CALAVERAS COUNCIL OF GOVERNMENTS

AMANDA FOLENDORF
BOARD OF SUPERVISORS
GARY TOFANELLI - VICE CHAIR
BOARD OF SUPERVISORS
MICHAEL CHIMENTE
CITY COUNCIL MEMBER
SCOTT BEHIEL
CITY COUNCIL MEMBER
TREVOR WITTKE
CITIZEN MEMBER
TIM MUETTERTIES - CHAIR
CITIZEN MEMBER
PAT BETTINGER
CITIZEN MEMBER

MELISSA RAGGIO
EXECUTIVE DIRECTOR
ANNE DELL'ORTO
ADMINISTRATIVE SERVICES OFFICER
TYLER PELLAND
TRANSPORTATION PLANNER
ABIGAYLE STEFFES
ADMINISTRATIVE ASSISTANT
MONICA STREETER
LEGAL COUNSEL

November 4, 2026
5:30 PM
Regular Meeting - Agenda

THIS MEETING WILL BE HELD IN THE BOARD OF SUPERVISORS CHAMBERS
891 MOUNTAIN RANCH RD. SAN ANDREAS, CA 95249

To view or participate in the meeting online, please use the following link:

https://us06web.zoom.us/j/84123317640?pwd=L8Yw7B3RwatkcnKRgKBXke76HA8lvg.1

To provide public comment by phone, dial 1 (669) 444-9171 or 1 (253) 205-0468; Access Code 841 2331 7640; Passcode: 961639. Please mute your phones once connected.

If you would like additional information or have questions on how to view or participate in the meeting online, please contact Abby Steffes at admin@calacog.org or at (209) 754-2094 or visit the CCOG website at: https://calacog.org/

THE CALAVERAS TRANSIT AGENCY WILL CONVENE IMMEDIATELY FOLLOWING THE CALAVERAS COUNCIL OF GOVERNMENTS MEETING OR AS DEEMED CONVENIENT BY THE PRESIDING OFFICER.

CALL TO ORDER

PLEDGE OF ALLEGIANCE

CONSENT AGENDA

Consent Agenda Items are expected to be routine and non-controversial, and will be acted upon by the Council at one time without discussion. Any Council Member, Staff Member, or interested parties, may request that an item be removed from the Consent Agenda for further discussion.

1. Approval of the Calaveras Council of Governments Regular Meeting Minutes for October 7, 2026
2. Acceptance of the Calaveras Council of Governments 2027 Meeting Calendar
3. Minute Order Approving an Extension of the Commercial Lease Agreement for the CCOG Office
4. Resolution No. FY 27- 11 Authorizing the Executive Director to Execute the Master Fund Transfer Agreement Amendment No. 1 (MFTA) with Caltrans
5. Resolution No. FY 27-12 Approving Allocation Instructions of Regional Surface Transportation Program (RSTP) Funds to Calaveras County Public Works Department for the Wagon Trail - SR 4

Realignment Phase 1 Project Totaling $1,081,642.08

6. Resolution No. FY 27-13 Approving an Allocation of Local Transportation Funds (LTF) to the County of Calaveras for the Wagon Trail Phase 1 Project totaling $1,587,128.17

7. FY 2026/27 Overall Work Program (OWP) Quarterly Report

8. Correspondence
    a. CCOG Citizen Member Recruitment Flyer

REGULAR AGENDA

9. Public Comment – Five (5) minutes per person. Comments shall be limited to items that are within the subject matter jurisdiction of the Council and not on the posted Agenda; Government Code Section 54954.3(a).

10. Caltrans Report-Verbal Report, No Supplemental Materials Included

11. Local Agency Reports (if present) -Verbal Reports, No Supplemental Materials Included

12. Minute Order Approving the Award of a Professional Services Agreement with Mark Thomas & Company, INC. for the State Route (SR) 49 Southern Gateway Improvement Project

13. Authorize the CCOG Chair to Execute Agreement No. 10-0616 Cooperative Agreement with the California Department of Transportation (Caltrans) for the State Route (SR) 49 Southern Gateway Improvement Project

14. Council Report-Verbal Report, No Supplemental Materials Included

15. Staff Reports-Verbal Report, No Supplemental Materials Included

16. **ADJOURNMENT** - The next scheduled meeting of the CCOG is **December 2, 2026 5:30 P.M.**

If requested, this agenda can be made available in appropriate alternative formats to persons with disabilities, as required by Section 202 of the Americans with Disabilities Act of 1900 and the Federal Rules and Regulations adopted in implementation thereof. Persons seeking an alternative format should contact Anne Dell'Orto at 209-754-2094 for further information. In addition, a person with a disability who requires a modification or accommodation, including auxiliary aids or services, in order to participate in a public meeting, should telephone or otherwise contact CCOG as soon as possible.

CALAVERAS COUNCIL OF GOVERNMENTS

AMANDA FOLENDORF
BOARD OF SUPERVISORS
GARY TOFANELLI - VICE CHAIR
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MICHAEL CHIMENTE
CITY COUNCIL MEMBER
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ADMINISTRATIVE SERVICES OFFICER
TYLER PELLAND
TRANSPORTATION PLANNER
ABIGAYLE STEFFES
ADMINISTRATIVE ASSISTANT
MONICA STREETER
LEGAL COUNSEL

October 7, 2026
5:30 PM
Regular Meeting Minutes

TEL:(209)754-2094

To view or participate in the meeting online, please use the following link:

https://us06web.zoom.us/j/84123317640?pwd=L8Yw7B3RwatkcnKRgKBXke76HA8lvg.1

To provide public comment by phone, dial 1 (669) 444-9171 or 1 (253) 205-0468; Access Code 841 2331 7640; Passcode: 961639. Please mute your phones once connected.

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THE CALAVERAS TRANSIT AGENCY WILL CONVENE IMMEDIATELY FOLLOWING THE CALAVERAS COUNCIL OF GOVERNMENTS MEETING OR AS DEEMED CONVENIENT BY THE PRESIDING OFFICER.

CALL TO ORDER

Attendee Name	Title	Status
Amanda Folendorf	Board of Supervisors	Present
Michael Chimente	City Council Member	Present
Gary Tofanelli	Board of Supervisors	Present
Pat Bettinger	Citizen Member	Present
Scott Behiel	City Council Member	Absent
Tim Muetterties	Citizen Member	Present
Roark Weber	Citizen Member - Alternate	Present

Meeting was called to order at 5:32 P.M. by Chairperson Tim Muetterties.

PLEDGE OF ALLEGIANCE

1. Report Out of Closed Session
   The Council held a Closed Session on September 2, 2026 Pursuant to Government Code section 54957

   Chairperson Tim Muetterties reported out of closed session that there is no reportable action.

