

AGREEMENT FOR ARCHAEOLOGICAL SERVICES
FOR
FEMA FMAG 1 & FMAG 2 CULVERT REPLACEMENT PROJECT
IN LAKE COUNTY, CALIFORNIA

This Agreement is made and entered into this _____ day of _____, 2019, by and between the COUNTY of Lake, hereinafter referred to as "COUNTY", and Far Western Anthropological Research Group, Inc., hereinafter referred to as "CONSULTANT".

WHEREAS, COUNTY will be utilizing Federal Emergency Management Agency (FEMA) funding, administered by the California Office of Emergency Services (Cal OES), to replace and or upgrade culverts within the Valley Fire burn area, hereinafter referred to as "PROJECT"; and

WHEREAS, archaeological services will be required to prepare a Cultural Resources Monitoring Plan, as well as providing monitoring and on-call services during construction for the PROJECT; and

WHEREAS, CONSULTANT is a Professional Archaeologist who meets the Secretary of the Interior's Professional Qualifications and is qualified and willing to provide said services.

NOW, THEREFORE, it is mutually agreed by the parties as follows:

I.

SCOPE OF SERVICES

- A. CONSULTANT shall perform the services described in Exhibit "A", attached hereto and incorporated herein by this reference hereinafter called Scope of Work. In the event of a conflict between this Agreement and Exhibit "A", the provisions of this Agreement shall control.
- B. Time of Beginning and Completion of Services: Work on the PROJECT shall begin no later than five (5) calendar days after CONSULTANT's receipt of a COUNTY issued Notice to Proceed. CONSULTANT shall perform services within the times or by the dates provided in Exhibit "A", which by reference is made a part hereof, except that, if applicable, the schedule may be adjusted to reflect any delay in issuance of the Notice to Proceed, or other delay factors not subject to CONSULTANT control.

II.

COUNTY'S RESPONSIBILITIES

The COUNTY's responsibilities will include the payment for the CONSULTANT's services and the time period within which payment must be made. Additionally, the COUNTY may agree to provide certain information, documents, work space, and/or materials.

- A. COUNTY Furnished Data: COUNTY will provide to CONSULTANT all data in COUNTY's possession relating to CONSULTANT's services on the PROJECT.
- B. Access to Facilities and Property: COUNTY will make its facilities accessible to CONSULTANT as required for CONSULTANT's performance of its services. COUNTY will be responsible for all acts of COUNTY's personnel.
- C. Advertisements, Permits, and Access: Unless otherwise agreed to in the Scope of Services, COUNTY will obtain, arrange and pay for all advertisements for bids; permits and licenses required by local, state, or federal authorities; and land, easements, rights-of-way, and access necessary for CONSULTANT's services.
- D. Timely Review: COUNTY will examine CONSULTANT's studies, reports, sketches, drawings, specifications, proposals, and other documents; obtain advice of an attorney, insurance counselor, accountant, auditor, bond and financial advisors, and other consultants as COUNTY deems appropriate; and render in writing decisions required by COUNTY in a timely manner.

- E. Prompt Notice: COUNTY will give prompt written notice to CONSULTANT whenever COUNTY observes or becomes aware of any development that affects the scope or timing of CONSULTANT's services, or of any defect in the work of CONSULTANT.
- F. Environmental Clearances: COUNTY will be responsible for all environmental clearances.
- G. Asbestos or Hazardous Substances and Indemnification: If asbestos or hazardous substances in any form are encountered or suspected, CONSULTANT will stop its own work in the affected portions of the PROJECT to permit testing and evaluation.

If asbestos is suspected, CONSULTANT will if requested, manage the asbestos remediation activities using a qualified subcontractor at an additional fee and contract terms to be negotiated.

To the maximum extent permitted by law, COUNTY will indemnify CONSULTANT and CONSULTANT's officers, employees, subcontractors, and affiliated corporations from all claims, damages, losses, and costs, including, but not limited to, attorney's fees and litigation or dispute resolution expenses arising out of or relating to the presence, discharge, release, or escape of hazardous substances, contaminants, or asbestos on, under, or from the PROJECT.

III. CONSULTANT'S REPORT AND/OR MEETINGS

- A. The CONSULTANT shall submit progress reports at least once a month. The report should be sufficiently detailed for the COUNTY's Project Manager to determine if the CONSULTANT is performing to expectations or is on schedule, to provide communication of interim findings and to afford occasions for airing difficulties or special problems encountered so remedies can be developed.
- B. The CONSULTANT's Project Manager shall meet with the COUNTY's Project Manager as needed to discuss progress on the project(s).

IV. SUBCONTRACTOR/DBE PARTICIPATION

A. Subcontractors

1. Nothing contained in this Agreement or otherwise, shall create any contractual relation between the Agency and any subcontractors, and no subcontract shall relieve the Contractor of his/her responsibilities and obligations hereunder. The Contractor agrees to be as fully responsible to the Agency for the acts and omissions of its subcontractors and of persons either directly or indirectly employed by any of them as it is for the acts and omissions of persons directly employed by the Contractor. The Contractor's obligation to pay its subcontractors is an independent obligation from the Agency's obligation to make payments to the Contractor.
2. Any subcontract in excess of \$25,000, entered into as a result of this Agreement, shall contain all the provisions stipulated in this Agreement to be applicable to subcontractors.
3. Contractor shall pay its subcontractors within ten (10) calendar days from receipt of each payment made to the Contractor by the Agency.
4. Any substitution of subcontractors must be approved in writing by the Agency's Contract Manager in advance of assigning work to a substitute subcontractor.

B. Participation by Disadvantaged Business Enterprise (DBE), Small and Minority Businesses, Women's Business Enterprises, and Labor Surplus Area Firms

1. This Agreement is subject to 49 CFR, Part 26 entitled "Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs" and 2 CFR 200.321 entitled "Contracting with Small and Minority Businesses, Women's Business Enterprises, and Labor Surplus Area Firms."

2. If the contract has a DBE goal, the Consultant must meet the DBE goal by committing DBE participation or document a good faith effort to meet the goal. If a DBE subconsultant is unable to perform, the Consultant must make a good faith effort to replace him/her with another DBE subconsultant, if the goal is not otherwise met.
3. DBEs and other small businesses, as defined in 49 CFR, Part 26 are encouraged to participate in the performance of agreements financed in whole or in part with federal funds. The Consultant or subconsultant shall not discriminate on the basis of race, color, national origin, or sex in the performance of this Agreement. The Consultant shall carry out applicable requirements of 49 CFR, Part 26 in the award and administration of US DOT- assisted agreements. Failure by the Consultant to carry out these requirements is a material breach of this Agreement, which may result in the termination of this Agreement or such other remedy as the local agency deems appropriate.
4. Any subcontract entered into as a result of this Agreement shall contain all of the provisions of this section.

C. Performance of DBE Consultant and other DBE Subconsultants/Suppliers

1. A DBE performs a commercially useful function when it is responsible for execution of the work of the Agreement and is carrying out its responsibilities by actually performing, managing, and supervising the work involved. To perform a commercially useful function, the DBE must also be responsible with respect to materials and supplies used on the Agreement, for negotiating price, determining quality and quantity, ordering the material, and installing (where applicable) and paying for the material itself. To determine whether a DBE is performing a commercially useful function, evaluate the amount of work subcontracted, industry practices; whether the amount the firm is to be paid under the Agreement is commensurate with the work it is actually performing; and other relevant factors.
2. A DBE does not perform a commercially useful function if its role is limited to that of an extra participant in a transaction, Agreement, or project through which funds are passed in order to obtain the appearance of DBE participation. In determining whether a DBE is such an extra participant, examine similar transactions, particularly those in which DBEs do not participate.
3. If a DBE does not perform or exercise responsibility for at least 30 percent of the total cost of its Agreement with its own work force, or the DBE subcontracts a greater portion of the work of the Agreement than would be expected on the basis of normal industry practice for the type of work involved, it will be presumed that it is not performing a commercially useful function.

D. Prompt Payment of Funds Withheld to Subcontractors

1. The Agency shall hold retainage from the prime consultant and shall make prompt and regular incremental acceptances of portions, as determined by the Agency, of the contract work, and pay retainage to the prime contractor based on these acceptances. The prime consultant, or subconsultant, shall return all monies withheld in retention from a subconsultant within 30 days after receiving payment for work satisfactorily completed and accepted including incremental acceptances of portions of the contract work by the agency. Federal law (49 CFR 26.29) requires that any delay or postponement of payment over 30 days may take place only for good cause and with the agency's prior written approval. Any violation of this provision shall subject the violating prime consultant or subconsultant to the penalties, sanctions and other remedies specified in Section 7108.5 of the Business and Professions Code. These requirements shall not be construed to limit or impair any contractual, administrative, or judicial remedies, otherwise available to the prime consultant or subconsultant in the event of a dispute involving late payment or nonpayment by the prime contractor, deficient subconsultant performance, or noncompliance by a subcontractor. This provision applies to both DBE and non-DBE prime consultant and subconsultants.
2. Any subcontract entered into as a result of this Agreement shall contain all of the provisions of this section.

E. DBE Records

1. The Consultant shall maintain records of materials purchased and/or supplied from all subcontracts entered into with certified DBEs. The records shall show the name and business address of each DBE or vendor and the total dollar amount actually paid each DBE or vendor, regardless of tier. The records shall show the date of payment and the total dollar figure paid to all firms. DBE prime consultants shall also show the date of work performed by their own forces along with the corresponding dollar value of the work.
2. Upon completion of the Agreement, a summary of these records shall be prepared and submitted on the form entitled, "Final Report-Utilization of Disadvantaged Business Enterprise (DBE), First-Tier Subcontractors," CEM-2402F (Exhibit 17-F, Chapter 17, of the LAPM), certified correct by the Consultant or the Consultant's authorized representative and shall be furnished to the Contract Manager with the final invoice. Failure to provide the summary of DBE payments with the final invoice will result in 25% of the dollar value of the invoice being withheld from payment until the form is submitted. The amount will be returned to the Consultant when a satisfactory "Final Report-Utilization of Disadvantaged Business Enterprises (DBE), First-Tier Subcontractors" is submitted to the Contract Manager.

F. DBE Certification and Decertification Status:

If a DBE sub-consultant is decertified during the life of the Agreement, the decertified sub-consultant shall notify the Consultant in writing with the date of decertification. If a sub-consultant becomes a certified DBE during the life of the Agreement, the sub-consultant shall notify the Consultant in writing with the date of certification. Any changes should be reported to the Agency's Contract Manager within 30 days.

**V.
PREVAILING WAGE**

- A. The CONSULTANT shall comply with the State of California's General Prevailing Wage Rate requirements in accordance with California Labor Code, Section 1770, and all federal, state, and local laws and ordinances applicable to the work.
- B. Any subcontract entered into as a result of this contract if for more than \$25,000 for public works construction or more than \$15,000 for the alteration, demolition, repair, or maintenance of public works, shall contain all of the provisions of this Article.

**VI.
COMPENSATION AND TERMS OF PAYMENT**

Payment to CONSULTANT will be made as follows:

- A. **Invoices and Time of Payment:** Monthly invoices will be issued by CONSULTANT for all services performed under this Agreement. Invoices shall reference the project title and include a detailed breakdown of work items and unit costs by task and project site with a summary of all work completed to date and the cost of work remaining. Undisputed invoices shall be paid within 30 days of receipt. Each invoice will include a 5% retention amount.

Invoices shall be mailed to the Contract Manager, Scott Hornung, at the following address:

County of Lake
Public Works Department
255 N. Forbes Street, Room 309
Lakeport, California 95453
Attn: Scott Hornung

Upon satisfactory completion of services enumerated in ARTICLE I herein, the final payment of any balance will be due upon receipt of the final invoice. The final invoice should be submitted within 60-calendar days after completion of the CONSULTANT's work.

- B. **Interest:** Interest at the rate of 1-1/2% per month, or that permitted by law if lesser, will be charged on all past-due amounts starting thirty (30) days after receipt of invoice and required documentation. Payments will first be credited to interest and then to principal.

In the event of a disputed or contested billing, only that portion so contested will be withheld from payment, and the undisputed portion will be paid. COUNTY will exercise reasonableness in contesting any bill or portion thereof. No interest will accrue on any contested portion of the billing until mutually resolved.

