense of finishing CONTRACTOR'S scope of work exceeds the unpaid balance of the Agreement, then CONTRACTOR must pay the difference to COUNTY. COUNTY may impose sanctions under these circumstances, which may include possible rejection of future proposals based on specific causes of CONTRACTOR'S non-performance.

(c) **Effects of Termination:** Expiration or termination of this Agreement will not terminate any obligations to indemnify, to maintain and make available any records pertaining to the Agreement, to cooperate with any audit, to be subject to offset, or to make any reports of pre-termination contract activities. Where COUNTY terminates CONTRACTOR'S services, that termination will not affect any rights of COUNTY to recover damages against CONTRACTOR.

(d) **Suspension of Performance:** Independent of any right to terminate this Agreement, the authorized representative of the COUNTY department or agency for which CONTRACTOR'S services are to be performed, may immediately suspend performance by CONTRACTOR, in whole or in part, in response to health, safety or financial emergency, or a failure or refusal by CONTRACTOR to comply with the provisions of this Agreement, until such time as the cause for suspension is resolved, or a notice of termination becomes effective.

14. LOSS OF FUNDING: It is understood and agreed that if COUNTY'S funding is either discontinued or reduced for the services to be provided hereunder, then COUNTY will have the right to terminate this Agreement under section 13 (a)

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("Termination Without Cause") as of the end of the term for which funds are appropriated. Such termination shall be without penalty, liability, or expense to COUNTY of any kind, provided that COUNTY shall pay CONTRACTOR in accordance with section 13 (a) for services satisfactorily performed prior to the date of such termination and to the extent funds have been appropriated for such payment.

15. SUBMITTING FALSE CLAIMS; MONETARY PENALTIES: Under applicable federal and state law, if CONTRACTOR submits a false claim to COUNTY under this Agreement, then CONTRACTOR will be liable to COUNTY for the statutory penalties set forth in those statutes, including but not limited to statutory fines, treble damages, costs, and attorneys' fees. CONTRACTOR will be deemed to have submitted a false claim to COUNTY if CONTRACTOR:

- (a) Knowingly presents or causes to be presented to COUNTY a false claim or request for payment or approval;
- (b) Knowingly makes, uses, or causes to be made or used a false record or statement to get a false claim paid or approved by COUNTY;
- (c) Conspires to defraud COUNTY by getting a false claim allowed or paid by COUNTY;
- (d) Knowingly makes, uses, or causes to be made or used a false record or statement to conceal, avoid, or decrease an obligation to pay or transmit money or property to COUNTY; or
- (e) Is a beneficiary of an inadvertent submission of a false claim to COUNTY, later discovers the falsity of the claim, and fails to disclose the false claim to COUNTY within a reasonable time after discovery of the false claim.

16. FORM DE-542: If CONTRACTOR is an individual, CONTRACTOR acknowledges that this Agreement is subject to filing obligations under Unemployment Insurance Code Section 1088.8. Accordingly, COUNTY has an obligation to file a report with the Employment Development Department, which report will include CONTRACTOR'S full name, social security number, address, the date this Agreement was executed, the total amount of the Agreement, its expiration date or whether it is ongoing. CONTRACTOR agrees to cooperate with COUNTY to make that information available and to complete Form DE-542. Failure to provide the required

information may, at COUNTY'S option, prevent approval of this Agreement, or be grounds for termination by COUNTY.

17. WORKS FOR HIRE: CONTRACTOR acknowledges that all work(s) under this Agreement are "work(s) for hire" within the meaning of the United States Copyright Act (Title 17 United States Code) and hereby assigns to COUNTY all rights and interests CONTRACTOR may have in the work(s) it prepares under this Agreement, including any right to derivative use of the work(s). All software and related materials developed by CONTRACTOR in performance of this Agreement for COUNTY will be the sole property of COUNTY, and CONTRACTOR hereby assigns and transfers all its right, title, and interest therein to COUNTY. CONTRACTOR will execute all necessary documents to enable COUNTY to protect COUNTY'S intellectual property rights under this section.