CONSENT AGENDA

2. Approval of the Calaveras Council of Governments Regular Meeting Minutes for September 2, 2026

RESULT:	**PASSED [UNANIMOUS]**
MOVER:	Pat Bettinger, Citizen Member
SECONDER:	Roark Weber, Citizen Member - Alternate
AYES:	Amanda Folendorf, Michael Chimente, Gary Tofanelli, Pat Bettinger, Tim Muetterties, Roark Weber
ABSENT:	Scott Behiel

3. Resolution No. FY 27-4 Authorizing the Executive Director to Execute Certifications & Assurances and the Authorization Form for the Low Carbon Transit Operations Program (LCTOP) FY 2025/26 Projects

RESULT:	**PASSED [UNANIMOUS]**
MOVER:	Pat Bettinger, Citizen Member
SECONDER:	Roark Weber, Citizen Member - Alternate
AYES:	Amanda Folendorf, Michael Chimente, Gary Tofanelli, Pat Bettinger, Tim Muetterties, Roark Weber
ABSENT:	Scott Behiel

4. Resolution No. FY 27-5 Approving an Allocation to the County Public Works Department for FY 2025/26 Excess Local Transportation Funds (LTF) for Streets and Roads in the Amount of $287,594.76

RESULT:	**PASSED [UNANIMOUS]**
MOVER:	Pat Bettinger, Citizen Member
SECONDER:	Roark Weber, Citizen Member - Alternate
AYES:	Amanda Folendorf, Michael Chimente, Gary Tofanelli, Pat Bettinger, Tim Muetterties, Roark Weber
ABSENT:	Scott Behiel

5. Resolution No. FY 27-6 Approving FY 2025/26 Excess Local Transportation Funds (LTF) for Streets and Roads Allocation in the Amount of $25,008.24 for the City of Angels

RESULT:	**PASSED [UNANIMOUS]**
MOVER:	Pat Bettinger, Citizen Member
SECONDER:	Roark Weber, Citizen Member - Alternate
AYES:	Amanda Folendorf, Michael Chimente, Gary Tofanelli, Pat Bettinger, Tim Muetterties, Roark Weber
ABSENT:	Scott Behiel

6. Minute Order Authorizing the Executive Director to Execute a No Cost Time Extension with Fehr & Peers for the Travel Demand Model Update

   Melissa Raggio, Executive Director, requested that the item be pulled from the Consent Agenda due to a typographical error in the extension date listed in the contract amendment.

RESULT:	**PASSED [UNANIMOUS]**
MOVER:	Michael Chimente, City Council Member
SECONDER:	Roark Weber, Citizen Member - Alternate
AYES:	Amanda Folendorf, Michael Chimente, Gary Tofanelli, Pat Bettinger, Tim Muetterties, Roark Weber
ABSENT:	Scott Behiel

8. Correspondence
    a. CCOG Citizen Member Recruitment Flyer

RESULT:	**PASSED [UNANIMOUS]**
MOVER:	Pat Bettinger, Citizen Member
SECONDER:	Roark Weber, Citizen Member - Alternate
AYES:	Amanda Folendorf, Michael Chimente, Gary Tofanelli, Pat Bettinger, Tim Muetterties, Roark Weber
ABSENT:	Scott Behiel

REGULAR AGENDA

9. Public Comment – Five (5) minutes per person. Comments shall be limited to items that are within the subject matter jurisdiction of the Council and not on the posted Agenda; Government Code Section 54954.3(a).

    No public comment.

10. Resolution No. FY 27-7 Adopting a Proclamation Recognizing Alvin Broglio for His Service as a City of Angels Camp representative on the Calaveras Council of Governments

    Amanda Folendorf, Board of Supervisors, presented the item
    Council comments and discussion.

RESULT:	**PASSED [UNANIMOUS]**
MOVER:	Michael Chimente, City Council Member
SECONDER:	Gary Tofanelli, Board of Supervisors
AYES:	Amanda Folendorf, Michael Chimente, Gary Tofanelli, Pat Bettinger, Tim Muetterties, Roark Weber
ABSENT:	Scott Behiel

11. Caltrans Report-Verbal Report, No Supplemental Materials Included

    Caleb Brock, Caltrans D10, provided information on current programs and funding opportunities.
    Council questions and comments.

12. Local Agency Reports (if present) -Verbal Reports, No Supplemental Materials Included

    Micah Martin, County Public Works, provided county updates.
    Michael Chimente, City Council Member, asked a question.
    Micah Martin provided an answer.

13. Minute Order Approving the Award of a Professional Services Agreement with Michael Baker

International to conduct Triennial Performance Audits for Calaveras Council of Governments and Calaveras Transit Agency.

Melissa Raggio presented the item.
No Council discussion.

RESULT:	**PASSED [UNANIMOUS]**
MOVER:	Gary Tofanelli, Board of Supervisors
SECONDER:	Pat Bettinger, Citizen Member
AYES:	Amanda Folendorf, Michael Chimente, Gary Tofanelli, Pat Bettinger, Tim Muetterties, Roark Weber
ABSENT:	Scott Behiel

14. Resolutions Approving Allocation Instructions of FY 2026/27 Local Transportation Funds (LTF)

Melissa Raggio presented the item.
Gary Tofanelli, Board of Supervisors, asked Micah Marin for clarification regarding the allocation of funds.
Micah Martin provided an answer.
Melissa Raggio provided additional comments.

RESULT:	**PASSED [UNANIMOUS]**
MOVER:	Gary Tofanelli, Board of Supervisors
SECONDER:	Pat Bettinger, Citizen Member
AYES:	Amanda Folendorf, Michael Chimente, Gary Tofanelli, Pat Bettinger, Tim Muetterties, Roark Weber
ABSENT:	Scott Behiel

15. Resolution No. FY 27-10 Approving Allocation Instructions for FY 2026/27 Regional Surface Transportation Program (RSTP) Totaling $11,416 to Fund the FY 2026/27 Overall Work Program Amendment No. 1

Melissa Raggio presented the item.
No Council discussion.

RESULT:	**PASSED [UNANIMOUS]**
MOVER:	Michael Chimente, City Council Member
SECONDER:	Pat Bettinger, Citizen Member
AYES:	Amanda Folendorf, Michael Chimente, Gary Tofanelli, Pat Bettinger, Tim Muetterties, Roark Weber
ABSENT:	Scott Behiel

16. Council Report-Verbal Report, No Supplemental Materials Included

Supervisor Tofanelli thanked Citizen Member Alternate Roark Weber for attending the meeting.

17. Staff Reports-Verbal Report, No Supplemental Materials Included

Melissa Raggio, Executive Director, announced that the new CCOG website is now live.

18. <u>ADJOURNMENT</u> - The next scheduled meeting of the CCOG is November 4, 2026 5:30 P.M.

Meeting was adjourned at 6:21 P.M. by Chairperson Tim Muetterties.

CALAVERAS COUNCIL OF GOVERNMENTS
2027 Meeting Calendar

Council Meetings

Calaveras Council of Governments (CCOG)
The first (1st) Wednesday of every month at 5:30 p.m.
See below for meeting location information.

January – No Meeting	July – No Meeting
February 3, 2027	August 4, 2027
March 3, 2027	September 1, 2027
April 7, 2027	October 6, 2027
May 5, 2027	November 3, 2027
June 2, 2027	December 1, 2027

Holidays

January 1, 2027 New Year's Day	September 6, 2027 Labor Day
January 18, 2027 Martin Luther King Jr.	October 11, 2027 Columbus Day
February 15, 2027 Presidents' Day	November 11, 2027 Veterans Day
May 31, 2027 Memorial Day	November 25 & 26, 2027 Thanksgiving
June 18, 2027 Juneteenth	December 24 & 25, 2027 Christmas
July 5, 2027 Independence Day	December 31, 2027 New Years Eve

Committee Meetings

Technical Advisor Committee (TAC)
The third (3rd) Wednesday of every month
See below for meeting location information.

January 20, 2027	July 21, 2027
February 17, 2027	August 18, 2027
March 17, 2027	September 15, 2027
April 21, 2027	October 20, 2027
May 19, 2027	November 17, 2027
June 16, 2027	December 15, 2027

Social Service Technical Advisor Committee (SSTAC)
Quarterly
See below for meeting location information.

January 14, 2027	July 15, 2027
April 15, 2027	October 14, 2027

Executive Management Group (EMG)
Quarterly
See below for meeting location information.