If COUNTY fails to make payment in full to CONSULTANT for services within sixty (60) days of the date due for any uncontested billing, CONSULTANT may, after giving seven (7) days written notice to COUNTY, suspend services under this Agreement until paid in full, including interest. In the event of suspension of services, CONSULTANT will have no liability to COUNTY for delays or damages caused COUNTY because of such suspension of services.

- C. **Compensation:** The method of payment for this contract will be based on actual cost plus a fixed fee. COUNTY will reimburse CONSULTANT for actual costs (including labor costs, employee benefits, travel, equipment rental costs, overhead and other direct costs) incurred by CONSULTANT in performance of the work set forth in Exhibit "A". Direct Costs for Sub Consultants will be billed as actual costs. No payment will be made prior to approval of any work, nor for any work performed prior to approval of this Agreement.

CONSULTANT will not be reimbursed for actual costs that exceed the estimated wage rates, employee benefits, travel, equipment rental, overhead, and other estimated costs set forth in the approved CONSULTANT'S Cost Proposal, unless additional reimbursement is provided for by contract amendment. In no event, will CONSULTANT be reimbursed for overhead costs at a rate that exceeds COUNTY's approved overhead rate set forth in the Cost Proposal. In the event, that COUNTY determines that a change to the work from that specified in the Cost Proposal and contract is required, the contract time or actual costs reimbursable by COUNTY shall be adjusted by contract amendment to accommodate the changed work.

For all services CONSULTANT shall be paid in accordance with the budget set forth in Exhibit "B", provided however that the total payments to CONSULTANT shall not exceed \$75,756.15 without prior written authorization by COUNTY and formal Amendment to this Agreement.

FMAG 1 Sites	<u>\$41,035.09</u>
FMAG 2 Sites	<u>\$34,721.06</u>

In addition to the allowable incurred costs, COUNTY will pay CONSULTANT a fixed fee of \$3,010.61 for the FMAG 1 sites, and \$2,547.44 for the FMAG 2 sites for a total of \$5,558.05. The fixed fee is nonadjustable for the term of the contract, except in the event of a significant change in the scope of work and such adjustment is made by contract amendment.

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

VII. **TERM**

This Agreement shall commence on the date hereinabove entered into and shall terminate on December 31, 2020, unless earlier terminated as hereinafter provided. This term may be extended an appropriate period of time in case of unavoidable delays and for consideration of corresponding warranted adjustments in payment by modification of this agreement as hereafter provided.

VIII. **DUE PERFORMANCE - DEFAULT**

Each party to this Agreement undertakes the obligation that the other's expectation of receiving the performance due under the terms of this Agreement will not be impaired. Upon the occurrence of any

default of the provisions of this Agreement, a party shall give written notice of said default to the party in default. If the party in default does not cure the default within ten (10) days of the date of that notice (i.e. the time to cure) then such party shall be in default. The time to cure may be extended at the discretion of the party giving notice. Any extension of time to cure shall be in writing executed by both parties and must specify the reason(s) for the extension and the date the extension of time to cure expires.

Notice given under this provision shall specify the alleged default and the applicable Agreement provision and shall demand that the party in default perform the provisions of this Agreement within the applicable time period. No such notice shall be deemed a termination of this Agreement, unless the party giving notice so elects in that notice, or so elects in a subsequent written notice after the time to cure has expired.

IX. **TERMINATION**

This Agreement may be terminated as follows:

- A. By mutual written consent of the parties; or
- B. By COUNTY or Director of Public Works upon thirty (30) days written notice to CONSULTANT.

Upon termination prior to the full and satisfactory completion of CONSULTANT's performance under this Agreement, COUNTY shall not be liable to pay CONSULTANT the total compensation set forth in Article VI of this Agreement, but CONSULTANT shall be paid an amount which bears the same ratio to the total compensation as the services actually performed bear to the total services of the CONSULTANT covered by this Agreement. Upon termination of this contract, ownership and title to all reports, documents, plans, specifications, and estimates produced as part of this contract will automatically be vested in the COUNTY, and no further agreement will be necessary to transfer ownership to the COUNTY.

X. **INSURANCE**

CONSULTANT shall not commence work under this Agreement until he has obtained all the insurance required herein, certificates of insurance have been submitted to COUNTY, and said insurance has been approved by COUNTY. The certificates of insurance shall contain a provision that coverage afforded under the policies will not be cancelled until at least thirty (30) days prior written notice has been given to COUNTY, ten (10) days' notice if cancellation is due to nonpayment of premium.

CONSULTANT shall not allow any subcontractor to commence work on his subcontract until the insurance required of the subcontractor has been obtained.

Any failure of CONSULTANT to maintain the insurance required by this provision, or to comply with any of the requirements of this provision, shall constitute a material breach of the entire Agreement. COUNTY shall not be responsible for any premiums or assessments on the policy.

Certificates evidencing the issuance of the following insurance shall be filed with COUNTY within ten (10) days after the date of execution of this Agreement by CONSULTANT and prior to commencement of work hereunder.

- A. **Compensation Insurance.** CONSULTANT shall procure and maintain, at CONSULTANT's own expense during the term hereof, Workers' Compensation Insurance and Employer's Liability Insurance as required by the State of California, for all employees to be engaged in work. In any case of such work sublet, CONSULTANT shall require subcontractor similarly to provide Employer's Liability Insurance and Workers' Compensation Insurance for all of the latter's employees to be engaged in such work, unless such employees are covered by the protection afforded by CONSULTANT's Workers' Compensation Insurance and Employer's Liability Insurance. Employer's Liability Insurance shall be in an amount not less than One Million Dollars (\$1,000,000.00) per occurrence.
- B. **Commercial General Liability.** CONSULTANT shall procure and maintain, at CONSULTANT's own expense during the term hereof, upon himself and his employees at all times during the course of this Agreement, Commercial General Liability Insurance (Occurrence Form CG 0001) for bodily injury,

personal injury, and broad form property damage, in an amount of not than One Million dollars (\$1,000,000.00) combined single limit coverage per occurrence, including but not limited to endorsements for the following coverages: Personal and advertising injury, Premises-operations, Products and completed operations, Blanket contractual, and Independent CONSULTANT's liability. If such policy includes an aggregate limit, such aggregate limit shall be at least double the per occurrence limit required herein.

- C. **Automobile Liability Insurance.** CONSULTANT shall procure and maintain, at CONSULTANT's own expense during the term hereof, Comprehensive Automobile Liability Insurance, both bodily injury and property damage, on owned, hired, leased, and non-owned vehicles used in connection with CONSULTANT's business in an amount not less than One Million Dollars (\$1,000,000.00) combined single limit coverage per occurrence.
- D. **Professional Liability Insurance.** CONSULTANT shall procure and maintain, at CONSULTANT's own expense during the term hereof, Professional Liability Insurance for protection against claims arising out of the performance of services under this Agreement caused by errors, omissions, or other acts for which CONSULTANT, its employees, subcontractors, and agents, are liable. Said insurance shall be written with limits of not less than One Million Dollars (\$1,000,000.00). If said insurance is written on a "claims made" form, insurance shall be maintained and evidence of insurance must be provided for at least one (1) year after completion of the work under this Agreement.
- E. **Subcontractors.** CONSULTANT shall include all subcontractors as insured under the aforesaid policies or shall furnish separate certificates and endorsements to the COUNTY for each subcontractor which shall be subject to review and approval by COUNTY. All insurance coverages for subcontractors shall be subject to each of the requirements hereinabove and contain the additional insured endorsements required of CONSULTANT described with particularity hereinbelow.
- F. **Additional Insured Endorsement.** The Commercial General Liability and Automobile Liability Insurance must each contain, or be endorsed to contain, the following provision:

The COUNTY, its officers, officials, employees, and designated agents are to be covered as additional insureds and shall be added in the form of an endorsement to CONSULTANT's insurance on Form CG 20 10 11 85. CONSULTANT shall not commence work under this Agreement until he has had delivered to COUNTY the Additional Insured Endorsements required herein. This provision is not intended to extend to construction contractors contracted by the COUNTY to perform the work of improvement.

Coverage shall not extend to any indemnity coverage for the active negligence of the additional insured in any case where an agreement to indemnify the additional insured would be invalid under subdivision (b) of California Civil Code Section 2782.

- G. **Other Insurance Provisions.** For any claims related to the work performed under this Agreement by CONSULTANT, the CONSULTANT's insurance coverage shall be primary insurance as to the COUNTY, its officers, officials, employees, designated agents and appointed volunteers. Any insurance or self-insurance maintained by COUNTY, its officers, officials, employees, designated agents or appointed volunteers shall be in excess of the CONSULTANT's insurance and shall not contribute with it.

Any deductibles or self-insured retentions must be declared to and approved by COUNTY. At the option of COUNTY, either CONSULTANT shall reduce or eliminate such deductibles or self-insurance retentions as they apply to COUNTY or CONSULTANT shall provide a financial guarantee satisfactory to COUNTY guaranteeing payment of losses and related investigations, claim administration, and defense and defense-related expenses.

Insurance coverage required of CONSULTANT under this Agreement shall be placed with insurers with a current A.M. Best rating of no less than A: VII.

Insurance coverage in the minimum amounts set forth herein shall not be construed to relieve the CONSULTANT for liability in excess of such coverage, nor shall it preclude COUNTY from taking other

action as is available to it under any other provision of this Agreement or applicable law. Failure of COUNTY to enforce in a timely manner any of the provisions of this section shall not act as a waiver to enforcement of any of these provisions at a later date.

If any insurance coverage required by this Agreement is provided on a "Claims Made", rather than "occurrence" form, CONSULTANT agrees to maintain required coverage for a period of three years after the expiration of this Agreement (hereinafter, "Post Agreement Coverage") and any extensions thereof. CONSULTANT may maintain the required Post Agreement Coverage by renewal or purchase of prior acts or tail coverage. This subprovision is contingent upon Post Agreement Coverage being both available and reasonably affordable in relation to the coverage provided during the term of this Agreement. For purposes of interpreting this requirement, a cost not exceeding 100% of the last annual policy premium during the term of this Agreement in order to purchase prior acts or tail coverage for Post Agreement Coverage shall be deemed to be reasonable.

COUNTY shall include a provision in its contract with the general contractor hired to perform the work of improvement a provision requiring that the general contractor and all of its subcontractors maintain general liability insurance of not less than \$1,000,000 and that such insurance include the COUNTY, its officers, officials, employees, designated agents, appointed volunteers and the CONSULTANT, as additional insureds.

XI. INDEMNIFICATION - HOLD HARMLESS

Each Party shall indemnify and hold the other harmless against all actions, claims, demands, and liabilities and against all losses, damage, cost, expenses, and attorney's fees, that arise out of, pertain to, or relate to its own negligent acts and/or omissions, recklessness, or willful misconduct which caused said claim, demand, liability, loss, damage, cost expense, and/or attorney's fees. This provision shall not extend to any claim, demand, liability, loss, damage, cost, expenses, and/or attorney's fees covered by the insurance of either party. CONSULTANT's liability hereunder shall be limited by the COUNTY to the amount of the available coverage under CONSULTANT's insurance coverage as described in Section X. herein.

CONSULTANT's obligations under this Section shall survive the termination of the Agreement.

XII. CONSULTANT'S WARRANTIES

CONSULTANT hereby makes the following representations and warranties:

- A. **Standard of Care.** CONSULTANT represents that it is specially trained, licensed, experienced, and competent to perform all the services, responsibilities, and duties specified herein and that such services, responsibilities, and duties shall be performed, whether by CONSULTANT or designated subcontractors, in a manner according to generally accepted practices of the engineering profession.

If COUNTY determines that any of CONSULTANT's work is not in accordance with such level of competency and standard of care, COUNTY, in its sole discretion, shall have the right to do any or all of the following: (a) require CONSULTANT to meet with COUNTY to review the quality of the work and resolve matters of concern; (b) require CONSULTANT to correct the work at no additional charge to generally accepted standards and practices of the engineering profession; (c) terminate this Agreement pursuant to the provisions of Article IX; or (d) pursue any and all other remedies at law or in equity.

Assigned Personnel:

1. CONSULTANT shall assign only competent personnel to perform work hereunder. In the event that at any time COUNTY, in its sole discretion, desires the removal of any person or persons assigned by CONSULTANT to perform work hereunder, CONSULTANT shall remove such person or persons immediately upon receiving written notice from COUNTY.
2. Any and all persons identified in this Agreement or any exhibit hereto as the project manager, project team, or other professional performing work hereunder are deemed by COUNTY to be key personnel whose services were a material inducement to COUNTY to enter into this Agreement.