18. WORK PRODUCT: All work product, equipment, or materials created for COUNTY or purchased by COUNTY under this Agreement belong to COUNTY and CONTRACTOR must immediately deliver them to COUNTY at COUNTY'S request upon termination or completion of this Agreement.

19. TIME OF ESSENCE: The Parties agree that time is of the essence under this Agreement, unless they agree otherwise in writing.

20. CONFIDENTIALITY: CONTRACTOR may not use or disclose any information it receives from COUNTY under this Agreement that COUNTY has previously identified as confidential or exempt from mandatory public disclosure except as necessary to carry out the purposes of this Agreement or as authorized in advance by COUNTY. Unless required to do so by law, including, but not limited to, the Ralph M. Brown Act or the California Public Records Act, COUNTY may not disclose to third parties any information it receives from CONTRACTOR that CONTRACTOR has previously identified as confidential. If COUNTY determines that it must disclose any information that CONTRACTOR previously identified as confidential, then it shall promptly give CONTRACTOR written notice of its intention to disclose such information and the authority for such disclosure. CONTRACTOR shall have period of five (5) calendar days thereafter within which to seek a protective court order to prevent such disclosure or to notify COUNTY that it will not seek such an order. COUNTY

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shall cooperate with CONTRACTOR in any efforts to seek such a court order. COUNTY shall not disclose the information until the five (5) day period has expired without a response from CONTRACTOR, or CONTRACTOR has notified COUNTY that it will not seek such an order, or CONTRACTOR has sought and a court has declined to issue a protective order for such information. If CONTRACTOR seeks a protective order for such information, CONTRACTOR shall defend and indemnify COUNTY from any and all loss, injury, or claim arising from COUNTY'S withholding of the information from the requestor. This includes any attorney's fees awarded to the requestor. The duty of COUNTY and CONTRACTOR to maintain confidentiality of information under this section continues beyond the term of this Agreement.

21. ASSIGNMENT/SUBCONTRACTING: Unless otherwise provided in this Agreement, COUNTY is relying on the personal skill, expertise, training and experience of CONTRACTOR and CONTRACTOR'S employees and no part of this Agreement may be assigned or subcontracted by CONTRACTOR without the prior written consent of COUNTY, which consent COUNTY may grant, delay, deny, or condition in its absolute discretion.

22. DISPUTES AND DISPUTE RESOLUTION:

(a) CONTRACTOR shall continue with its responsibilities under this Agreement during any dispute.

(b) **Informal Negotiations.** If a dispute arises out of or relating to this Agreement, or the breach of the Agreement, then the Parties shall make their best efforts to informally resolve such disputes. To foster a spirit of cooperation and efficiency in the administration of this Agreement, disputes between the Parties shall first be subjected to a good faith negotiations process as follows:

(1) The aggrieved Party shall give the other Party, as soon as possible after the event giving rise to the concern, written notice setting forth, with specificity, the issues to be resolved. Notice shall be provided consistent with the terms of the Agreement. Said notice shall suggest a date, time and place for the negotiations session. The Parties may jointly decide to meet at another time and place;

provided, however, the Parties agree that such negotiations session shall commence within fifteen (15) calendar days after the date that the original notice was given to the applicable Party, unless the Parties agree that there is good cause to extend this time limit.

(2) The Parties agree that the negotiations session(s), including proceedings or discussions concerning the proposed negotiations session(s), are to be considered confidential settlement negotiations for the purpose of all state and federal rules protecting disclosures made during such conferences from later discovery or use in evidence. All conduct, statements, promises, offers, views and opinions, oral or written, made during a negotiations session by any Party or a Party's agent, employee, or attorney shall be deemed to be confidential and shall not be subject to discovery or admissible for any purpose, including impeachment, in any litigation or other proceeding, including mediation and non-binding arbitration, involving the Parties; provided, however, that evidence otherwise subject to discovery or otherwise admissible is not excluded from discovery or admission into evidence simply as a result of it having been used in connection with the negotiations session(s).

(3) Absent mutual consent of the Parties, if a noticed negotiations session fails to commence within the fifteen (15) calendar day period, or if a reasonable attempt to schedule or reschedule the negotiations session has not been made within those fifteen (15) calendar days, then the negotiations obligation imposed under this Section shall be deemed to have been satisfied and the Parties shall be free to pursue their rights and remedies under this Section 22, unless the reason for such failure to convene a negotiations session is the refusal of the Party asserting a claim to participate in the negotiations session, in which event said claim will be deemed to have been waived.