February	August
May	November

CCOG Council Meetings are generally held on the first Wednesday of the month at 5:30 p.m. in the Board of Supervisors Chambers located at 891 Mountain Ranch Road in San Andreas, CA.

*Meetings may be held virtually or at an alternate location, please refer to the following link for scheduled meeting locations: https://calacog.org/calendar/

If you have questions regarding scheduled meetings, please feel free to contact the Calaveras Council of Governments at (209) 754-2094. Agendas are posted to the website, www.calacog.org, one (1) week prior to the meeting.

CALAVERAS COUNCIL OF GOVERNMENTS AGENDA SUBMITTAL

Presented by: ***Melissa Raggio, Executive Director***	**Board Meeting Date** November 4, 2026	**Agenda Number** **3**
Minute Order Approving an Extension of the Commercial Lease Agreement for the CCOG Office		
Published Notice Required? No **Public Hearing Required?** No		**Estimated Time:** 0-5
Type of Document: Minute Order **PowerPoint Presentation Included?** No		

Recommendation:
Staff recommends the Council approve an extension to the Commercial Lease Agreement for the CCOG office located at 444 E. Saint Charles St., San Andreas.

Background:
The original Commercial Lease Agreement for office space located at 444 E. Saint Charles St., San Andreas, commenced on August 1, 2010, with an initial five-year term ending July 31, 2015. A lease extension was approved on May 6, 2015 by the CCOG Board for an additional five years, ending July 31, 2020. At the June 3, 2020 Regular meeting the CCOG Board approved an extension for an additional two (2) years, ending July 31, 2022. Then again at the June 2022 meeting the Council approved an extension of two (2) years, ending July 31, 2024. At the March 2024 meeting, the Council approved an additional two (2) year extension, ending July 31, 2026.

In July 2025, ownership of the office building transferred to MRO Land and Property LLC, which honored the existing lease agreement. In June 2026, the lease was extended from August 1, 2026 through December 31, 2026.

The current space occupies 1,370 square feet which includes three offices, reception area, conference room, storage room, and one ADA accessible restroom. The initial base monthly rent was $1,725.00, when the lease commenced in 2010. Annually, in September, the rent is adjusted based on the Consumer Price Index (CPI) for Urban Commercial Space. Currently the monthly rent is $2,355.00 or $1.72 per square foot.

Discussion:
In September, staff met with the Landlord to discuss options for extending the current lease. The existing

facility has been well maintained and has met CCOG's operational needs for more than a decade. The Landlord agreed to amend the Lease to a month-to-month agreement starting January 1, 2027, with no predetermined expiration date. Water and sewer are covered by the Landlord.

Staff recommends that the Council approve an amendment to the Commercial Lease Agreement to establish a month-to-month tenancy effective January 1, 2027, with no fixed expiration date. No other changes to the existing lease terms are proposed.

Fiscal Impact:
This item was included in the Final FY 2026/27 Operations Budget as staff has budgeted accordingly.

ATTACHMENT(S):
CCOG M.O. CCOG Office Lease Extension.pdf
AMENDMENT TO COMMERCIAL LEASE AGREEMENT.pdf

CALAVERAS COUNTY
STATE OF CALIFORNIA

MINUTE ORDER
November 4, 2026

A Motion was made authorizing the Executive Director to execute the Agreement for Extension of Lease, as attached, extending the Commercial Lease Agreement for the CCOG office located at 444 E. Saint Charles Street, San Andreas, to a month-to-month tenancy commencing January 1, 2027, without a fixed expiration date.

RESULT:
MOVER:
SECONDER:
AYES:

ATTEST

Anne Dell'Orto, Clerk to the Council
Calaveras Council of Governments

Tim Muetterties, Chair
Calaveras Council of Governments

AMENDMENT TO COMMERCIAL LEASE AGREEMENT

This Amendment to Commercial Lease Agreement ("Amendment") is entered into by and between MRO Land and Property LLC ("Landlord") and Calaveras Council of Governments ("Tenant").

WHEREAS, Landlord and Tenant are parties to a Commercial Lease Agreement originally dated June 8, 2010, for the premises located at 444 East Saint Charles Street, Suite A, San Andreas, California, together with subsequent extensions and amendments thereto; and

WHEREAS, the most recent Lease Extension Agreement, executed June 3, 2026, extended the term of the Lease through December 31, 2026; and

WHEREAS, Landlord and Tenant mutually desire to amend the Lease to provide for a month-to-month tenancy commencing January 1, 2027, without a fixed expiration date.

NOW, THEREFORE, Landlord and Tenant hereby mutually agree as follows:

1. Lease Term

   Effective January 1, 2027, the Lease shall convert to a month-to-month tenancy and shall continue indefinitely without a fixed expiration date, unless and until terminated by either party in accordance with the provisions of this Amendment and applicable California law.

2. Termination of Tenancy

   Either Landlord or Tenant may terminate the month-to-month tenancy by providing the other party with at least sixty (60) days' prior written notice. Such notice shall be delivered in accordance with the notice provisions of the original Lease Agreement.

3. Monthly Rent

   The monthly rental amount in effect as of December 31, 2026, shall remain in effect beginning January 1, 2027, subject to the existing rental adjustment provisions of the Lease, including applicable Consumer Price Index (CPI) adjustments.

4. Continuation of Existing Lease Provisions

   Except as expressly modified herein, all remaining provisions, conditions, obligations, and agreements contained in the original Commercial Lease

Agreement and subsequent amendments shall remain in full force and effect and shall continue to govern the month-to-month tenancy.

5. Effective Date

   This Amendment shall become effective _____, and shall remain in effect until the tenancy is terminated in accordance with its terms.

IN WITNESS WHEREOF, the parties have executed this Amendment on the dates indicated below.

LANDLORD:
MRO Land and Property LLC

By: _____

Matt Ospital

Date: _____

TENANT:
Calaveras Council of Governments

By: _____

Name: _____

Title: _____

Date: _____

CALAVERAS COUNCIL OF GOVERNMENTS AGENDA SUBMITTAL

Presented by: ***Melissa Raggio, Executive Director***	**Board Meeting Date** November 4, 2026	**Agenda Number** **4**
Resolution No. FY 27- 11 Authorizing the Executive Director to Execute the Master Fund Transfer Agreement Amendment No. 1 (MFTA) with Caltrans		
Published Notice Required? No **Public Hearing Required?** No		**Estimated Time:** 0-5
Type of Document: Resolution **PowerPoint Presentation Included?** No		

Recommendation:
Staff recommends the Council adopt Resolution No. FY 27-11 authorizing the Executive Director to execute the Master Fund Transfer Agreement Amendment No. 1 (MFTA) with Caltrans necessary for receipt of funds identified in the Calaveras Council of Governments (CCOG) Overall Work Program and other federal funding sources.

Discussion:
The Master Fund Transfer Agreement (MFTA) was approved by the CCOG and Caltrans in November 2024. The MFTA is scheduled to expire on December 31, 2034. The MFTA is a necessary agreement outlining the fiscal responsibilities of both the participating agencies and Caltrans. The MFTA is the contract by which State and Federal planning funds are passed through from Caltrans to Regional Transportation Planning Agencies (RTPA). An executed Agreement is necessary in order to receive reimbursement for funds programmed by the CCOG.

Caltrans is requesting an Amendment to the MFTA executed in 2024, attached is the letter outlining the required action within 90 days.

The revised MFTA has been reviewed by the CCOG Legal Counsel and CCOG Staff for compliance.

Fiscal Impact:
No fiscal impact with approval of the execution of the Agreement. If the Amendment is not approved Caltrans will not be able to reimburse project costs.