CONSULTANT shall not remove, replace, substitute, or otherwise change any key personnel without the prior written consent of COUNTY. With respect to performance under this Agreement, CONSULTANT shall employ the key personnel identified in Exhibit "A".

3. In the event that any of CONSULTANT's personnel assigned to perform services under this Agreement become unavailable due to resignation, sickness or other factors outside of CONSULTANT's control, CONSULTANT shall be responsible for timely provision of adequately qualified replacements.

- B. Non-Discrimination in Employment.** CONSULTANT shall, in all solicitations or advertisements for employees placed by or on behalf of the CONSULTANT, state that all qualified applicants will receive consideration for employment without regard to race, color, creed religion, sex, sexual orientation, national origin, ancestry, physical disability, mental disability, medical condition, marital status, or age. During the performance of this Contract, Consultant and its sub-consultant shall not unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of sex, race, color, ancestry, religious creed, national origin, physical disability (including HIV and AIDS), mental disability, medical condition (e.g., cancer), age (over 40), marital status, and denial of family care leave. Consultant and sub-consultants shall insure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. Consultant and sub-consultants shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code §12990 (a-f) et seq.) and the applicable regulations promulgated thereunder (California Code of Regulations, Title 2, Section 7285 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code Section 12990 (a-f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations, are incorporated into this Contract by reference and made a part hereof as if set forth in full. Consultant and its sub-consultants shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other Agreement.

Consultant shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under the Contract.

- C. Adherence to Applicable Disability Law.** CONSULTANT shall be responsible for knowing and adhering to the requirements of Section 504 of the Rehabilitation Act of 1973, the Americans with Disabilities Act, (42 U.S.C. Sections 12101, et seq.). California Government Code Sections 12920 et seq., and all related state and local laws.
- D. HIPAA Compliance.** CONSULTANT will adhere to Titles 9 and 22 and all other applicable Federal and State statutes and regulations, including the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and will make his best efforts to preserve data integrity and the confidentiality of protected health information.
- E. Safety Responsibilities.** CONSULTANT will adhere to all applicable CalOSHA requirements in performing work pursuant to this Agreement. CONSULTANT agrees that in the performance of work under this Agreement, CONSULTANT will provide for the safety needs of its employees and will be responsible for maintaining the standards necessary to minimize health and safety hazards.
- F. Interest of CONSULTANT.** CONSULTANT hereby covenants that he has, at the time of the execution of this Agreement, no interest, direct or indirect, and that he shall not acquire any interest in the future, direct or indirect, which would conflict in any manner or degree with the performance of services required to be performed under this Agreement. CONSULTANT further covenants that in the performance of this work, no person having such interest shall be employed.
- G. Covenant Against Contingent Fees.** The CONSULTANT warrants that he/she has not employed or retained any company or person, other than a bona fide employee working for the CONSULTANT, to solicit or secure this Agreement, and that he/she has not paid or agreed to pay any company or person, other than a bona fide employee, any fee, commission, percentage, brokerage fee, gift, or any other consideration, contingent upon or resulting from the award or formation of this Agreement. For breach or violation of this warranty, the COUNTY shall have the right to annul this Agreement without liability,

or at its discretion to deduct from the Agreement price or consideration, or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift, or contingent fee.

- H. **Compliance with Federal Law, Regulations, and Executive Orders.** The CONSULTANT acknowledges that FEMA financial assistance will be used to fund the Agreement, and agrees to comply with all applicable federal law, regulations, executive orders, FEMA policies, procedures, and directives.
- I. **Program Fraud and False or Fraudulent Statements or Related Acts.** The CONSULTANT acknowledges that 31 U.S.C. Chapter 38 (Administrative Remedies for False Claims and Statements) applies to the CONSULTANT's actions pertaining to this contract.
- J. **Laws to be observed.** CONSULTANT will comply with all laws, regulations, orders, and decrees applicable to the PROJECT. Indemnify and defend the COUNTY against any claim or liability arising from the violation of a law, regulation, order, or decree by CONSULTANT or your employees. Immediately report to the Contract Manager a discrepancy or inconsistency between the Contract and a law, regulation, order, or decree.

If the COUNTY incurs any fines or penalties because of CONSULTANT's failure to comply with a law, regulation, order, or decree, the COUNTY will deduct the amount of the fine or penalty.

Immediately notify the Contract Manager, if a regulatory agency requests access to the job site or to records. Submit a list of documents provided to the agency and issued enforcement actions.

XIII. ASSIGNMENT

CONSULTANT shall not assign any interest in this Agreement and shall not transfer any interest in the same without the prior written consent of COUNTY, except that claims for money due or to become due the CONSULTANT from COUNTY under this Agreement may be assigned by the CONSULTANT to a bank, a trust company, or other financial institution without such approval. Written notice of any such transfer shall be furnished promptly to the COUNTY. Any attempt at assignment of rights under this Agreement except for those specifically consented to by both parties or as stated above shall be void.

XIV. INDEPENDENT CONSULTANT

It is specifically understood and agreed that, in the making and performance of this Agreement, CONSULTANT is an independent CONSULTANT and is not an employee, agent or servant of COUNTY. CONSULTANT is not entitled to any employee benefits. COUNTY agrees that CONSULTANT shall have the right to control the manner and means of accomplishing the result contracted for herein.

CONSULTANT is solely responsible for the payment of all federal, state, and local taxes, charges, fees, or contributions required with respect to CONSULTANT and CONSULTANT's officers, employees, and agents who are engaged in the performance of this Agreement (including without limitation, unemployment insurance, social security, and payroll tax withholding).

XV. MODIFICATION

- A. This Agreement may only be modified by a written amendment thereto, executed by both parties. However, matters concerning scope of services which do not affect the agreed price may be modified by mutual written consent of CONSULTANT and COUNTY executed by Director of Public Works.
- B. CONSULTANT shall only commence work covered by an amendment after the amendment is executed and notification to proceed has been provided by the COUNTY's Project Manager.
- C. There shall be no change in the CONSULTANT's Project Manager or members of the project team, as listed in the Cost Proposal which is a part of this contract, without prior written approval by the COUNTY's Project Manager.

XVI.
ATTORNEYS FEES AND COSTS

If any action at law or in equity is necessary to enforce or interpret the terms of this Agreement, the prevailing party shall be entitled to reasonable attorney's fees, costs, and necessary disbursements in addition to any other relief to which such party may be entitled.

XVII.
OWNERSHIP OF DATA

- A. Upon completion of all work under this contract, ownership and title to all reports, documents, plans, specifications, and estimates produced as part of this contract will automatically be vested in the COUNTY, and no further agreement will be necessary to transfer ownership to the COUNTY. The CONSULTANT shall furnish the COUNTY all necessary copies of data needed to complete the review and approval process.
- B. It is understood and agreed that all calculations, drawings and specifications, whether in hard copy or machine-readable form, are intended for one-time use in the construction of the project for which this contract has been entered into.
- C. The CONSULTANT is not liable for claims, liabilities, or losses arising out of, or connected with the modification, or misuse by the COUNTY of the machine-readable information and data provided by the CONSULTANT under this agreement; further, the CONSULTANT is not liable for claims, liabilities, or losses arising out of, or connected with, any use by the COUNTY of the project documentation on other projects, for additions to this project, or for the completion of this project by others, except only such use as many be authorized in writing by the CONSULTANT.
- D. Applicable patent rights provisions described in 37 CFR Part 401 entitled "Rights to Inventions Made by Non-Profit Organizations and Small Business Firms Under Government Grants, Contracts, and Cooperative Agreements" and any implementing regulations issued by FEMA, regarding rights to inventions, apply to this Agreement.
- E. The CONSULTANT may copyright reports or other agreement products. FEMA shall have the royalty-free nonexclusive and irrevocable right to reproduce, publish, or otherwise use; and to authorize others to use, the work for government purposes.
- F. Any subcontract in excess of \$25,000 entered into as a result of this contract, shall contain all of the provisions of this Article.

XVIII.
RETENTION OF RECORDS / ACCESS / AUDIT

For the purpose of determining compliance with Public Contract Code 10115, et seq. and Title 21, California Code of Regulations, Chapter 21, Section 2500 et. Seq., when applicable, and other matters connected with the performance of the contract pursuant to Government Code 10532, the CONSULTANT, subcontractors and the COUNTY shall maintain all books, documents, papers, accounting records, and other evidence pertaining to the performance of the contract, including but not limited to, the costs of administering the contract. All parties shall make such materials available at their respective offices at all reasonable times during the contract period and for three (3) years from the date of final payment under the contract. The FEMA Administrator, the Comptroller General of the United States, the State Auditor, the COUNTY, or any duly authorized representative of the federal government shall have access to any books, records, and documents of the CONSULTANT that are pertinent to the contract for audits, examinations, excerpts, and transactions, and copies thereof shall be furnished if requested.

Subcontracts in excess of \$25,000 shall contain this provision.

XIX.
JURISDICTION AND VENUE

This Agreement shall be construed in accordance with the laws of the State of California and the parties hereto agree that venue of any action or proceeding regarding this Agreement or performance thereof shall be in Lake County, California. CONSULTANT waives any right of removal it might have under California Code of Civil Procedure Section 394.

XX.
NO THIRD-PARTY BENEFICIARIES

Nothing contained in this Agreement shall be construed to create, and the parties do not intend to create, any rights in or for the benefit of third parties.

XXI.
SEVERABILITY

If any provision of this Agreement is held to be unenforceable, the remainder of this Agreement shall be severable and not affected thereby.

XXII.
NON-APPROPRIATION

In the event COUNTY is unable to obtain funding at the end of each fiscal year for professional engineering services required during the next fiscal year, COUNTY shall have the right to terminate this Agreement, without incurring any damages or penalties, and shall not be obligated to continue performance under this Agreement. To the extent any remedy in this Agreement may conflict with Article XVI of the California Constitution or any other debt limitation provision of California law applicable to COUNTY, CONSULTANT hereby expressly and irrevocably waives its right to such remedy.

XXIII.
CLAIMS FILED BY COUNTY'S CONSTRUCTION CONTRACTOR

- A. If claims are filed by the COUNTY's construction contractor relating to work performed by CONSULTANT's personnel and additional information or assistance from the CONSULTANT's personnel is required in order to evaluate or defend against such claims, CONSULTANT agrees to make its personnel available for consultation with the COUNTY's construction contract administration and legal staff and for testimony, if necessary, at depositions and at trial or arbitration proceedings.
- B. CONSULTANT's personnel that the COUNTY considers essential to assist in defending against construction contractor claims will be made available on reasonable notice from the COUNTY. Consultation or testimony will be reimbursed at the same rates, including travel costs, that are being paid for the CONSULTANT's personnel services under this Agreement.
- C. Services of the CONSULTANT's personnel in connection with the COUNTY's construction contractor claims will be performed pursuant to a written supplement, if necessary, extending the termination date of this Agreement in order to finally resolve the claims.
- D. Any subcontract in excess of \$25,000, entered into as a result of this contract, shall contain all of the provisions of this Article.

XXIV.
CONFIDENTIALITY OF DATA

- A. All financial, statistical, personal, technical, or other data and information relative to the COUNTY's operations, which is designated confidential by the COUNTY and made available to the CONSULTANT in order to carry out this contract, shall be protected by the CONSULTANT from unauthorized use and disclosure.
- B. Permission to disclose information on one occasion or public hearing held by the COUNTY relating to the contract, shall not authorize the CONSULTANT to further disclose such information or disseminate

the same on any other occasion.

- C. The CONSULTANT shall not comment publicly to the press or any other media regarding the contract or the COUNTY's actions on the same, except to the COUNTY's staff, CONSULTANT's own personnel involved in the performance of this contract, at public hearings, or in response to questions from a Legislative committee.
- D. The CONSULTANT shall not issue any news release or public relations item of any nature whatsoever regarding work performed or to be performed under this contract without prior review of the contents thereof by the COUNTY and receipt of the COUNTY's written permission.
- E. Any subcontract, entered into as a result of this contract, shall contain all of the provisions of this Article.
- F. All information related to the construction estimate is confidential and shall not be disclosed by the CONSULTANT to any entity, other than the COUNTY.