(4) If the dispute is not resolved to the satisfaction of the Parties within thirty (30) calendar days after the first negotiations session, then upon the written request of either Party, the dispute may be submitted to non-binding mediation in accordance with this Section 22 ("Mediation Request").

(c) **Mediation.** If a dispute arising out of or relating to this Agreement is not resolved through the above-described negotiations process, then within thirty (30) days after notice is provided through a Mediation

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Request, the Parties shall participate in non-binding mediation administered by a mediator to help mediate and settle the dispute as soon as practicable.

The mediation shall proceed as follows:

(1) The mediation shall be held at a mutually agreeable location within Tulare County, California.

(2) The Parties shall mutually select the mediator, who shall be an attorney currently licensed to practice law in the State of California, or be a retired federal or state judge or magistrate. If the Parties disagree on selection of the mediator, then the Parties will select the mediator by lot from among two nominations provided by each Party.

(3) The mediator shall meet with and hear presentations by the Parties as soon as practicable after appointment.

(4) Mediation will be conducted consistent with California Evidence Code Sections 1115-1128. The mediator shall owe a professional duty to both Parties, and shall be barred from testifying in any litigation concerning any information obtained or disclosed in the course of the mediation.

(5) Each side shall bear its own costs and attorneys' fees, and one-half of all fees and expenses of the mediator.

(6) Unless otherwise agreed upon by the Parties in writing, the mediation shall be completed within thirty (30) days of the selection of the mediator.

(7) The Parties agree that the mediation, including proceedings or discussions concerning the mediation, is to be considered a confidential settlement negotiation for the purpose of all state and federal rules protecting disclosures made during such conferences from later discovery or use in evidence. All conduct, statements, promises, offers, views and opinions, oral or written, made during the mediation by any Party or a Party's agent, employee, or attorney shall be deemed to be confidential and shall not be subject to discovery or admissible for any purpose, including impeachment, in any litigation or other proceeding, including and non-binding arbitration, involving the Parties; provided, however, that evidence otherwise subject to discovery or admissible is not excluded from

discovery or admission into evidence simply as a result of it having been used in connection with the mediation.

(8) The mediator's decision shall not be binding on or admissible against either Party. If mediation fails to resolve the dispute, then either Party may pursue litigation to resolve the dispute.

23. PROPERTY TAXES: Under the terms of California Revenue and Taxation Code section 107.6 (possessory interest tax), CONTRACTOR'S possession or use of any COUNTY-owned real property under this Agreement may create a "possessory interest" in the real property. If a possessory interest is created, then it may be subject to property taxation and CONTRACTOR may be subject to the payment of property taxes on that possessory interest.

24. FURTHER ASSURANCES: Each Party will execute any additional documents and perform any further acts that may be reasonably required to effect the purposes of this Agreement.

25. CONSTRUCTION: This Agreement reflects the contributions of all Parties and so the provisions of Civil Code section 1654 will not apply to address and interpret any alleged uncertainty or ambiguity.

26. HEADINGS: Section headings are provided for organizational purposes only and do not in any manner affect the scope, meaning, or intent of the provisions under the headings.

27. NO THIRD-PARTY BENEFICIARIES INTENDED: Unless specifically set forth, the Parties to this Agreement do not intend to provide any other party with any benefit or enforceable legal or equitable right or remedy.

28. WAIVERS: The failure of either Party to insist on strict compliance with any provision of this Agreement will not be considered a waiver of any right to do so, whether for that breach or any later breach. The acceptance by either Party of either performance or payment will not be considered a waiver of any preceding breach of the Agreement by the other Party.

29. ORDER OF PRECEDENCE: In the event of any conflict or inconsistency between or among the body of the Agreement (which includes these "General Agreement

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Terms and Conditions") and any Exhibit, Schedule, or Attachment, then the terms and conditions of the body of the Agreement shall prevail.