ATTACHMENT(S):
CCOG Reso FY 27-11 MFTA with Caltrans.pdf
MasterFund agreement.pdf

Calaveras Council of Governments
COUNTY OF CALAVERAS
State of California
November 4, 2026

RESOLUTION NO: FY 27-11

RESOLUTION OF THE CALAVERAS COUNCIL OF GOVERNMENTS AUTHORIZING THE EXECUTION OF THE MASTER FUND TRANSFER AGREEMENT (MFTA) AMENDMENT NO. 1 FOR THE PERIOD OF JANUARY 1, 2025, TO DECEMBER 31, 2034

WHEREAS, Calaveras Council of Governments has been designated by the State of California as the Regional Transportation Planning Agency (RTPA) for Calaveras County; and

WHEREAS, Calaveras Council of Governments receives federal and state funding administered by the California Department of Transportation, Office of Regional and Community Planning; and

WHEREAS, the California Department of Transportation, Office of Regional and Community Planning, which administers the funds detailed in the MFTA, requires the execution of a Master Fund Transfer Agreement authorized by a resolution from the governing board of a local or regional agency; and

WHEREAS, Calaveras Council of Governments is an eligible recipient of federal, state, and local funding; and

WHEREAS, the Executive Director is authorized to enter into contracts for grants awarded from federal, state, and local funding; and

WHEREAS, Calaveras Council of Governments intends to delegate the authority to execute any agreements and amendments to the Executive Director;

NOW, THEREFORE, BE IT RESOLVED THAT THE BOARD OF DIRECTORS OF THE CALAVERAS COUNCIL OF GOVERNMENTS HERBY:

1. Authorizes the Executive Director or their designee to execute the Master Fund Transfer Agreement (MFTA) Amendment No. 1 with the California Department of Transportation;

2. Agrees to comply with all conditions and requirements outlined in the MFTA, as well as applicable statutes, regulations, and guidelines for all state and federal funds administered by the California Department of Transportation, Office of Regional and Community Planning;

3. Authorizes the Executive Director or their designee to undertake any further actions necessary to implement the MFTA Amendment, including executing other documents requiring the signature of an official representative of the Calaveras Council of Governments.

The foregoing Resolution was duly passed and adopted by the Calaveras Council of Governments at a regular meeting thereof, held on the 4th day of November 2026, by the following vote:

RESULT:
MOVER:
SECONDER:
AYES:

ATTEST

_____
Anne Dell'Orto, Clerk to the Council
Calaveras Council of Governments

_____
Tim Muetterties, Chair
Calaveras Council of Governments

September 30, 2026

RE: First Amendment to F15 Master Agreement – Administering Agency-State Agreement for Federal-Aid Projects

IMPORTANT – ACTION REQUIRED WITHIN 90 DAYS

Dear Calaveras Council of Governments,

The California Department of Transportation (Caltrans), Division of Local Assistance, is issuing a First Amendment to the Master Agreement – Administering Agency-State Agreement for Federal-Aid Projects No. 10-6128F15 executed between your agency and the State of California.

This Amendment updates and restores the approved statewide standard language for:

- Article V – Audits, Third Party Contracting, Records Retention and Reports
- Article VI – Federal Lobbying Activities Certification
- Article VII – Miscellaneous Provisions

The purpose of this Amendment is to ensure statewide consistency and compliance with all applicable federal and state laws, regulations, and procedural requirements governing Federal-aid transportation projects

BACKGROUND

A statewide review of Master Agreements identified that certain executed agreements contained variations from the approved statewide standard language for Articles V, VI, and VII. To ensure consistency across all Administering Agencies and Program Supplements, Caltrans is restoring the approved statewide standard language for these articles through the enclosed First Amendment.

The restored language includes, but is not limited to:

Federal audit and records retention requirements
Third-party contracting and procurement provisions
Federal lobbying certification requirements
Conflict of interest provisions
Dispute resolution procedures
Termination and indemnification provisions
Miscellaneous administrative and legal requirements

These updates are necessary to ensure compliance with:

2 CFR Part 200
23 CFR

Applicable Federal Highway Administration requirements
California Public Contract Code requirements
State and federal funding compliance requirements

ACTION REQUIRED

Enclosed with this letter is the First Amendment to your Master Agreement.

Your agency is required to:

1. Review the enclosed First Amendment with your authorized governing body representative and legal counsel as appropriate.

2. Obtain authorized signatures from the appropriate governing body representative. Please note that the Agency signature must be supported by a Certified Resolution clearly identifying the representative authorized to sign on behalf of the Agency.

3. Return the executed First Amendment to the email address below within ninety (90) days of the date of this letter.

IMPORTANT: Failure to execute and return the First Amendment within the required timeframe may result in the suspension of future federal-aid project authorizations, obligations, and invoice payments pursuant to Article I, Section 5 of the Master Agreement.

QUESTIONS & SUBMISSION

If you have any questions regarding this notice or the enclosed Amendment, please email PISB.Help.Desk@dot.ca.gov.

Completed, signed Amendment packages should be submitted to:
Caltrans – Division of Local Assistance
Office of Project Management Oversight
PISB.Help.Desk@dot.ca.gov

Thank you for your prompt attention to this matter. Caltrans values its partnership with your agency in delivering safe, equitable, and federally compliant transportation projects throughout the region.

Sincerely,

Angel Pyle

Angel Pyle
Acting Chief, Division of Local Assistance

Enclosure: First Amendment to Master Agreement – Administering Agency-State

AMENDMENT NO. 1 TO

MASTER AGREEMENT

ADMINISTERTING AGENCY-STATE AGREEMENT

FOR FEDERAL-AID PROJECTS

10	Calaveras Council of Governments
District	**Administering Agency**

Agreement No 10-6128F15 A-1

This Amendment No. 1 to Master Agreement 10-6128F15, executed on and effective as of August 21, 2025, is entered into by and between the State of California, acting through its Department of Transportation (CALTRANS), and Calaveras Council of Governments. CALTRANS and LOCAL AGENCY are collectively referred to as PARTIES.

RECITALS

1. PARTIES entered into the AGREEMENT on August 21, 2025, establishing the terms and conditions under which Federal-aid projects would be administered, referred to as the PROJECT.

2. PARTIES desire to amend the AGREEMENT to restore and incorporate the correct statewide standard language for Article V – Audits, Third Party Contracting, Records Retention and Reports; Article VI – Federal Lobbying Activities Certification; and Article VII – Miscellaneous Provisions.

3. PARTIES agree that, except as expressly modified by this AMENDMENT, all other terms and conditions of the original Master Agreement, including its original effective date, shall remain unchanged and in full force and effect.

IT IS THEREFORE MUTUALLY AGREED:

I. Article V – Audits, Third Party Contracting, Records Retention and Reports is deleted in its entirety and replaced with the following:

ARTICLE V: AUDITS, THIRD PARTY CONTRACTING, RECORDS RETENTION AND REPORTS

1. STATE reserves the right to conduct technical and financial audits of PROJECT work and records and ADMINISTERING AGENCY agrees, and shall require its contractors and subcontractors to agree, to cooperate with STATE by making all appropriate and relevant

PROJECT records available for audit and copying as required by paragraph three (3) of ARTICLE V.