XXV.

NATIONAL LABOR RELATIONS BOARD CERTIFICATION

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

XXVI.

INSPECTION OF WORK

The CONSULTANT and any subCONSULTANTS shall permit the COUNTY, State and FEMA to review and inspect the project activities at all reasonable times during the performance period of this contract including review and inspection on a daily basis.

XXVII.

NON-DISCRIMINATION

- A. During the performance of this Agreement, CONSULTANT and its subcontractors shall not unlawfully discriminate, harass or allow harassment, against any employee or applicant for employment because of sex, race, color, ancestry, religious creed, nation origin, physical disability (including HIV and AIDS), mental disability, medical condition (cancer), age (over 40), marital status, and denial of family care leave. CONSULTANTS and subcontractors shall insure that the evaluation and treatment of their employees and applicants for employment are free of such discrimination and harassment. CONSULTANTS and subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Government Code, Section 12900.0 et seq.) and the applicable regulations promulgated thereunder (California Code of Regulations, Title 2, Section 7285.0 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code, Section 12990, set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations are incorporated into this contract by reference and made a party hereof as if set forth in full. CONSULTANT and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement.
- B. The CONSULTANT shall include the non-discrimination and compliance provisions of this clause in all subcontracts to perform work under this contract.
- C. CONSULTANT shall comply with Title VI of the Civil Rights Act of 1964, as amended. Accordingly, 49 CFR 21 through Appendix C and 23 CFR 710.405(b) are applicable to this contract by reference.

XXVIII.

DISPUTES

- A. Any dispute, other than audit, concerning a question of fact arising under this contract that is not

disposed of by agreement shall be decided by a committee consisting of the COUNTY's Contract Manager and Department Head, who may consider written or verbal information submitted by the CONSULTANT.

- B. Not later than 30 days after completion of all deliverables necessary to complete the plans, specifications and estimate, the CONSULTANT may request review by the COUNTY GOVERNING BOARD of unresolved claims or disputes, other than audit. The request for review will be submitted in writing.
- C. Neither the pendency of a dispute, nor its consideration by the committee will excuse the CONSULTANT from full and timely performance in accordance with the terms of this contract.

XXIX.
SAFETY

- A. The CONSULTANT shall comply with OSHA regulations applicable to CONSULTANT regarding necessary safety equipment or procedures. The CONSULTANT shall comply with safety instructions issued by the COUNTY Safety Officer and other COUNTY representatives. CONSULTANT personnel shall wear hard hats and safety vests at all times while working on the construction project site.
- B. Pursuant to the authority contained in Section 591 of the Vehicle Code, the COUNTY has determined that such areas are within the limits of the project and are open to public traffic. The CONSULTANT shall comply with all of the requirements set forth in Divisions 11, 12, 13, 14, and 15 of the Vehicle Code. The CONSULTANT shall take all reasonably necessary precautions for safe operation of its vehicles and the protection of the traveling public from injury and damage from such vehicles.
- C. Any subcontract entered into as a result of this contract, shall contain all of the provisions of this Article.
- D. CONSULTANT must have a Division of Occupational Safety and Health (CAL-OSHA) permit(s), as outlined in California Labor Code Sections 6500 and 6705, prior to the initiation of any practices, work, method, operation, or process related to the construction or excavation of trenches which are five feet or deeper.
- E. CONSULTANT shall comply with the Contract Work Hours and Safety Standards Act.
 - (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 (1) of this section the contractor and any subcontractor responsible therefor 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 (1) of this section, in the sum of \$10 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 (1) of this section.
 - (3) Withholding for unpaid wages and liquidated damages. The (write in the name of the Federal agency or the loan or grant recipient) 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 (2) of this section.

(4) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (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 (1) through (4) of this section.”

XXX.
SUBCONTRACTING

- A. The CONSULTANT shall perform the work contemplated with resources available within its own organization; and no portion of the work pertinent to this contract shall be subcontracted without written authorization by the COUNTY's Contract Manager, except that, which is expressly identified in the approved Cost Proposal.
- B. Any subcontract in excess of \$25,000 entered into as a result of this contract, shall contain all the provisions stipulated in this contract to be applicable to subcontractors.
- C. Any substitution of subcontractors must be approved in writing by the COUNTY's Contract Manager.

XXXI.
STATEMENT OF COMPLIANCE

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

XXXII.
DEBARMENT AND SUSPENSION CERTIFICATION

- A. This Agreement is a covered transaction for purposes of 2 CFR Part 180 and 2 CFR Part 3000. As such, CONSULTANT is required to verify that none of the CONSULTANT, its principals (defined at 2 CFR § 180.995), or its affiliates (defined at 2 CFR § 180.905) are excluded (defined at 2 CFR § 180.940) or disqualified (defined at 2 CFR § 180.935). The CONSULTANT further agrees to include a provision requiring such compliance in its lower tier covered transactions.
- B. The CONSULTANT must comply with 2 CFR Part 180, subpart C and 2 CFR Part 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.
- C. This certification is a material representation of fact relied upon by the COUNTY. If it is later determined that the CONSULTANT did not comply with 2 CFR Part 180, subpart C and 2 CFR Part 3000, subpart C, in addition to remedies available to Cal OES and the COUNTY, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.
- D. Any exceptions to this certification must be disclosed to the COUNTY.
- E. Exceptions will not necessarily result in denial of recommendation for award, but will be considered in determining CONSULTANT responsibility. Disclosures must indicate to whom exceptions apply, initiating agency, and dates of action.

XXXIII.
CONFLICT OF INTEREST

- A. The CONSULTANT shall disclose any financial, business, or other relationship with COUNTY that may have an impact upon the outcome of this contract, or any ensuing COUNTY construction project. The

CONSULTANT shall also list current clients who may have a financial interest in the outcome of this contract, or any ensuing COUNTY construction project, which will follow.

- B. The CONSULTANT hereby certifies that it does not now have, nor shall it acquire any financial or business interest that would conflict with the performance of services under this Agreement.
- C. Any subcontract in excess of \$25,000 entered into as a result of this contract, shall contain all of the provisions of this Article.
- D. The CONSULTANT hereby certifies that neither CONSULTANT, nor any firm affiliated with the CONSULTANT will bid on any construction contract, or on any contract to provide construction inspection for any construction project resulting from this contract. An affiliated firm is one, which is subject to the control of the same persons through joint-ownership, or otherwise.
- E. Except for subcontractors whose services are limited to providing surveying or materials testing information, no subcontractor who has provided design services in connection with this contract shall be eligible to bid on any construction contract, or on any contract to provide construction inspection for any construction project resulting from this contract.

XXXIV.

REBATES, KICKBACKS OR OTHER UNLAWFUL CONSIDERATION

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

XXXV.

PROHIBITION OF EXPENDING COUNTY, STATE OR FEDERAL FUNDS FOR LOBBYING

- A. The CONSULTANT certifies to the best of his or her knowledge and belief that:
 - 1. No state, federal or local agency appropriated funds have been paid, or will be paid by-or-on behalf of the CONSULTANT to any person for influencing or attempting to influence an officer or employee of any state or federal agency; a Member of the State Legislature or United States Congress; an officer or employee of the Legislature or Congress; or any employee of a Member of the Legislature or Congress, in connection with the awarding of any state or federal contract; the making of any state or federal grant; the making of any state or federal loan; the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any state or federal contract, grant, loan, or cooperative agreement.
 - 2. If any funds other than federal appropriated funds have been paid, or will be paid to any person for influencing or attempting to influence an officer or employee of any federal agency; a Member of Congress; an officer or employee of Congress, or an employee of a Member of Congress; in connection with this federal contract, grant, loan, or cooperative agreement; the CONSULTANT shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- B. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, US. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.
- C. The CONSULTANT also agrees by signing this document that he or she shall require that the language of this certification be included in all lower-tier subcontracts, which exceed \$100,000, and that all such sub recipients shall certify and disclose accordingly.

XXXVI.

COST PRINCIPLES

- A. The CONSULTANT agrees that the Contract Cost Principles and Procedures, 48 CFR, Federal Acquisition Regulations System, Chapter 1, Part 31.000 et seq., shall be used to determine the allowability of cost individual items.
- B. The CONSULTANT also agrees to comply with federal procedures in accordance with 2 CFR, Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.
- C. Any costs for which payment has been made to CONSULTANT that are determined by subsequent audit to be unallowable under 2 CFR Part 200 and 48 CFR, Federal Acquisition Regulations System, Chapter 1, Part 31.000 et seq. are subject to repayment by CONSULTANT to the COUNTY.

XXXVII CONTINGENT FEE

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

XXXVIII. AUDIT REVIEW PROCEDURES

- A. Any dispute concerning a question of fact arising under an interim or post audit of this contract that is not disposed of by agreement, shall be reviewed by the COUNTY's CHIEF FINANCIAL OFFICER.
- B. Not later than 30 days after issuance of the final audit report, the CONSULTANT may request a review by the COUNTY's CHIEF FINANCIAL OFFICER of unresolved audit issues. The request for review will be submitted in writing.
- C. Neither the pendency of a dispute nor its consideration by the COUNTY will excuse the CONSULTANT from full and timely performance, in accordance with the terms of this contract.
- D. CONSULTANT and subconsultants' contracts, including cost proposals and indirect cost rates (ICR), are subject to audits or reviews such as, but not limited to, a Contract Audit, an Incurred Cost Audit, an ICR Audit, or a certified public accountant (CPA) ICR Audit Workpaper Review. If selected for audit or review, the contract, cost proposal and ICR and related workpapers, if applicable, will be reviewed to verify compliance with 48 CFR, Part 31 and other related laws and regulations. In the instances of a CPA ICR Audit Workpaper Review it is CONSULTANT's responsibility to ensure federal, state, or local government officials are allowed full access to the CPA's workpapers. The contract, cost proposal, and ICR shall be adjusted by CONSULTANT and approved by LOCAL AGENCY contract manager to conform to the audit or review recommendations. CONSULTANT agrees that individual terms of costs identified in the audit report shall be incorporated into the contract by this reference if directed by LOCAL AGENCY at its sole discretion. Refusal by CONSULTANT to incorporate audit or review recommendations, or to ensure that the Federal, State, or local governments have access to CPA workpapers, will be considered a breach of contract terms and cause for termination of the contract and disallowance of prior reimbursed costs.

XXXIX. EQUIPMENT PURCHASE

- A. Prior authorization in writing, by the COUNTY's Contract Manager shall be required before the CONSULTANT enters into any unbudgeted purchase order, or subcontract exceeding \$5,000 for supplies, equipment, or CONSULTANT services. The CONSULTANT shall provide an evaluation of

the necessity or desirability of incurring such costs.

- B. For purchase of any item, service or consulting work not covered in the CONSULTANT's Cost Proposal and exceeding \$5,000 prior authorization by the COUNTY's Contract Manager; three competitive quotations must be submitted with the request, or the absence of bidding must be adequately justified.
- C. Any equipment purchased as a result of this contract is subject to the following: "The CONSULTANT shall maintain an inventory of all nonexpendable property. Nonexpendable property is defined as having a useful life of at least two years and an acquisition cost of \$5,000 or more. If the purchased equipment needs replacement and is sold or traded in, the COUNTY shall receive a proper refund or credit at the conclusion of the contract, or if the contract is terminated, the CONSULTANT may either keep the equipment and credit the COUNTY in an amount equal to its fair market value, or sell such equipment at the best price obtainable at a public or private sale, in accordance with established COUNTY procedures; and credit the COUNTY in an amount equal to the sales price. If the CONSULTANT elects to keep the equipment, fair market value shall be determined at the CONSULTANT's expense, on the basis of a competent independent appraisal of such equipment. Appraisals shall be obtained from an appraiser mutually agreeable to by the COUNTY and the CONSULTANT, if it is determined to sell the equipment, the terms and conditions of such sale must be approved in advance by the COUNTY. 2 CFR, Part 200 requires a credit to Federal funds when participating equipment with a fair market value greater than \$5,000 is credited to the project.
- D. All subcontracts in excess \$25,000 shall contain the above provisions.

**XL.
PROCUREMENT OF RECOVERED MATERIALS**

- A. In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired:
 - 1. Competitively within a timeframe providing for compliance with the contract performance schedule;
 - 2. Meeting contract performance requirements; or
 - 3. At a reasonable price.
- B. Information about this requirement, along with the list of EPA-designate items, is available at EPA's Comprehensive Procurement Guidelines web site.