30. CONFLICT WITH LAWS OR REGULATIONS/ SEVERABILITY: This Agreement is subject to all applicable laws and regulations. If any provision of this Agreement is found by any court or other legal authority, or is agreed by the Parties to be, in conflict with any code or regulation governing its subject matter, only the conflicting provision will be considered null and void. If the effect of nullifying any conflicting provision is such that a material benefit of the Agreement to either Party is lost, then the Agreement may be terminated at the option of the affected Party. In all other cases, the remainder of the Agreement will continue in full force and effect.

31. ENTIRE AGREEMENT: This Agreement represents the entire agreement between CONTRACTOR and COUNTY as to its subject matter and no prior oral or written understanding will be of any force or effect. No part of this Agreement may be modified without the written consent of both Parties.

32. ASSURANCES OF NON-DISCRIMINATION: CONTRACTOR must not discriminate in employment or in the provision of services based any characteristic or condition upon which discrimination is prohibited by state or federal law or regulation. The Parties recognize that both CONTRACTOR and COUNTY have the responsibility to protect COUNTY employees and clients from unlawful activities, including discrimination and sexual harassment in the workplace. Accordingly, CONTRACTOR agrees to provide appropriate training to its employees regarding discrimination and sexual harassment issues, and to promptly and appropriately investigate any allegations that any of its employees may have engaged in improper discrimination or harassment activities. COUNTY, in its sole discretion, has the right to require CONTRACTOR to replace any employee who provides services of any kind to COUNTY under this Agreement with other employees where COUNTY is concerned that its employees or clients may have been or may be the subjects of discrimination or harassment by such employees. COUNTY'S right to require replacement of employees under this section does not preclude COUNTY from terminating this Agreement

with or without cause as provided for under this Agreement.

33. DRUG-FREE WORKPLACE POLICY: CONTRACTOR acknowledges that under the Federal Drug-Free Workplace Act of 1989 and the California Drug-Free Workplace Act of 1990, the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited on COUNTY premises. CONTRACTOR agrees that any violation of this prohibition by CONTRACTOR, its employees, agents, or assigns will be deemed a material breach of this Agreement.

34. RECYCLED PAPER CONTENT: To the extent CONTRACTOR'S services under this Agreement include printing services, pursuant to Public Contract Code section 22153 CONTRACTOR shall use paper that meets the recycled content requirements of Public Contract Code section 12209.

Exhibit E

Additional Terms & Conditions for Federally Funded Contracts

COUNTY OF TULARE
ADDITIONAL TERMS & CONDITIONS FOR FEDERALLY FUNDED CONTRACTS
For Awards Issued on or After November 12, 2020.
(Form revision approved September 2022)

FEDERALLY-FUNDED AGREEMENTS. COUNTY will be paying for the goods or services to be provided under this Agreement, in whole, or in part, with Federal grant funds, so the following additional terms and conditions will apply to this Agreement, if applicable as noted:

(1) Equal Employment Opportunity (FOR CONSTRUCTION WORK) Except as otherwise provided under 41 CFR Part 60, if this Agreement meets the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3, then during the performance of this Agreement, the CONTRACTOR agrees as follows: (1) The CONTRACTOR will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The CONTRACTOR will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The CONTRACTOR agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause. (2) The CONTRACTOR will, in all solicitations or advertisements for employees placed by or on behalf of the CONTRACTOR, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin. (3) The CONTRACTOR will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the CONTRACTOR'S legal duty to furnish information. (4) The CONTRACTOR will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers'

representatives of the CONTRACTOR'S commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment. (5) The CONTRACTOR will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor. (6) The CONTRACTOR will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders. (7) In the event of the CONTRACTOR'S noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this Agreement may be canceled, terminated, or suspended in whole or in part and the CONTRACTOR may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, order of the Secretary of Labor, or as otherwise provided by law. (8) The CONTRACTOR will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The CONTRACTOR will take such action with respect to any subcontract or purchase order as the COUNTY may direct as a means of enforcing such provisions, including sanctions for noncompliance: *Provided*, however, that in the event CONTRACTOR becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the COUNTY, then the CONTRACTOR may request the United States to enter into such litigation to protect the interests of the United States. The COUNTY further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work.