2. ADMINISTERING AGENCY, its contractors and subcontractors shall establish and maintain a financial management system and records that properly accumulate and segregate reasonable, allowable, and allocable incurred PROJECT costs and matching funds by line item for the PROJECT. The financial management system of ADMINISTERING AGENCY, its contractors and all subcontractors shall conform to Generally Accepted Accounting Principles, enable the determination of incurred costs at interim points of completion, and provide support for reimbursement payment vouchers or invoices sent to or paid by STATE.
3. ADMINISTERING AGENCY, ADMINISTERING AGENCY's contractors and subcontractors, and STATE shall each maintain and make available for inspection and audit by STATE, the California State Auditor, or any duly authorized representative of STATE or the United States all books, documents, papers, accounting records, and other evidence pertaining to the performance of such contracts, including, but not limited to, the costs of administering those various contracts and ADMINISTERING AGENCY shall furnish copies thereof if requested. All of the above referenced parties shall make such AGREEMENT, PROGRAM SUPPLEMENT and contract materials available at their respective offices at all reasonable times during the entire PROJECT period and for three (3) years from the date of submission of the final expenditure report by the STATE to the FHWA.
4. ADMINISTERING AGENCY is required to have an audit in accordance with the Single Audit Act of 2 CFR 200 if it expends $750,000 or more in Federal Funds in a single fiscal year. The Federal Funds received under a PROGRAM SUPPLEMENT are a part of the Catalogue of Federal Domestic Assistance (CFDA) 20.205.
5. ADMINISTERING AGENCY agrees to include all PROGRAM SUPPLEMENTS adopting the terms of this AGREEMENT in the schedule of projects to be examined in ADMINISTERING AGENCY's annual audit and in the schedule of projects to be examined under its single audit prepared in accordance with 2 CFR, Part 200.
6. ADMINISTERING AGENCY shall not award a non-A'&'E contract over $5,000, construction contract over $10,000, or other contracts over $25,000 (excluding professional service contracts of the type which are required to be procured in accordance with Government Code sections 4525 (d), (e) and (f)) on the basis of a noncompetitive negotiation for work to be performed under this AGREEMENT without the prior written approval of STATE. Contracts awarded by ADMINISTERING AGENCY, if intended as local match credit, must meet the requirements set forth in this AGREEMENT regarding local match funds.
7. Any subcontract entered into by ADMINISTERING AGENCY as a result of this AGREEMENT shall contain provisions 5, 6, 17, 19 and 20 of ARTICLE IV, FISCAL

PROVISIONS, and provisions 1, 2, and 3 of this ARTICLE V, AUDITS, THIRD-PARTY CONTRACTING RECORDS RETENTION AND REPORTS

8. To be eligible for local match credit, ADMINISTERING AGENCY must ensure that local match funds used for a PROJECT meet the fiscal provisions requirements outlined in ARTICLE IV in the same manner as required of all other PROJECT expenditures.
9. In addition to the above, the pre-award requirements of third-party contractor/consultants with ADMINISTERING AGENCY should be consistent with the LOCAL ASSISTANCE PROCEDURES.

II. Article VI – is deleted in its entirety and replaced by new Article VI - Federal Lobbying Activities Certification as follows:

ARTICLE VI - FEDERAL LOBBYING ACTIVITIES CERTIFICATION

1. By execution of this AGREEMENT, ADMINISTERING AGENCY certifies, to the best of the signatory officer's knowledge and belief, that:
    a. No federal or state appropriated funds have been paid or will be paid, by or on behalf of ADMINISTERING AGENCY, 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, including this AGREEMENT, the making of any STATE or federal loan, the entering into of any cooperative contract, and the extension, continuation, renewal, amendment, or modification of any STATE or federal contract, grant, loan, or cooperative contract.
    b. 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 AGREEMENT, grant, local, or cooperative contract, ADMINISTERING AGENCY shall complete and submit Standard Form-LLL, "Disclosure Form to Rep Lobbying," in accordance with the form instructions.
    c. This certification is a material representation of fact upon which reliance was placed when this AGREEMENT and each PROGRAM SUPPLEMENT was or will be made or entered into. Submission of this certification is a prerequisite for making or entering into this AGREEMENT imposed by Section 1352, Title 31, United States Code. Any party 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.

2. ADMINISTERING AGENCY also agrees by signing this AGREEMENT that the language of this certification will be included in all lower tier sub-agreements which exceed $100,000 and that all such sub-recipients shall certify and disclose accordingly.

III. A new Article VII – Miscellaneous Provisions is added as follows:

ARTICLE VII - MISCELLANEOUS PROVISIONS

1. ADMINISTERING AGENCY agrees to use all state funds reimbursed hereunder only for transportation purposes that are in conformance with Article XIX of the California State Constitution and the relevant Federal Regulations.
2. This AGREEMENT is subject to any additional restrictions, limitations, conditions, or any statute enacted by the State Legislature or adopted by the CTC that may affect the provisions, terms, or funding of this AGREEMENT in any manner.
3. ADMINISTERING AGENCY and the officers and employees of ADMINISTERING AGENCY, when engaged in the performance of this AGREEMENT, shall act in an independent capacity and not as officers, employees or agents of STATE or the federal government.
4. Each project-specific E-76 or E-76 (AMOD), PROGRAM SUPPLEMENT and Finance Letter shall separately establish the terms and funding limits for each described PROJECT funded under the AGREEMENT. No federal or state funds are obligated against this AGREEMENT.
5. ADMINISTERING AGENCY certifies that neither ADMINISTERING AGENCY nor its principals are suspended or debarred at the time of the execution of this AGREEMENT. ADMINISTERING AGENCY agrees that it will notify STATE immediately in the event a suspension or a debarment occurs after the execution of this AGREEMENT.
6. ADMINISTERING AGENCY warrants, by execution of this AGREEMENT, that no person or selling agency has been employed or retained to solicit or secure this AGREEMENT upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by ADMINISTERING AGENCY for the purpose of securing business. For breach or violation of this warranty, STATE has the right to annul this AGREEMENT without liability, pay only for the value of the work actually performed, or in STATE's discretion, to deduct from the price of consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.
7. In accordance with Public Contract Code section 10296, ADMINISTERING AGENCY hereby certifies under penalty of perjury that no more than one final unappealable finding of contempt of court by a federal court has been issued against ADMINISTERING AGENCY within the immediate preceding two (2) year period because of

ADMINISTERING AGENCY's failure to comply with an order of a federal court that orders ADMINISTERING AGENCY to comply with an order of the National Labor Relations Board.

8. ADMINISTERING AGENCY shall disclose any financial, business, or other relationship with STATE, FHWA or Federal Transit Administration (FTA) that may have an impact upon the outcome of this AGREEMENT. ADMINISTERING AGENCY shall also list current contractors who may have a financial interest in the outcome of this AGREEMENT.
9. ADMINISTERING AGENCY hereby certifies that it does not have nor shall it acquire any financial or business interest that would conflict with the performance of PROJECT under this AGREEMENT.
10. ADMINISTERING AGENCY warrants that this AGREEMENT was not obtained or secured through rebates, kickbacks or other unlawful consideration either promised or paid to any STATE employee. For breach or violation of this warranty, STATE shall have the right, in its discretion, to terminate this AGREEMENT without liability, to pay only for the work actually performed, or to deduct from the PROGRAM SUPPLEMENT price or otherwise recover the full amount of such rebate, kickback, or other unlawful consideration.
11. Any dispute concerning a question of fact arising under this AGREEMENT that is not disposed of by agreement shall be decided by the STATE's Contract Officer who may consider any written or verbal evidence submitted by ADMINISTERING AGENCY. The decision of the Contract Officer, issued in writing, shall be conclusive and binding on the PARTIES on all questions of fact considered and determined by the Contract Officer.
12. Neither the pending of a dispute nor its consideration by the Contract Officer will excuse ADMINISTERING AGENCY from full and timely performance in accordance with the terms of this AGREEMENT.
13. Neither ADMINISTERING AGENCY nor any officer or employee thereof is responsible for any injury, damage or liability occurring by reason of anything done or omitted to be done by STATE, under or in connection with any work, authority or jurisdiction arising under this AGREEMENT. It is understood and agreed that STATE shall fully defend, indemnify and save harmless the ADMINISTERING AGENCY and all of its officers and employees from all claims, suits or actions of every name, kind and description brought forth under, including, but not limited to, tortious, contractual, inverse condemnation and other theories or assertions of liability occurring by reason of anything done or omitted to be done by STATE under this AGREEMENT.
14. Neither STATE nor any officer or employee thereof shall be responsible for any injury, damage or liability occurring by reason of anything done or omitted to be done by ADMINISTERING AGENCY under, or in connection with, any work, authority or jurisdiction arising under this AGREEMENT. It is understood and agreed that ADMINISTERING AGENCY shall fully defend, indemnify and save harmless STATE