**XLI.
DHS SEAL, LOGO, AND FLAGS**

The CONSULTANT shall not use the Department of Homeland Security (DHS) seal(s), logos, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval.

**XLII.
NO OBLIGATION BY FEDERAL GOVERNMENT**

The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the COUNTY, the CONSULTANT, or any other party pertaining to any matter resulting from the contract.

**XLIII.
EVALUATION OF CONSULTANT**

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

**XLIV.
CONSULTANT'S ENDORSEMENT ON PLANS/OTHER DATA**

The responsible consultant/archaeologist shall sign all plans, specifications, estimates (PS&E) and reports

XLVI.
ADDITIONAL PROVISIONS

This Agreement shall be governed by the laws of the State of California. It constitutes the entire Agreement between the parties regarding its subject matter. This Agreement supersedes all proposals, oral and written, and all negotiations, conversations or discussions heretofore and between the parties related to the subject matter of this Agreement.

COUNTY and CONSULTANT have executed this Agreement on the day and year first written above.

COUNTY OF LAKE:

CONSULTANT:

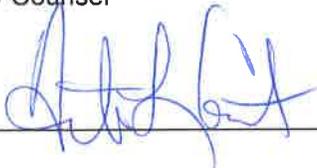
Chair, Board of Supervisors


for Barb Siskin, Principal

ATTEST: CAROL J. HUCHINGSON
Clerk of the Board
of Supervisors

APPROVED AS TO FORM:
ANITA L. GRANT
County Counsel

By: _____

By:  _____

TECHNICAL PROPOSAL

Lake County Department of Public Works Archaeological Services for FEMA FMAG Culvert Replacement

Submitted to:

Lake County Department of Public Works

Scott De Leon

255 North Forbes Street, Room 309

Lakeport, California 95953

February 20, 2019

Far Western Anthropological Research Group, Inc.

- a leader in Cultural Resources Management since 1979



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- Appendix B. Proposed Fee and Cost Proposal (Exhibit 10-H1, Pages 1-3)
- Appendix C. Exhibit 10-O1 Consultant Proposal DBE Commitment
- Appendix D. Exhibit 10-Q Disclosure of Lobbying Activities

Project Understanding and Approach

The Lake County Department of Public Works (County) proposes the replacement and/or improvement of approximately 29 storm drain culverts that were affected by the 2015 Valley Fire. Work will consist of minor grading of the existing drainage ditches on either side of the culvert; and removal, treatment, and replacement of the culverts within the same locations. All work will take place within the existing County right-of-way. The County will use Fire Management Assistance Grant (FMAG) funds from the Federal Emergency Management Agency (FEMA). As a federally funded project, this work has already received environmental clearance under the California Environmental Quality Act (CEQA), National Environmental Policy Act (NEPA), and other environmental requirements under FEMA. The California Governor's Office of Emergency Services (Cal OES) will act as the lead agency on behalf of FEMA.

During the environmental review process, 24 of the 29 culvert locations were identified as being within areas of concern for the Middletown Rancheria. As such, FEMA determined that prior to project implementation, the County will need to retain qualified personnel to prepare and implement a Cultural Resources Monitoring Plan. Review of the Request for Proposal (RFP) indicates the following tasks; italicized tasks have been added by Far Western:

- **Task 1.0: Project Initiation and Kick-Off Meeting**
 - 1.1: Initiate Project
 - 1.2: Establish Project Schedule
- **Task 2.0: Prepare Cultural Resources Monitoring Plan**
 - 2.1: Cultural Resources Monitoring Plan (Draft and Final)
 - *Cal OES, Lake County, and Middletown Rancheria—Review Draft Monitoring Plan*
- **Task 3.0: Environmental Training**
 - 3.1: Perform Environmental Training
- **Task 4.0: Construction Monitoring and Avoidance**
 - 4.1: Avoidance Measures
 - 4.2: Construction Monitoring
- **Task 5.0: Final Cultural Resources Monitoring Plan Implementation Report**
 - 5.1: Final Report
 - *Cal OES, Lake County, and Middletown Rancheria—Review Draft Cultural Resources Monitoring Plan Implementation Report*

Management of this project will be limited to Far Western Project Manager Barb Siskin, M.A.—who has extensive experience in cultural resources management and FEMA-funded projects—and Principal Investigator Cassidy DeBaker, M.A.—who has a demonstrated history of working with California Native American Tribes. With a clear understanding of the project and needs, these two will direct all communications between the County and Far Western staff, and ensure the timely submission of all deliverables.

Task 1: Project Initiation and Kick-Off Meeting

Immediately upon receipt of a fully executed contract and notice to proceed from the County, Far Western will coordinate and work with the County, Native American Tribes, Cal OES, and other project stakeholders to establish a schedule for meeting with all concerned personnel at the Lake County Department of Public Works or Cal OES office to undertake a project kick-off meeting. Far Western would also offer to host the meeting at its Davis Headquarters. Ms. DeBaker, proposed Principal Investigator for the project, would attend this meeting, share any cultural resources information about the project area, and ensure that all Tribal concerns are acknowledged and documented to aid in preparation of the Cultural Resources Monitoring Plan. Minutes of the meeting submitted to attendees within one week.

Also within one week of the meeting, based on the gathered information, Far Western shall prepare a project schedule for each task outlined in the RFP. This project schedule will also include presumed commencement of construction. Any scheduling conflicts, either by Far Western or County, will be documented immediately with the County, with an amended schedule will be submitted within two days of the proposed change.

Task 2: Prepare Cultural Resources Monitoring Plan

In August 2018, FEMA submitted a Record of Environmental Consideration for the subject project, documenting its consultation with the California State Historic Preservation Office (SHPO) for the project noting that no historic properties will be affected; however, the project will impact previously undisturbed soils with the potential to encounter cultural resources. SHPO concurred with these findings on July 18, 2018, with the following provisions:

- Project requires monitoring by an archaeologist who meets the Secretary of the Interior's Professional Qualifications;
- Preparation of a Cultural Resources Monitoring Plan outlining monitoring procedures that will be developed in consultation with the Middletown Rancheria, which will include Environmental (Cultural Resources) Awareness Training for construction personnel, an unexpected/late discovery plan, and site avoidance flagging prior to construction; and
- Documentation of monitoring results—report to be reviewed by the Middletown Rancheria and FEMA.

Far Western will also request a copy of Tetra Tech's 2018 cultural resources investigation report of the project along with all associated site records.

If cultural resources or human remains are identified during monitoring of construction activities—after stopping all work and consulting with FEMA and the County—it may be necessary to implement the agreed-upon actions identified in the Section 106 Programmatic Agreement among FEMA, SHPO, and Cal OES. Any testing and/or data recovery actions are outside of this scope and cost estimate.

Given the importance of the region to the Middletown Rancheria, communications with the Tribe will be ongoing to ensure that all concerns are incorporated into the Cultural Resources

Monitoring Plan. The Plan will describe the proposed project, cultural concerns (including the Middletown Rancheria's Areas of Religious and Cultural Significance and the five recorded archaeological resources), and detail procedures for appropriate actions should cultural deposits or human remains be identified.

This Plan will be reviewed by the County, Middletown Rancheria, and Cal OES. Implementation of monitoring procedures will not occur until all parties had approved the document.

Task 3: Environmental Training

Far Western staff regularly performs pre-construction training for construction personnel. As part of the proposed project, Far Western will prepare a brief awareness brochure documenting the types of cultural resources that construction crews may encounter, proper procedures for when artifacts and/or human remains are found, and state and federal laws governing archaeological finds. Far Western regularly incorporates example artifacts and skeletal models for in-depth training. This training can be performed on the first day of planned construction or in advance.

Task 4: Construction Monitoring and Avoidance

It is assumed that Tetra Tech's (2018) report details the locations of the five previously recorded archaeological resources and the areas identified by the Middletown Rancheria as Areas of Religious/Cultural Significance; or, that the Middletown Rancheria will provide locations for those areas of concern during the project kick-off meeting or in a separate, confidential meeting among the archaeological personnel if the Tribe does not want to provide this information to a broader audience.

Two weeks prior to the start of construction, Far Western will send a crew to the project area to flag the full boundaries of the Areas of Concern/sites. The flagging color will be determined during the kick-off meeting so as not to conflict with any on-the-ground markers used/needed by construction personnel. Exclusionary safety fencing will only be used to block access to resources that are within the proposed project location's Area of Direct Impact.

Based on the information provided in the RFP, Far Western assumes that 384 field-monitoring hours are required for this project—two eight-hour monitoring days per each of the 24 locations of concern. It is also assumed that monitoring activities will be conducted consecutively to avoid unnecessary travel and hotel costs. Any changes to the project construction schedule will be communicated to Far Western within at least 24 hour's notice.

Per RFP Addendum No. 1, the County will handle all scheduling and contracting of a monitor from the Middletown Rancheria.

Task 5: Final Cultural Resources Monitoring Plan Implementation Report

A Cultural Resources Monitoring Plan Implementation Report will be prepared that details monitoring and documents any findings. The scope and scale of this report will depend on the



results. Minimally the report will describe the monitoring and the results of monitoring. If significant archaeological resources are identified then the report will include detailed background and research design sections along with the results of various analyses (dietary bone and shell identification, stone tool analysis, radiocarbon dating, etc.) and research sections that meet the standards for “realizing data potential” under Section 106 of the National Historic Preservation Act (Section 106) and CEQA mitigation guidelines. The attached cost proposal assumes that monitoring will occur, but that no significant archaeological resources will be identified. In addition, Far Western assumes updating DPR records for only the five previously recorded resources.

The draft report will be submitted the County, Middletown Rancheria, and Cal OES for review and comment prior to finalization.

Firm Qualifications and Client References

Firm Qualifications

Far Western is a cultural resources management firm specializing in prehistoric and geoarchaeological studies throughout California and the Great Basin. Founded in 1979, Far Western is led by its executive management team of nine archaeologists and one GIS specialist, each renowned in their respective fields and who take an active participation in all Company projects. Far Western works with a variety of federal, state, and local agencies and private entities. Known for its innovative solutions to unique, and often difficult, environmental compliance issues, Far Western provides the full range of cultural resources management services, including simple records searches/constraints assessments, inventory of small- and large-scale projects, more extensive Phase II site eligibility evaluations, and Phase III data recovery/mitigation excavations. Far Western provides the expertise of 34 Ph.D.- and M.A.-level archaeologists; a five-person geoarchaeological department, which has modeled buried site sensitivity for 80 percent of California; a GIS Department with eight dedicated GIS analysts for all forms of project mapping; and a production team that focuses on quality control and staying on schedule.

The main office of Far Western is located at 2727 Del Rio Place, Davis, California. The 8,400-square-foot facility contains nearly 60 computer work stations, two lab/processing areas, a dedicated report Production/Graphics Department, a committed GIS Department, 600- and 840-square-foot storage and secure curation areas, and a 6,000-volume library of technical reports, reference works, and professional journals.

The lab includes lay-out tables, a processing sink, storage racks, flotation equipment, electronic scales, and calipers capable of direct entry into computer databases. A 70-power magnification microscope and a digital scale accurate to 0.1 milligram are key features of the flotation laboratory.

Far Western possesses the equipment and vehicles capable of meeting the needs of several concurrent field investigations, including two- and four-wheel drive trucks and passenger vehicles, cellular phones, iPads, transits, theodolite, portable x-ray fluorescence machine for



obsidian sourcing, and wet- and dry-screen equipment. Additional office, laboratory, and field equipment is contained in Far Western's Sausalito, California, and Carson City and Henderson, Nevada offices.

Far Western has completed numerous archaeological projects for public and private clients throughout northern California. These tasks range from large, multi-phased projects to smaller, single-site excavations. All projects have been completed to satisfy the requirements of either CEQA or Section 106. Not confined to simply the technical requirements of cultural resource management, Far Western has also developed management plans, research designs, and public outreach/interpretive projects throughout California.

Far Western has been involved in numerous large-scale monitoring efforts over the years, which have included fielding multiple crews; direct, on-the-go communications with federal and state agencies to make management recommendations; and analysis of large quantities of constantly changing data. Recent examples include monitoring during construction of the Ruby Pipeline project that involved construction of a 42-inch natural gas pipeline across Nevada, which included up to 120 field personnel. Far Western is also currently supporting dust mitigation activities at Owens Lake, California, for the Los Angeles Department of Water and Power. Far Western also regularly supports the California Department of Transportation (Caltrans) and Pacific Gas & Electric Company (PG&E) in numerous projects through the state, providing cultural awareness training and monitoring.