The COUNTY agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will

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furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance. The COUNTY further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the COUNTY agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the COUNTY under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from the COUNTY; and refer the case to the Department of Justice for appropriate legal proceedings.

The CONTRACTOR and each of its subcontractors shall include the equal opportunity clause in each of its subcontracts.

(2) Davis-Bacon Act, as amended (40 U.S.C. 3141–3148). (FOR CONSTRUCTION WORK). If this Agreement involves payment for construction services in excess of \$2,000, then the CONTRACTOR must comply with the Davis-Bacon Act (40 U.S.C. 3141–3144, and 3146–3148) as supplemented by Department of Labor regulations (29 CFR Part 5, “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”). In accordance with the Davis-Bacon Act, the CONTRACTOR is required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the U.S. Secretary of Labor. In addition, the CONTRACTOR is required to pay wages not less than once a week. The COUNTY must provide CONTRACTOR with a copy of the current prevailing wage determination issued by the U.S. Department of Labor with respect to the services to be provided under the subject Agreement. The CONTRACTOR'S execution of the subject Agreement constitutes the CONTRACTOR'S acceptance of the wage determination. The COUNTY must report all suspected or reported violations to the Federal awarding agency.

(3) Copeland “Anti- Kickback” Act (40 U.S.C. 3145). (FOR CONSTRUCTION WORK GREATER THAN \$2000). CONTRACTOR must comply with the Copeland “Anti- Kick-back” Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”). Under the Copeland “Anti- Kickback” Act, the CONTRACTOR and all subcontractors are prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The COUNTY must report all suspected or reported violations to the Federal awarding agency.

(4) Compliance with the Contract Work Hours and Safety Standards Act (40 U.S.C. 3701–3708).

(FOR AGREEMENTS >\$100,000 THAT USE MECHANICS OR LABORERS). If this Agreement involves payments for services in excess of \$100,000 that include the employment of mechanics or laborers, then the CONTRACTOR must comply with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5):

(1) Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

(2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (b)(1) of this section the contractor and any subcontractor responsible therefore shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (b)(1) of this section, in the sum of \$27 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (b)(1) of this section.

(3) Withholding for unpaid wages and liquidated damages. The County shall upon its own action or upon written

request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (b)(2) of this section.

(4) *Subcontracts.* The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (b)(1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (b)(1) through (4) of this section."

Further Compliance with the Contract Work Hours and Safety Standards Act: For contracts only subject to Contract Work Hours and Safety Standards Act and not subject to the other statutes in 29 C.F.R. § 5.1, the contractor or subcontractor shall maintain payrolls and basic payroll records during the course of the work and shall preserve them for a period of three years from the completion of the contract for all laborers and mechanics, including guards and watchmen, working on the contract. Such records shall contain the name and address of each such employee, social security number, correct classifications, hourly rates of wages paid, daily and weekly number of hours worked, deductions made, and actual wages paid. Records to be maintained under this provision shall be made available by the contractor or subcontractor for inspection, copying, or transcription by authorized representatives of the Department of Homeland Security, the Federal Emergency Management Agency, and the Department of Labor, and the contractor or subcontractor will permit such representatives to interview employees during working hours on the job.

(5) Rights to Inventions Made Under a Contract or Agreement (FOR FUNDING AGREEMENTS FOR EXPERIMENTAL, DEVELOPMENTAL OR RESEARCH WORK). If the Federal award supporting payments for services under this Agreement meets the definition of "funding agreement" under 37 CFR § 401.2 (a) and the Agreement is with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," then the COUNTY and the CONTRACTOR recipient or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions

Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

(6) Clean Air Act (42 U.S.C. 7401–7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251–1387), as amended (FOR AGREEMENTS >\$150,000). If this Agreement involves payments for services in excess of \$150,000, then the CONTRACTOR must comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401–7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251–1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

(7) Debarment and Suspension (Executive Orders 12549 and 12689) (FOR ALL AGREEMENTS >\$25,000). By execution of this Agreement, CONTRACTOR certifies to the COUNTY that it is not a party listed on the government-wide exclusions list in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension," and is not debarred, suspended, or otherwise excluded from the award of a federally-supported contract under statutory or regulatory authority other than Executive Order 12549.