and all of its officers and employees from all claims, suits or actions of every name, kind and description brought forth under, including, but not limited to, tortious, contractual, inverse condemnation or other theories or assertions of liability occurring by reason of anything done or omitted to be done by ADMINISTERING AGENCY under this AGREEMENT.

15. STATE reserves the right to terminate funding for any PROJECT upon written notice to ADMINISTERING AGENCY in the event that ADMINISTERING AGENCY fails to proceed with PROJECT work in accordance with the project-specific PROGRAM SUPPLEMENT, the bonding requirements if applicable, or otherwise violates the conditions of this AGREEMENT and/or PROGRAM SUPPLEMENT, or the funding allocation such that substantial performance is significantly endangered.
16. No termination shall become effective if, within thirty (30) days after receipt of a Notice of Termination, ADMINISTERING AGENCY either cures the default involved or, if not reasonably susceptible of cure within said thirty (30) day period, ADMINISTERING AGENCY proceeds thereafter to complete the cure in a manner and time line acceptable to STATE. Any such termination shall be accomplished by delivery to ADMINISTERING AGENCY of a Notice of Termination, which notice shall become effective not less than thirty (30) days after receipt, specifying the reason for the termination, the extent to which funding of work under this AGREEMENT is terminated and the date upon which such termination becomes effective, if beyond thirty (30) days after receipt. During the period before the effective termination date, ADMINISTERING AGENCY and STATE shall meet to attempt to resolve any dispute. In the event of such termination, STATE may proceed with the PROJECT work in a manner deemed proper by STATE. If STATE terminates funding for PROJECT with ADMINISTERING AGENCY, STATE shall pay ADMINISTERING AGENCY the sum due ADMINISTERING AGENCY under the PROGRAM SUPPLEMENT and/or STATE approved finance letter prior to termination, provided, however, ADMINISTERING AGENCY is not in default of the terms and conditions of this AGREEMENT or the project-specific PROGRAM SUPPLEMENT and that the cost of PROJECT completion to STATE shall first be deducted from any sum due ADMINISTERING AGENCY.
17. In case of inconsistency or conflicts with the terms of this AGREEMENT and that of a project- specific PROGRAM SUPPLEMENT, the terms stated in that PROGRAM SUPPLEMENT shall prevail over those in this AGREEMENT.
18. Without the written consent of STATE, this AGREEMENT is not assignable by ADMINISTERING AGENCY either in whole or in part.
19. No alteration or variation of the terms of this AGREEMENT shall be valid unless made in writing and signed by the PARTIES, and no oral understanding or agreement not incorporated herein shall be binding on any of the PARTIES.

SIGNATURES

PARTIES are authorized to enter into this AMENDMENT and have delegated to the undersigned the authority to execute this AMENDMENT on behalf of the respective agencies and hereby covenants to have followed all the necessary legal requirements to validly execute this AMENDMENT. By signing below, the PARTIES each expressly agree to execute this AMENDMENT electronically.

The PARTIES acknowledge that executed copies of this AMENDMENT may be exchanged by facsimile or email, and that such copies shall be deemed to be effective as originals

STATE OF CALIFORNIA
DEPARTMENT OF
TRANSPORTATION

By: _____

Chief, Office of Project Implementation
Division of Local Assistance

Date: _____

Calaveras Council of Governments

By: _____

Agency:
_____
Representative Name & Title
(Authorized Governing Body
Representative)

Date: _____

Original Signed Master Agreement

MASTER AGREEMENT
ADMINISTERING AGENCY-STATE AGREEMENT
FEDERAL-AID PROJECTS

10 Calaveras Council of Governments
District Administering Agency

Agreement No. 10-6128F15

This AGREEMENT, is entered into effective this 21 st day of August, 20 25 , by and between Calaveras Council of Governments, hereinafter referred to as "ADMINISTERING AGENCY," and the State of California, acting by and through its Department of Transportation (Caltrans), hereinafter referred to as "STATE", and together referred to as "PARTIES" or individually as a "PARTY."

RECITALS:

1. WHEREAS, the Congress of the United States has enacted the Intermodal Surface Transportation Efficiency Act (ISTEA) of 1991 and subsequent Transportation Authorization Bills to fund transportation programs; and

2. WHEREAS, the Legislature of the State of California has enacted legislation by which certain federal-aid funds may be made available for use on local transportation related projects of public entities qualified to act as recipients of these federal-aid funds in accordance with the intent of federal law; and

3. WHEREAS, before federal funds will be made available for a specific program project, ADMINISTERING AGENCY and STATE are required to enter into an agreement to establish terms and conditions applicable to the ADMINISTERING AGENCY when receiving federal funds for a designated PROJECT facility and to the subsequent operation and maintenance of that completed facility.

NOW, THEREFORE, the PARTIES agree as follows:

ARTICLE I - PROJECT ADMINISTRATION

1. This AGREEMENT shall have no force or effect with respect to any program project unless and until a project-specific "Authorization/Agreement Summary", herein referred to as "E-76" document, is approved by STATE and the Federal Highway Administration (FHWA).

2. The term "PROJECT", as used herein, means that authorized transportation related project and related activities financed in part with federal-aid funds as more fully-described in an "Authorization/ Agreement Summary" or "Amendment/Modification

Summary", herein referred to as "E-76" or "E-76 (AMOD)" document authorized by STATE and the Federal Highway Administration (FHWA).

3. The E-76/E-76 (AMOD) shall designate the party responsible for implementing PROJECT, type of work and location of PROJECT.

4. The PROGRAM SUPPLEMENT sets out special covenants as a condition for the ADMINISTERING AGENCY to receive federal-aid funds from/through STATE for designated PROJECT. The PROGRAM SUPPLEMENT shall also show these federal funds that have been initially encumbered for PROJECT along with the matching funds to be provided by ADMINISTERING AGENCY and/or others. Execution of PROGRAM SUPPLEMENT by the PARTIES shall cause ADMINISTERING AGENCY to adopt all of the terms of this AGREEMENT as though fully set forth therein in the PROGRAM SUPPLEMENT. Unless otherwise expressly delegated in a resolution by the governing body of ADMINISTERING AGENCY, and with written concurrence by STATE, the PROGRAM SUPPLEMENT shall be approved and managed by the governing body of ADMINISTERING AGENCY.

5. ADMINISTERING AGENCY agrees to execute and return each project-specific PROGRAM SUPPLEMENT within ninety (90) days of receipt. The PARTIES agree that STATE may suspend future authorizations/obligations and invoice payments for any on-going or future federal-aid project performed by ADMINISTERING AGENCY if any project-specific PROGRAM SUPPLEMENT is not returned within that ninety (90) day period unless otherwise agreed by STATE in writing.