Firm References

Second Street Improvement and Sewer Replacement Project | San Francisco, California

Work Type: Construction of Sewer Main and Sidewalk Improvements

Reference: Peter Choi, TRC Solutions, Inc., (415) 644-3043

Period of Performance: 2017 - Ongoing

Construction Cost: Unknown

Archaeological Services Rendered: \$84,942

On behalf of the San Francisco Department of Public Works (SFDPW), Far Western prepared an Archaeological Monitoring Plan for the Second Street Improvement and Sewer Replacement Project in San Francisco, California, to aid in CEQA compliance. SFDPW proposed constructing bike lanes, street repaving, tree planting, and other infrastructure upgrades, including replacing or improving water, sewer, and electrical facilities along Second Street between Market and King Streets. Construction impacted surface facilities and involved subsurface disturbances up to 25 feet below ground. A Preliminary Archaeological Review by the San Francisco Planning Department concluded that there was a reasonable potential for archaeological resources that required development and implementation of an archaeological monitoring plan. Based on internal sensitivity modeling, Far Western's monitoring plan recommend monitoring for initial ground-disturbing activities within the project footprint. Monitoring for the project is currently ongoing.



PG&E Line 109 4A Pipeline Replacement Project | San Mateo, California

Work Type: Replacement of Natural Gas Pipeline

Reference: Kimberly Cuevas, Pacific Gas & Electric Company, (925) 407-6751

Period of Performance: 2018

Construction Cost: Unknown

Archaeological Services Rendered: \$116,917

PG&E contracted Far Western to develop a Section 106/CEQA-compliant Archaeological Monitoring Plan for their Line 109 Cañada Road Pipeline Replacement Project in San Mateo County, California. The San Francisco Planning Department served as the lead agency for the project because the existing and replacement Line 109 4A Cañada Road Pipeline segment is located on land administered by the San Francisco Public Utilities Commission. Far Western's monitoring strategy for the project was based on modeling from data on previously identified sites, and included construction crew training and monitoring of initial ground disturbance (to up to one foot deep) in areas of moderate to high sensitivity for surface sites and during all excavation that would disturb previously unexcavated soils in areas of moderate to high sensitivity for buried sites. As there are no known prehistoric resources within the project area, a Native American monitor was not included in this plan. Far Western successfully conducted full-time monitoring of project activities. Monitors were responsible for consulting with the construction supervisor to determine ongoing and upcoming construction activities, examining soils being excavated, and documenting any cultural materials encountered. Monitors completed daily logs supplemented with photographs to document activities and finds. No previously recorded cultural resources were impacted by project activities and no significant finds were made during monitoring.

Davis Surface Water Pipeline Project | Davis, California

Work Type: Water Pipeline Construction

Reference: Steve Hanak, Ghilotti Construction, (707) 585-1221

Period of Performance: 2015-2017

Construction Cost: Unknown

Archaeological Services Rendered: \$101,964

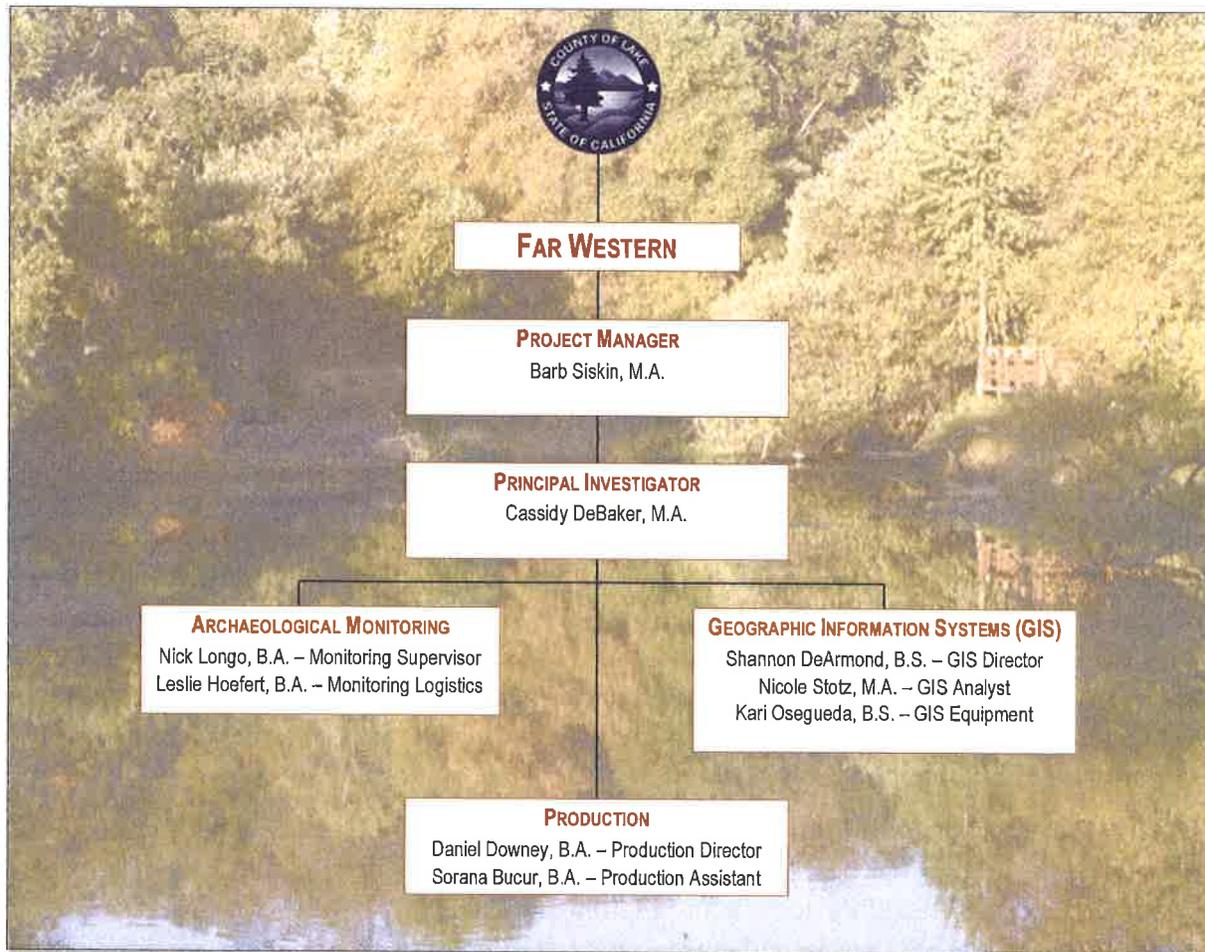
In support of the Surface Water Pipeline Project in Davis, California, Ghilotti Construction Company contracted Far Western to provide archaeological monitoring for all project-related ground-disturbing activities and to subcontract a representative from the Yoche-Dehe Wintun Nation while work occurred in the vicinity of a previously recorded archaeological deposit, P-57-00108 (CA-YOL-133). All excavation into previously undisturbed areas was monitored and daily monitoring logs were completed. No archaeological deposits were identified as part of this project. The only cultural resource identified was a historic-era, board-form concrete culvert, which was recorded on a Department of Parks and Recreation (DPR) 523A form, however no further action was taken because it is unlikely to be eligible for listing on the California Register of Historical Resources.

Staffing Organization and Qualifications

Far Western prides itself on the collaborative nature of its working environment. Personnel assigned to any project have a very hands-on approach, with a free flow of ideas between

management, technicians, and staff. Figure 1 below identifies Far Western’s proposed staff organization for this project.

Figure 1. Organization Chart.



Staffing Organization

The proposed Project Manager will administer all aspects of the contract. The Principal Investigator will be responsible for understanding and establishing research goals. This project will also identify the necessary archaeological and GIS technicians needed to complete the bulk of the fieldwork and mapping requirements. Production staff are present to ensure quality control for both report editing and print production. An excellent administrative staff aids in the smooth running of logistical coordination and general office needs.

Staff Qualifications

Barb Siskin, M.A.

Role: Project Manager

As chief supervisor for the contract, will maintain communication with all relevant parties, oversee quality control, keep the project on schedule and in adherence to budget, and ensure that all research and management goals are met.

Ms. Siskin has more than twenty-four years of experience in archaeology and cultural resources management throughout California and Nevada. Ms. Siskin serves as the project manager and principal investigator for prehistoric and historical archaeological, as well as multidisciplinary compliance projects. Ms. Siskin has been managing large-scale, complex regulatory projects, which include surveys, prehistoric and ethnographic background research, archaeological identification, evaluation, and mitigation, as well as large scale monitoring efforts in compliance with Section 106, NEPA, and CEQA for clients in both the public and private sectors. Ms. Siskin has experience preparing and implementing Historic Properties Management Plans, Memoranda of Agreements, developing resolution of adverse effects to National Register of Historic Places (National Register)-listed and eligible resources and working with Native American representatives and groups and on projects throughout California and Nevada. She also has experience with FEMA during disaster/recovery response projects, most recently for the Tubbs, Atlas, and Redwood wildfires. Ms. Siskin also worked with the Calaveras County Water District and FEMA for a proposed wastewater treatment plant project that would affect a prehistoric archaeological resource. As part of this project, she prepared a Historic Properties Treatment Plan, which developed mitigation and avoidance measures, and an Archaeological Treatment and Monitoring Plan that adhered to the project's Programmatic Agreement.

Ms. Siskin has been working closely with Native American Tribal groups on all types of cultural resources investigations including complex regulatory projects and the treatment of human remains. Ms. Siskin's long-term relationships with Tribal groups have resulted in meaningful collaboration, successful formal consultation, and projects that are implemented successfully based on trust and transparent coordination among stakeholders including Tribal members, agencies, clients, and cultural resources specialists.

Prior experience working in Lake County includes:

- **Remediation of the Sulphur Bank Mercury Mine Project, Lake County.** Project involved archaeological testing investigation, which resulted in the identification of a National Register-eligible prehistoric archaeological site. Prepared and successfully executed a Historic Properties Treatment Plan and Memorandum of Agreement among the Elem Pomo Tribe, Environmental Protection Agency (EPA), and SHPO. Project also involved several months of construction monitoring during the construction phase, ongoing coordination with the EPA and the Elem Pomo Tribal monitors.
- **Atlas, Redwood, and Lake County Fires.** Managed project and ensured compliance with the United States Army Corps of Engineers requirements in relationship to Section 106 and avoiding impacts to historic properties. Oversaw several months of monitoring that occurred seven days per week and required daily communication with the client, Tribal groups, and archaeological monitors.



Cassidy DeBaker, M.A.

Role: Principal Investigator

As the lead investigator for this project, Ms. DeBaker will be responsible for the day-to-day management of the project, determining the time necessary for fieldwork, processing, analysis, and interpretive reporting. She will confer with the Project Manager and field crew throughout the project, oversee analyses and data interpretation, and contribute to the bulk of report write-up. She will also be responsible for quality control/assurance in conjunction with the Project Manager.

Ms. DeBaker is Principal Investigator, Project Manager, and Historical Archaeologist. She graduated from University of Oregon in 2001 with a degree in Archaeology and Environmental Studies. She received her Master's in Cultural Resources Management from Sonoma State University in 2012. She has been working in cultural resources management for more than sixteen years as a professional archaeologist, with research, fieldwork, and analysis focused in Northern and Central California. Her project management and compliance experience extend across her work with federal, state and local governments, utilities, and private developers, and encompass a broad range of cultural resources investigations, including cultural landscape reports, archaeological sensitivity assessments, Section 106 and CEQA inventory and evaluation reports, and historic research designs. Her regulatory expertise in compliance with Section 106, NEPA, and CEQA applies to both large- and small-scale projects, specifically with Caltrans Standard Environmental Regulations Vol. 2 and the 2014 Programmatic Agreement, and Local Assistance programs, San Francisco Planning Department, PG&E, and California State Parks.