(8) Byrd Anti-Lobbying Amendment (31 U.S.C. 1352) (FOR ALL AGREEMENTS >\$100,000). If this Agreement involves payments for services in excess of \$100,000, then by execution of this Agreement, the CONTRACTOR certifies to the COUNTY that it will not and has not used Federally-appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C.1352. The CONTRACTOR must also disclose to the COUNTY is writing any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award.

(9) Procurement of recovered materials (FOR AGREEMENTS >\$10,000 FOR CONTRACTORS WHO MUST COMPLY WITH SECTION 6002 OF THE SOLID WASTE DISPOSAL ACT). Pursuant to 2 CFR § 200.323, the COUNTY and the CONTRACTOR must comply with section 6002 of the Federal Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative

procurement program for procurement of recovered materials identified in the EPA guidelines.

(10) Records Retention and Access (ALL AGREEMENTS). Pursuant to 2 CFR §§ 200.333 through 200.337, the following provisions regarding Records Retention and Access will apply to this Agreement:

(A) Retention requirements for records. CONTRACTOR must retain all financial records, supporting documents, statistical records, and all other of its records pertinent to this Agreement for a period of three years from the date of submission of the final expenditure report or, for Federal awards that are renewed quarterly or annually, from the date of the submission of the quarterly or annual financial report, respectively, as reported to the Federal awarding agency or COUNTY. The only exceptions to the 3 year limit are the following:

(a) If any litigation, claim, or audit is started before the expiration of the 3-year period, then the records must be retained until all litigation, claims, or audit findings involving the records have been resolved and final action taken.

(b) When the CONTRACTOR is notified in writing by the COUNTY or Federal awarding agency, cognizant agency for audit, oversight agency for audit, or cognizant agency for indirect costs to extend the retention period.

(c) Records for real property and equipment acquired with Federal funds must be retained for 3 years after final disposition.

(d) When records are transferred to or maintained by the COUNTY, or Federal awarding agency, the 3-year retention requirement is not applicable to the CONTRACTOR.

(e) Records for program income transactions after the period of performance. In some cases recipients must report program income after the period of performance. Where there is such a requirement, the retention period for the records pertaining to the earning of the program income starts from the end of the CONTRACTOR'S fiscal year in which the program income is earned.

(f) Indirect cost rate proposals and cost allocations plans. This paragraph applies to the following types of documents and their supporting records: indirect cost rate computations or proposals, cost allocation plans, and any similar accounting computations of the rate at

which a particular group of costs is chargeable (such as computer usage chargeback rates or composite fringe benefit rates).

(1) *If submitted for negotiation.* If the proposal, plan, or other computation is required to be submitted to the COUNTY or the Federal Government to form the basis for negotiation of the rate, then the 3-year retention period for its supporting records starts from the date of such submission.

(2) *If not submitted for negotiation.* If the proposal, plan, or other computation is not required to be submitted to the COUNTY or Federal Government for negotiation purposes, then the 3-year retention period for the proposal, plan, or computation and its supporting records starts from the end of the fiscal year (or other accounting period) covered by the proposal, plan, or other computation.

(B) Methods for collection, transmission, and storage of information. In accordance with the May 2013 Executive Order on Making Open and Machine Readable the New Default for Government Information, the Federal awarding agency and the CONTRACTOR should, whenever practicable, collect, transmit, and store Federal award-related information in open and machine readable formats rather than in closed formats or on paper. The Federal awarding agency or COUNTY must always provide or accept paper versions of Federal award-related information to and from the CONTRACTOR upon request. If paper copies are submitted, the Federal awarding agency or COUNTY must not require more than an original and two copies. When original records are electronic and cannot be altered, there is no need to create and retain paper copies. When original records are paper, electronic versions may be substituted through the use of duplication or other forms of electronic media provided that they are subject to periodic quality control reviews, provide reasonable safeguards against alteration, and remain readable.

(C) Access to records.