6. ADMINISTERING AGENCY further agrees, as a condition to the release and payment of federal funds encumbered for the PROJECT described in each PROGRAM SUPPLEMENT, to comply with the terms and conditions of this AGREEMENT and all of the agreed-upon Special Covenants or Remarks incorporated within the PROGRAM SUPPLEMENT, and Cooperative/Contribution Agreement where appropriate, defining and identifying the nature of the specific PROJECT.

7. Federal, state and matching funds will not participate in PROJECT work performed in advance of the approval of the E-76 or E-76 (AMOD), unless otherwise stated in the executed project- specific PROGRAM SUPPLEMENT. ADMINISTERING AGENCY agrees that it will only proceed with the work authorized for that specific phase(s) on the project-specific E-76 or E-76 (AMOD). ADMINISTERING AGENCY further agrees to not proceed with future phases of PROJECT prior to receiving an E-76 (AMOD) from STATE for that phase(s) unless no further federal funds are needed or for those future phase(s).

8. That PROJECT or portions thereof, must be included in a federally approved Federal Statewide Transportation Improvement Program (FSTIP) prior to ADMINISTERING AGENCY submitting the "Request for Authorization".

9. ADMINISTERING AGENCY shall conform to all state statutes, regulations and procedures (including those set forth in the Local Assistance Procedures Manual and the Local Assistance Program Guidelines, hereafter collectively referred to as "LOCAL ASSISTANCE PROCEDURES") relating to the federal-aid program, all Title 23 Code of Federal Regulation (CFR) and 2 CFR part 200 federal requirements, and all applicable federal laws, regulations, and policy and procedural or instructional memoranda, unless otherwise specifically waived as designated in the executed project-specific PROGRAM SUPPLEMENT.

10. If PROJECT is not on STATE-owned right of way, PROJECT shall be constructed in accordance with LOCAL ASSISTANCE PROCEDURES that describes minimum statewide

design standards for local agency streets and roads. LOCAL ASSISTANCE PROCEDURES for projects off the National Highway System (NHS) allow STATE to accept either the STATE"s minimum statewide design standards or the approved geometric design standards of ADMINISTERING AGENCY. Additionally, for projects off the NHS, STATE will accept ADMINISTERING AGENCY- approved standard specifications, standard plans, materials sampling and testing quality assurance programs that meet the conditions described in the then current LOCAL ASSISTANCE PROCEDURES.

11. If PROJECT involves work within or partially within STATE-owned right-of-way, that PROJECT shall also be subject to compliance with the policies, procedures and standards of the STATE Project Development Procedures Manual and Highway Design Manual and, where appropriate, an executed Cooperative Agreement between STATE and ADMINISTERING AGENCY that outlines the PROJECT responsibilities and respective obligations of the PARTIES. ADMINISTERING AGENCY and its contractors shall each obtain an encroachment permit through STATE prior to commencing any work within STATE rights of way or work which affects STATE facilities.

12. When PROJECT is not on the State Highway System but includes work to be performed by a railroad, the contract for such work shall be prepared by ADMINISTERING AGENCY or by STATE, as the PARTIES may hereafter agree. In either event, ADMINISTERING AGENCY shall enter into an agreement with the railroad providing for future maintenance of protective devices or other facilities installed under the contract.

13. If PROJECT is using STATE funds, the Department of General Services, Division of the State Architect, or its designee, shall review the contract PS"&"E for the construction of buildings, structures, sidewalks, curbs and related facilities for accessibility and usability. ADMINISTERING AGENCY shall not award a PROJECT construction contract for these types of improvements until the State Architect has issued written approval stating that the PROJECT plans and specifications comply with the provisions of sections 4450 and 4454 of the California Government Code, if applicable. Further requirements and guidance are provided in Title 24 of the California Code of Regulations.

14. ADMINISTERING AGENCY will advertise, award and administer PROJECT in accordance with the current LOCAL ASSISTANCE PROCEDURES unless otherwise stated in the executed project-specific PROGRAM SUPPLEMENT.

15. ADMINISTERING AGENCY shall provide or arrange for adequate supervision and inspection of each PROJECT. While consultants may perform supervision and inspection work for PROJECT with a fully qualified and licensed engineer, ADMINISTERING AGENCY shall provide a full-time employee to be in responsible charge of each PROJECT who is not a consultant.

16. ADMINISTERING AGENCY shall submit PROJECT-specific contract award documents to STATE"s District Local Assistance Engineer within sixty (60) days after contract award. A copy of the award documents shall also be included with the submittal of the first invoice for a construction contract by ADMINISTERING AGENCY.

17. ADMINISTERING AGENCY shall submit the final report documents that collectively constitute a "Report of Expenditures" within one hundred eighty (180) days of PROJECT completion. Failure by ADMINISTERING AGENCY to submit a "Report of Expenditures" within one hundred eighty (180) days of project completion will result in STATE imposing sanctions upon ADMINISTERING AGENCY in accordance with the current LOCAL ASSISTANCE PROCEDURES.

18. ADMINISTERING AGENCY shall comply with: (i) section 504 of the Rehabilitation Act of 1973 which prohibits discrimination on the basis of disability in federally assisted programs; (ii) the Americans with Disabilities Act (ADA) of 1990 which prohibits discrimination on the basis of disability irrespective of funding; and (iii) all applicable regulations and guidelines issued pursuant to both the Rehabilitation Act and the ADA.

19. The Congress of the United States, the Legislature of the State of California and the Governor of the State of California, each within their respective jurisdictions, have prescribed certain nondiscrimination requirements with respect to contract and other work financed with public funds. ADMINISTERING AGENCY agrees to comply with the requirements of the FAIR EMPLOYMENT PRACTICES ADDENDUM (Exhibit A attached hereto) and the NONDISCRIMINATION ASSURANCES (Exhibit B attached hereto). ADMINISTERING AGENCY further agrees that any agreement entered into by ADMINISTERING AGENCY with a third party for performance of PROJECT-related work shall incorporate Exhibits A and B (with third party''s name replacing ADMINISTERING AGENCY) as essential parts of such agreement to be enforced by that third party as verified by ADMINISTERING AGENCY.

ARTICLE II - RIGHTS OF WAY

1. No contract for the construction of a federal-aid PROJECT shall be awarded until all necessary rights of way have been secured. Prior to the advertising for construction of PROJECT, ADMINISTERING AGENCY shall certify and, upon request, shall furnish STATE with evidence that all necessary rights of way are available for construction purposes or will be available by the time of award of the construction contract.

2. ADMINISTERING AGENCY agrees to indemnify and hold STATE harmless from any liability that may result in the event the right of way for a PROJECT, including, but not limited to, being clear as certified or if said right of way is found to contain hazardous materials requiring treatment or removal to remediate in accordance with Federal and State laws. The furnishing of right of way as provided for herein includes, in addition to all real property required for the PROJECT, title free and clear of obstructions and encumbrances affecting PROJECT and the payment, as required by applicable law, of relocation costs and damages to remainder real property not actually taken but injuriously affected by PROJECT. ADMINISTERING AGENCY shall pay, from its own non-matching funds, any costs which arise out of delays to the construction of PROJECT because utility facilities have not been timely removed or relocated, or because rights of way were not available to ADMINISTERING AGENCY for the orderly prosecution of PROJECT work.