Ms. DeBaker has worked on numerous FEMA-supported disaster/recovery projects, including the recent Tubbs, Nuns, and Pocket wildfires. As part of these efforts, she worked with PG&E to avoid and minimize impacts to cultural resources during restoration activities. She oversaw several months of monitoring and field survey that required daily communication with the client, Tribal groups, and archaeological monitors. These projects required the review of records search data, assessment of impacts to resources within the PG&E assets corridor, the establishment of environmentally sensitive areas, and detailed site updates, including the preparation of DPR forms and maps.

Project Schedule/Work Plan

It is anticipated that 904-person hours are required to complete the archaeological inventory and Native American consultation for the proposed multi-use path project, see Figure 2 below.

Figure 2. Anticipated Project Hours.

CONTRACT TASKS	HOURS
Task 1.0: Project Initiation and Kick-Off Meeting	64
0.0. General Project Management	26
1.1: Initiate Project	20
1.2: Establish Project Schedule	18
Task 2.0: Prepare Cultural Resources Monitoring Plan	56
2.1: Cultural Resources Monitoring Plan	56
Task 3.0: Environmental Training	18
3.1: Perform Environmental Training	18
Task 4.0: Construction Monitoring and Avoidance	598
4.1: Avoidance Measures	80
4.2: Construction Monitoring	518
Task 5.0: Final Cultural Resources Monitoring Plan Implementation Report	168
5.1: Final Report	168



Appendix A: Key Personnel Resumes

Barb Siskin, M.A. – Project Manager
Cassidy DeBaker, M.A. – Principal Investigator

Barb Siskin

CURRENT POSITION

2018–Present *Principal*. Far Western Anthropological Research Group, Inc.

2018-Present *Principal Investigator*. Far Western Anthropological Research Group, Inc.

EDUCATION

1998 M.A. in Cultural Resources Management, Sonoma State University, Rohnert Park, California.

1992 B.A. in Anthropology, Tulane University, New Orleans, Louisiana.

PROFESSIONAL ORGANIZATIONS

- Society for American Archaeology
- Society for California Archaeology
- Register of Professional Archaeologists - #28686390

PROFESSIONAL EXPERIENCE (SELECTED)

Disaster Recovery Response—FEMA Funding

2017-2018 *Project Manager and Principal Investigator*. Garcia and Associates. Archaeological Compliance with USACE/Section 106, Tetra Tech. Siskin managed this project and ensured compliance with the United States Army Corps of Engineers requirements in relationship to Section 106 and avoiding impacts to historic properties. Siskin oversaw several months of monitoring that occurred seven days per week and required daily communication with the client, tribal groups, and archaeological monitors. This project required intensive level records search as the Northwest Information Center, detailed mapping of project parcels, archaeological resources, and assessment of sensitivity throughout the fire area.

2017-2018 *Project Manager and Principal Investigator*. Garcia and Associates. Tubbs Fire-Archaeological Compliance with USACE/Section 106, AshBritt. Siskin managed this project and ensured compliance with the United States Army Corps of Engineers requirements in relationship to Section 106 and avoiding impacts to historic properties. Siskin oversaw several months of monitoring that occurred seven days per week and required daily communication with the client, tribal groups, and archaeological monitors. This project required intensive level records search as the Northwest Information Center, detailed mapping of project parcels, archaeological resources, and assessment of sensitivity throughout the fire area.

2017-2018 *Project Manager and Principal Investigator*. Garcia and Associates. Atlas and Redwood Fires: Archaeological Compliance with USACE/Section 106, Ceres Environmental. Siskin managed this project and ensured compliance with the United States Army Corps of Engineers requirements in relationship to Section 106 and avoiding impacts to historic properties. Siskin oversaw several months of monitoring that occurred seven days per week and required daily communication with the client, tribal groups, and archaeological monitors. This project required intensive level records search as the Northwest

Information Center, detailed mapping of project parcels, archaeological resources, and assessment of sensitivity throughout the fire area.

2014-2018 *Project Manager and Principal Investigator.* Garcia and Associates. Calaveras County Water District (CCWD), Cultural Resources Compliance for Waste Water Treatment Plant, Valley Springs, Calaveras County, California. Siskin managed this project to assist CCWD in compliance with Section 106, consultation with FEMA and SHPO to address the presence of a documented prehistoric site within the APE for the proposed project. Siskin lead the effort to document the resource, obtain SHPO concurrence regarding the eligibility of the CA-CAL-1180/H and prepare a Historic Properties Treatment Plan to develop mitigation measures and/avoid affects to this significant prehistoric archaeological resource. An Archaeological Treatment and Monitoring Plan was also prepared and test excavations have occurred to mitigate archaeological finds during construction that adhere to the Programmatic Agreement.

Local Government/Utility Districts/Caltrans Local Assistance

2017-2018 *Project Manager and Principal Archaeologist.* Garcia and Associates. Tiburon Hawthorne Utility Underground Project, Tiburon, Marin County, California – Preparation of Caltrans Documentation: Historical Resources Compliance Report (HRCR) and Archaeological Survey Report (ASR). Client: Harris and Associates. Agency Review: Local Assistance Caltrans District 4. Siskin has been managing this CEQA compliance project, the preparation of appropriate Caltrans reports to document the cultural resources investigation, the identification of historical resources, and conducted extensive Native American consultation with the Federated Indians of Graton Rancheria and assisted the City of Tiburon with consultation under AB52.

2017-2018 *Principal Archaeologist.* Garcia and Associates. PG&E: Tiburon Rule A Utility Underground Project, Tiburon, Marin County, California – Preparation of Caltrans Documentation: Historical Resources Compliance Report (HRCR) and Archaeological Survey Report (ASR). Client: Harris and Associates. Agency Review: Local Assistance Caltrans District 4. Siskin has been assisting with oversight for this CEQA compliance project, the preparation of appropriate Caltrans reports to document the cultural resources investigation, the identification of historical resources, and conducted extensive Native American consultation with the Federated Indians of Graton Rancheria and assisted the City of Tiburon with consultation under AB52. An Extended Phase I Proposal is currently in preparation to complete to the identification of historical resources within the Project Area Limits.

2010-2013 *Project Manager, Principal Investigator.* Garcia and Associates. Archaeological Investigation for the Bureau of Indian Affairs Road 120 Waste Removal Action, Section 106 Compliance for Remediation of the Sulphur Bank Mercury Mine, Lake County, CA. Client: ITSI, Inc. Agency Review: Environmental Protection Agency. This project involved archaeological testing investigation, which resulted in the identification of a NRHP eligible prehistoric archaeological site. Siskin prepared and successfully executed a Historic Properties Treatment Plan and Memorandum of agreement between the Elem Pomo Tribe, EPA, and CA SHPO. Siskin was responsible for all SHPO and Tribal consultation and preparation of all Section 106 compliance documents. This project also involved several months of construction monitoring during the construction phase, ongoing coordination with the EPA and the Elem Pomo tribal monitors. This investigation required in depth prehistoric artifact analysis and interpretive analysis. The data recovery report was submitted on time and within budget.

Cassidy DeBaker

CURRENT POSITION

2018–Present *Principal Investigator and Project Manager.* Far Western Anthropological Research Group, Inc.

EDUCATION

2012 M.A. in Cultural Resources Management, Sonoma State University, Rohnert Park

2001 B.A. in Archaeology, University of Oregon, Eugene.

PROFESSIONAL ORGANIZATIONS

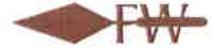
- Society for California Archaeology
- Society for Historical Archaeology
- California Mission Foundation
- Register of Professional Archaeologists

PROFESSIONAL EXPERIENCE (SELECTED)

- 2017-2018 *Senior Archaeologist.* Garcia and Associates. Tubbs, Nuns, and Pocket Fire-Archaeological Site Impact Assessment, Emergency Fire Response, PG&E. DeBaker oversaw the cultural resources efforts to ensure compliance with PG&E requests to avoid and minimize impacts to cultural resources during restoration activities. DeBaker oversaw several months of monitoring and field survey that required daily communication with the client, tribal groups, and archaeological monitors. This project required the review of an intensive level records search as the Northwest Information Center, the assessment of impacts to resources within the PG&E assets corridor, the establishment of environmentally sensitive areas, and detailed site updates, including the preparation of DPR forms and maps.
- 2017-2018 *Senior Archaeologist.* Garcia and Associates. Tiburon Hawthorne Utility Underground Project, Tiburon, Marin County, California – Preparation of Caltrans Documentation: Historical Resources Compliance Report (HRCR) and Archaeological Survey Report (ASR). Client: Harris and Associates. Agency Review: Local Assistance Caltrans District 4. DeBaker oversaw the CEQA compliance project, the preparation of appropriate Caltrans reports to document the cultural resources investigation, the identification of historical resources, and conducted extensive Native American consultation with the Federated Indians of Graton Rancheria.
- 2015 *Senior Archaeologist.* Garcia and Associates. Cultural Resources Management Report for the Union Valley Reservoir Bike Trail Extension Project, El Dorado County, California. Client: EN2 on behalf of SMUD. DeBaker prepared a Section 106 Cultural Resources Management Report at the request of EN2 for the final trail route for the Union Valley Reservoir Bike Trail Extension Project. The Project is located on properties, which are owned by SMUD and ENF. This Project was completed in compliance with Section 106 of the NHPA and its implementing regulations, 36 CFR 800. The study included the methods and results of the literature review, pedestrian survey, records search, and consultation ENF archaeologist. Resources were recorded adjacent to the Area of

Potential Effects (APE). DeBaker developed protection measures in accordance with the UARP Historic Property Management Plan (HPMP) to ensure the avoidance of these resources during project construction and submitted a Cultural Resources Management Report and prepared Department of Parks and Recreation forms (DPR 523).

- 2015-2018 *Senior Archaeologist*. Garcia and Associates. Interstate 80/Gilman Street Interchange Improvement Project, City of Berkeley, Alameda County, California. Client: Parsons. Agency Review: Alameda County Transportation Commission and Caltrans District 4. 2015- 2018. This project conducted for Alameda County Transportation Commission (ACTC) involved compliance with Section 106 of the National Historic Preservation Act, 36 Code of Federal Regulations 800, and was reviewed by Caltrans District 4. Within the Area of Potential Effects, DeBaker contributed to the evaluation of a a historic period archaeological deposit, and a buried prehistoric archaeological deposit. Documentation required extensive background research to meet Caltrans Standard Environmental Regulations and Section 106 compliance.
- 2013-2018 *Senior Archaeologist*. Garcia and Associates. Tolay Lake Regional Park Master Plan, Petaluma, Sonoma County, CA. Prepared the cultural resources section of the Master Plan for this Sonoma County Regional Park. This work consisted of meetings with the Park personnel, tribal representatives from the Federated Indians of the Graton Rancheria (FIGR), and other Master Plan technical experts. This work required a strong understanding of the diverse and abundant documented archaeological resources, and close coordination with Park staff and members of FIGR sacred sites committee.
- 2011-2016 *Senior Archaeologist*. Garcia and Associates. Sonoma Marin Area Rail Transit (SMART) Project, Sonoma and Marin Counties. Prepared archaeological and architectural inventory report and the Supplemental Environmental Impact Report for CEQA compliance. Compliance with NEPA and Section 106 is currently underway for the entire 70-mile project alignment, which involves extensive involvement with the Federated Indians of the Graton Rancheria, SHPO, and analysis of archaeological and architectural sites throughout the corridor, as well as sensitivity for the presence of additional sites. Section 106 compliance conducting inventory and evaluation reports for various portions subject to United States Army Corps of Engineers permitting and developing complex and mitigation for adverse effects to NRHP eligible historic properties. DeBaker oversaw the three-year monitoring program, including the submittal of multiple technical reports.
- 2011-2017 *Senior Archaeologist*. Garcia and Associates. Presidio Parkway, Presidio National Historic Landmark District, San Francisco, CA. Client: HNTB/Flatiron. Agency Review: Caltrans District 4/Presidio Trust. For Phase II of construction for the Presidio Parkway/Doyle Drive project, DeBaker lead the cultural resources monitoring program and conducted archaeological testing for compliance for Section 106, Caltrans, and in coordination with the Presidio Trust, ensuring compliance with the Archaeological Treatment Plan and Programmatic Agreement for this project. This investigation resulted in the identification of an archaeological resource considered to be a contributor to the Landmark, requiring complicated excavation techniques, broad areal exposure of an archaeological deposit, analysis, and reporting. In addition, this project required long-term construction monitoring efforts for more than three years of construction, with up to three full time monitors on site practicing stringent reporting requirements. All tasks required coordination with the treatment oversight panel including lead cultural resources managers with the Presidio Trust, Caltrans, and the National Park Service (NPS), and the San Francisco County Transportation Authority, as well as close coordination with the construction contractors, engineers.