(a) Records of CONTRACTOR. The Federal awarding agency, Inspectors General, the Comptroller General of the United States, and the COUNTY, or any of their authorized representatives, must have the right of access to any documents, papers, or other records of the CONTRACTOR which are pertinent to the Federal award, in order to make audits, examinations, excerpts, and transcripts. The right also includes timely and reasonable access to the CONTRACTOR'S personnel for the purpose of interview and discussion related to such documents.

(b) Only under extraordinary and rare circumstances would such access include review of the true name of victims of a crime. Routine monitoring cannot be considered extraordinary and rare circumstances that would necessitate access to this information. When access to the true name of victims of a crime is necessary, appropriate steps to protect this sensitive information must be taken by both the CONTRACTOR and the Federal awarding agency or COUNTY. Any such access, other than under a court order or subpoena pursuant to a bona fide confidential investigation, must be approved by the head of the Federal awarding agency or delegate.

(c) Expiration of right of access. The rights of access in this section are not limited to the required retention period but last as long as the records are retained. Federal awarding agencies and COUNTY must not impose any other access requirements upon CONTRACTOR.

(11) Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment (ALL AGREEMENTS WITH FUNDS AWARDED ON OR AFTER NOVEMBER 12, 2020) CONTRACTOR must comply with 2 CFR § 200.216, the prohibition of obligating or expending loan or grant funds to procure or obtain, enter into a contract to procure or obtain certain equipment, services or systems that uses “covered telecommunications equipment” as defined in CFR §200.216 (3), or services as a substantial or essential component of any system

(12) Domestic Preferences For Procurement (ALL AGREEMENTS WITH FUNDS AWARDED ON OR AFTER NOVEMBER 12, 2020) Pursuant to 2 CFR § 200.322, CONTRACTOR shall, as appropriate and to the extent consistent with law, to the greatest extent practicable under a Federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products).

(13) Use Of DHS Seal, Logo, And Flags. (ALL AGREEMENTS) The contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval. The contractor shall include this provision in any subcontracts.

(14) Compliance With Federal Law, Regulations and Executive Orders (ALL AGREEMENTS). This is an

acknowledgement that FEMA financial assistance will be used to fund all or a portion of the contract. The contractor will comply with all applicable federal law, regulations, executive orders, FEMA policies, procedures, and directives

(15) No Obligation by Federal Government. (ALL AGREEMENTS). The federal government is not a party to this contract and is not subject to any obligations or liabilities to the non-federal entity, contractor, or any other party pertaining to any matter resulting from the contract.

(16) Program Fraud and False or Fraudulent Statements or Related Acts. (ALL AGREEMENTS). The contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the contractor’s actions pertaining to this contract.

(17) Affirmative Socioeconomic Steps. (ALL AGREEMENTS) If subcontracts are to be let, the prime contractor is required to take all necessary steps identified in 2 C.F.R. § 200.321(b)(1)-(5) to ensure that small and minority businesses, women’s business enterprises, and labor surplus area firms are used when possible.

(18) License and Delivery of Works Subject to Copyright and Data Rights (ALL AGREEMENTS INVOLVING CREATION OF COPYRIGHTABLE MATERIAL) The Contractor grants to the COUNTY OF TULARE, a paid-up, royalty-free, nonexclusive, irrevocable, worldwide license in data first produced in the performance of this contract to reproduce, publish, or otherwise use, including prepare derivative works, distribute copies to the public, and perform publicly and display publicly such data. For data required by the contract but not first produced in the performance of this contract, the Contractor will identify such data and grant to the COUNTY OF TULARE or acquires on its behalf a license of the same scope as for data first produced in the performance of this contract. Data, as used herein, shall include any work subject to copyright under 17 U.S.C. § 102, for example, any written reports or literary works, software and/or source code, music, choreography, pictures or images, graphics, sculptures, videos, motion pictures or other audiovisual works, sound and/or video recordings, and architectural works. Upon or before the completion of this contract, the Contractor will deliver to the COUNTY OF TULARE data first produced in the performance of this contract and data required by the contract but not first produced in the performance of this contract in formats acceptable by the COUNTY OF TULARE.

(19) Payment for Services. This project may be partially funded with Federal funds and therefore requires full compliance with Title 2 of the Code of Federal Regulations, §200.218 through 200.326 AND the County Purchasing Ordinance.