Appendix B: Proposed Fee and Cost Proposal (Exhibit 10-H1)

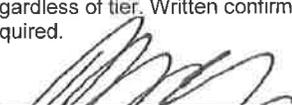
See enclosed sealed envelope.



Appendix C: 10-01 Consultant Proposal DBE Commitment

EXHIBIT 10-O1 CONSULTANT PROPOSAL DBE COMMITMENT

1. Local Agency: County of Lake 2. Contract DBE Goal: 0%
 3. Project Description: Archaeological Services for FEMA FMAG Culvert Replacement Projects
 4. Project Location: Various Locations within the Valley Fire burn area
 5. Consultant's Name: Far Western Anthropological Research Group, Inc. 6. Prime Certified DBE:

7. Description of Work, Service, or Materials Supplied	8. DBE Certification Number	9. DBE Contact Information	10. DBE %
Local Agency to Complete this Section			11. TOTAL CLAIMED DBE PARTICIPATION %
17. Local Agency Contract Number: <u>N/A</u> 18. Federal-Aid Project Number: <u>FEMA-5093-FM-CA & 5112-FM--CA</u> 19. Proposed Contract Execution Date: _____	IMPORTANT: Identify all DBE firms being claimed for credit, regardless of tier. Written confirmation of each listed DBE is required.		
Local Agency certifies that all DBE certifications are valid and information on this form is complete and accurate.			2/20/2019
20. Local Agency Representative's Signature _____	21. Date _____	12. Preparer's Signature <u>Barb Siskin</u>	13. Date <u>(415) 413-1450</u>
22. Local Agency Representative's Name _____	23. Phone _____	14. Preparer's Name <u>Principal</u>	15. Phone _____
24. Local Agency Representative's Title _____	16. Preparer's Title _____		

DISTRIBUTION: Original – Included with consultant's proposal to local agency.

ADA Notice: For individuals with sensory disabilities, this document is available in alternate formats. For information call (916) 654-6410 or TDD (916) 654-3880 or write Records and Forms Management, 1120 N Street, MS-89, Sacramento, CA 95814.



Appendix D: 10-Q Disclosure of Lobbying Activities

EXHIBIT 10-Q DISCLOSURE OF LOBBYING ACTIVITIES

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

<p>1. Type of Federal Action:</p> <p><input type="checkbox"/> a. contract <input type="checkbox"/> b. grant <input type="checkbox"/> c. cooperative agreement <input type="checkbox"/> d. loan <input type="checkbox"/> e. loan guarantee <input type="checkbox"/> f. loan insurance</p>	<p>2. Status of Federal Action:</p> <p><input type="checkbox"/> a. bid/offer/application <input type="checkbox"/> b. initial award <input type="checkbox"/> c. post-award</p>	<p>3. Report Type:</p> <p><input type="checkbox"/> a. initial <input type="checkbox"/> b. material change</p> <p>For Material Change Only: year ____ quarter ____ date of last report _____</p>
<p>4. Name and Address of Reporting Entity</p> <p><input type="checkbox"/> Prime <input type="checkbox"/> Subawardee Tier _____, if known</p> <p>Congressional District, if known _____</p>	<p>5. If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of Prime:</p> <p>Congressional District, if known _____</p>	
<p>6. Federal Department/Agency:</p>	<p>7. Federal Program Name/Description:</p> <p>CFDA Number, if applicable _____</p>	
<p>8. Federal Action Number, if known:</p>	<p>9. Award Amount, if known:</p>	
<p>10. Name and Address of Lobby Entity (If individual, last name, first name, MI)</p>	<p>11. Individuals Performing Services (including address if different from No. 10) (last name, first name, MI)</p>	
(attach Continuation Sheet(s) if necessary)		
<p>12. Amount of Payment (check all that apply)</p> <p>\$ _____ <input type="checkbox"/> actual <input type="checkbox"/> planned</p>	<p>14. Type of Payment (check all that apply)</p> <p><input type="checkbox"/> a. retainer <input type="checkbox"/> b. one-time fee <input type="checkbox"/> c. commission <input type="checkbox"/> d. contingent fee <input type="checkbox"/> e. deferred <input type="checkbox"/> f. other, specify _____</p>	
<p>13. Form of Payment (check all that apply):</p> <p><input type="checkbox"/> a. cash <input type="checkbox"/> b. in-kind; specify: nature _____ Value _____</p>		
<p>15. Brief Description of Services Performed or to be performed and Date(s) of Service, including officer(s), employee(s), or member(s) contacted, for Payment Indicated in Item 12:</p> <p>(attach Continuation Sheet(s) if necessary)</p>		
<p>16. Continuation Sheet(s) attached: Yes <input type="checkbox"/> No <input type="checkbox"/></p>		
<p>17. Information requested through this form is authorized by Title 31 U.S.C. Section 1352. This disclosure of lobbying reliance was placed by the tier above when his transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to Congress semiannually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.</p>		<p>Signature: </p> <p>Print Name: <u>Barb Siskin</u></p> <p>Title: <u>Principal</u></p> <p>Telephone No.: <u>415-413-1450</u> Date: <u>2/20/2019</u></p>
<p>Authorized for Local Reproduction Standard Form - LLL</p>		
<p>Federal Use Only:</p>		

Standard Form LLL Rev. 04-28-06

EXHIBIT 10-H1 SAMPLE COST PROPOSAL Page 1 of 3
ACTUAL COST-PLUS-FIXED FEE OR LUMP SUM (FIRM FIXED PRICE) CONTRACTS
(DESIGN, ENGINEERING, AND ENVIRONMENTAL STUDIES)

Note: Mark-ups are Not Allowed

Prime Consultant Subconsultant 2nd Tier Subconsultant

Subconsultant Far Western Anthropological Research Group, Inc.

Project No. FEMA FMAG Culvert Replacement

Contract No. _____ Date Feb. 20, 2019

DIRECT LABOR

Classification/Title	Name	Hours	Actual Hourly Rate	Total
Project Manager	Siskin, Barb	8	\$ 63.00	\$ 504.00
Principal Investigator	DeBaker, Cassidy	158	\$ 49.00	\$ 7,742.00
GIS Supervisor	DeArmond, Shannon	4	\$ 40.00	\$ 160.00
GIS Analyst	Stotz, Nicole	62	\$ 26.26	\$ 1,628.12
Production Supervisor	Downey, Daniel	8	\$ 43.26	\$ 346.08
Production Assistant	Pardee, Michael	22	\$ 25.00	\$ 550.00
Production Assistant	Bucur, Sorana	12	\$ 25.00	\$ 300.00
Staff Archaeologist	Davis, Kathy	24	\$ 27.00	\$ 648.00
Staff Archaeologist	McWaters, Joshua	44	\$ 27.00	\$ 1,188.00
Construction Monitoring Supervisor	Longo, Nick	36	\$ 25.00	\$ 900.00
Staff Archaeologist	Maybe, Michele	40	\$ 24.00	\$ 960.00
Staff Archaeologist	Hoefert, Leslie	40	\$ 21.64	\$ 865.60
Archaeological Monitor	TBD	434	\$ 21.25	\$ 9,222.50
Asst Financial Analyst	Lopez, Estrella	4	\$ 27.00	\$ 108.00
Contract Administrator	Collier, Jennifer	8	\$ 34.00	\$ 272.00

LABOR COSTS

a) Subtotal Direct Labor Costs \$ 25,394.30
 b) Anticipated Salary Increases (see page 2 for sample) \$ 0.00
c) TOTAL DIRECT LABOR COSTS [(a) + (b)] \$ 25,394.30

FRINGE BENEFITS

d) Fringe Benefits Rate: 57.76% **e) TOTAL FRINGE BENEFITS**
[(c) x (d)] \$ 14,667.75

INDIRECT COSTS

f) Overhead Rate: 25.20% g) Overhead [(c) x (f)] \$ 6,399.36
 h) General and Administrative Rate: 35.91% i) Gen & Admin [(c) x (h)] \$ 9,119.09
j) TOTAL INDIRECT COSTS [(e) + (g) + (i)] \$ 30,186.20

FIXED FEE

k) TOTAL FIXED PROFIT [(c) + (j) x fixed fee 10.00%] \$ 5,558.05

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

Description of Item	Quantity	Unit	Unit Cost	Total
Per Diem (Motel)	66	Nightly	\$99.00	\$ 6,534.00
Meals/Incidentals	58	Daily	\$46.00	\$ 2,668.00
Mileage	820	Mile	\$0.58	\$ 475.60
Vehicle Rental	10	Week	\$415.00	\$ 4,150.00
Gasoline	--	At Cost	--	\$ 275.00
Reproduction	--	At Cost	--	\$ 265.00
Miscellaneous	--	At Cost	--	\$ 250.00
l) TOTAL OTHER DIRECT COSTS				\$ 14,617.60

m) SUBCONSULTANT'S COSTS (Add additional pages if necessary)

m) TOTAL SUBCONSULTANT'S COSTS \$ -

n) TOTAL OTHER DIRECT COSTS [(l) + (m)] \$ 14,617.60

TOTAL COST [(c) + (j) + (k) + (n)] \$ 75,756.15

NOTES:

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

EXHIBIT 10-H1 COST PROPOSAL Page 2 of 3
ACTUAL COST-PLUS-FIXED FEE OR LUMP SUM (FIRM FIXED PRICE) CONTRACTS
(CALCULATIONS FOR ANTICIPATED SALARY INCREASES)

Subconsultant Far Western Anthropological Research Group, Inc. Contract No. _____

Date Feb. 20, 2019

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

Direct Labor Subtotal per Cost Proposal	Total Hours per Cost Proposal	=	Avg Hourly Rate	5 Year Contract Duration
\$ 25,394.30	904		\$28.09	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	\$28.09	+	0%	=	\$28.09	Year 1 Avg Hourly Rate
Year 2	\$28.09	+	3%	=	\$28.93	Year 2 Avg Hourly Rate
Year 3	\$28.93	+	3%	=	\$29.80	Year 3 Avg Hourly Rate
Year 4	\$29.80	+	3%	=	\$30.70	Year 4 Avg Hourly Rate
Year 5	\$30.70	+	3%	=	\$31.62	Year 5 Avg Hourly Rate

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

	Estimated % Completed Each Year		Total Hours per Cost Proposal		Total Hours per Year	
Year 1	100.00%	*	904.0	=	904.0	Estimated Hours Year 1
Year 2	0.00%	*	904.0	=	0.0	Estimated Hours Year 2
Year 3	0.00%	*	904.0	=	0.0	Estimated Hours Year 3
Year 4	0.00%	*	904.0	=	0.0	Estimated Hours Year 4
Year 5	0.00%	*	904.0	=	0.0	Estimated Hours Year 5
Total	100%		Total	=	904.0	

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

	Avg Hourly Rate (calculated above)		Estimated hours (calculated above)		Cost per Year	
Year 1	\$28.09	*	904	=	\$25,394.30	Estimated Hours Year 1
Year 2	\$28.93	*	0	=	\$0.00	Estimated Hours Year 2
Year 3	\$29.80	*	0	=	\$0.00	Estimated Hours Year 3
Year 4	\$30.70	*	0	=	\$0.00	Estimated Hours Year 4
Year 5	\$31.62	*	0	=	\$0.00	Estimated Hours Year 5
	Total Direct Labor Cost with Escalation			=	\$25,394.30	
	Direct Labor Subtotal before Escalation			=	\$25,394.30	
	Estimated total of Direct Labor Salary Increase			=	\$0.00	Transfer to Page 1

NOTES:

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

EXHIBIT 10-H1 COST PROPOSAL Page 3 of 3

Certification of Direct Costs:

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

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

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

Prime Consultant or Subconsultant Certifying:

Name: Kelly McGuire Title *: Principal/CFO

Signature:  Date of Certification (mm/dd/yyyy): Feb. 20, 2019

Email: kelly@farwestern.com Phone Number: (530) 756-3941

Address: 2727 Del Rio Place, Suite A, Davis, California 95618

*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:

<p>Cultural Resources Monitoring Plan, Environmental Training, Archaeological Monitoring, and Cultural Resources Monitoring Plan Implementation Report.</p>