3. Subject to STATE approval and such supervision as is required by LOCAL ASSISTANCE PROCEDURES over ADMINISTERING AGENCY''s right of way acquisition procedures, ADMINISTERING AGENCY may claim reimbursement from federal funds for expenditures incurred in purchasing only the necessary rights of way needed for the

PROJECT after crediting PROJECT with the fair market value of any excess property retained and not disposed of by ADMINISTERING AGENCY.

4. When real property rights are to be acquired by ADMINISTERING AGENCY for a PROJECT, said ADMINISTERING AGENCY must carry out that acquisition in compliance with all applicable State and Federal laws and regulations, in accordance with State procedures as published in State''s current LOCAL ASSISTANCE PROCEDURES and STATE''s Right-of-Way Manual, subject to STATE oversight to ensure that the completed work is acceptable under the Federal Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended.

5. Whether or not federal-aid is to be requested for right of way, should ADMINISTERING AGENCY, in acquiring right of way for PROJECT, displace an individual, family, business, farm operation, or non-profit organization, relocation payments and services will be provided as set forth in 49 CFR, Part 24. The public will be adequately informed of the relocation payments and services which will be available, and, to the greatest extent practicable, no person lawfully occupying real property shall be required to move from his/her dwelling or to move his/her business or farm operation without at least ninety (90) days written notice from ADMINISTERING AGENCY. ADMINISTERING AGENCY will provide STATE with specific assurances, on each portion of the PROJECT, that no person will be displaced until comparable decent, safe and sanitary replacement housing is available within a reasonable period of time prior to displacement, and that ADMINISTERING AGENCY''s relocation program is realistic and adequate to provide orderly, timely and efficient relocation of PROJECT-displaced persons as provided in 49 CFR, Part 24.

6. ADMINISTERING AGENCY shall, along with recording the deed or instrument evidencing title in the name of the ADMINISTERING AGENCY or their assignee, also record an Agreement Declaring Restrictive Covenants (ADRC) as a separate document incorporating the assurances included within Exhibits A and B and Appendices A, B, C and D of this AGREEMENT, as appropriate.

ARTICLE III - MAINTENANCE AND MANAGEMENT

1. ADMINISTERING AGENCY will maintain and operate the property acquired, developed, constructed, rehabilitated, or restored by PROJECT for its intended public use until such time as the parties might amend this AGREEMENT to otherwise provide. With the approval of STATE, ADMINISTERING AGENCY or its successors in interest in the PROJECT property may transfer this obligation and responsibility to maintain and operate PROJECT property for that intended public purpose to another public entity.

2. Upon ADMINISTERING AGENCY''s acceptance of the completed federal-aid construction contract or upon contractor being relieved of the responsibility for maintaining and protecting PROJECT, ADMINISTERING AGENCY will be responsible for the maintenance, ownership, liability, and the expense thereof, for PROJECT in a manner satisfactory to the authorized representatives of STATE and FHWA and if PROJECT falls within the jurisdictional limits of another Agency or Agencies, it is the duty of ADMINISTERING AGENCY to facilitate a separate maintenance agreement(s) between itself and the other jurisdictional Agency or Agencies providing for the operation, maintenance, ownership and liability of PROJECT. Until those agreements are executed, ADMINISTERING AGENCY will be responsible for all PROJECT operations, maintenance, ownership and liability in a manner satisfactory to the authorized representatives of STATE and FHWA. If, within ninety (90) days after receipt of notice from STATE that a PROJECT, or any portion thereof, is not being properly operated and maintained and ADMINISTERING AGENCY has not satisfactorily remedied the conditions complained of, the approval of future federal-aid projects of ADMINISTERING AGENCY will be withheld until the PROJECT shall have been put in a condition of operation and maintenance satisfactory to STATE and FHWA. The provisions of this section shall not apply to a PROJECT that has been vacated through due process of law with STATE''s concurrence.

3. PROJECT and its facilities shall be maintained by an adequate and well-trained staff of engineers and/or such other professionals and technicians as PROJECT reasonably requires. Said operations and maintenance staff may be employees of ADMINISTERING AGENCY, another unit of government, or a contractor under agreement with ADMINISTERING AGENCY. All maintenance will be performed at regular intervals or as required for efficient operation of the complete PROJECT improvements.

ARTICLE IV - FISCAL PROVISIONS

1. All contractual obligations of STATE are subject to the appropriation of resources by the Legislature and the allocation of resources by the California Transportation Commission (CTC).

2. STATE''S financial commitment of federal funds will occur only upon the execution of this AGREEMENT, the authorization of the project-specific E-76 or E-76 (AMOD), the execution of each project-specific PROGRAM SUPPLEMENT, and STATE''s approved finance letter.

3. ADMINISTERING AGENCY may submit signed invoices in arrears for reimbursement of participating PROJECT costs on a regular basis once the project-specific PROGRAM

SUPPLEMENT has been executed by STATE.

4. ADMINISTERING AGENCY agrees, at a minimum, to submit invoices at least once every six (6) months commencing after the funds are encumbered on either the project-specific PROGRAM SUPPLEMENT or through a project-specific finance letter approved by STATE. STATE reserves the right to suspend future authorizations/obligations, and invoice payments for any on-going or future federal-aid project by ADMINISTERING AGENCY if PROJECT costs have not been invoiced by ADMINISTERING AGENCY for a six (6) month period.

5. Invoices shall be submitted on ADMINISTERING AGENCY letterhead that includes the address of ADMINISTERING AGENCY and shall be formatted in accordance with LOCAL ASSISTANCE PROCEDURES.

6. ADMINISTERING AGENCY must have at least one copy of supporting backup documentation for costs incurred and claimed for reimbursement by ADMINISTERING AGENCY. ADMINISTERING AGENCY agrees to submit supporting backup documentation with invoices if requested by State. Acceptable backup documentation includes, but is not limited to, agency"s progress payment to the contractors, copies of cancelled checks showing amounts made payable to vendors and contractors, and/or a computerized summary of PROJECT costs.

7. Payments to ADMINISTERING AGENCY can only be released by STATE as reimbursement of actual allowable PROJECT costs already incurred and paid for by ADMINISTERING AGENCY.

8. Indirect Cost Allocation Plans/Indirect Cost Rate Proposals (ICAP/ICRP), Central Service Cost Allocation Plans and related documentation are to be prepared and provided to STATE (Caltrans Audits "&" Investigations) for review and approval prior to ADMINISTERING AGENCY seeking reimbursement of indirect costs incurred within each fiscal year being claimed for State and federal reimbursement. ICAPs/ICRPs must be prepared in accordance with the requirements set forth in 2 CFR, Part 200, Chapter 5 of the Local Assistance Procedural Manual, and the ICAP/ICRP approval procedures established by STATE.

9. Once PROJECT has been awarded, STATE reserves the right to de-obligate any excess federal funds from the construction phase of PROJECT if the contract award amount is less than the obligated amount, as shown on the PROJECT E-76 or E-76 (AMOD).

10. STATE will withhold the greater of either two (2) percent of the total of all federal funds encumbered for each PROGRAM SUPPLEMENT or $40,000 until ADMINISTERING AGENCY submits the Final Report of Expenditures for each completed PROGRAM SUPPLEMENT PROJECT.

11. The estimated total cost of PROJECT, the amount of federal funds obligated, and the required matching funds may be adjusted by mutual consent of the PARTIES hereto with a finance letter, a detailed estimate, if required, and approved E-76 (AMOD). Federal-aid funding may be increased to cover PROJECT cost increases only if such funds are available and FHWA concurs with that increase.

12. When additional federal-aid funds are not available, ADMINISTERING AGENCY agrees that the payment of federal funds will be limited to the amounts authorized on the PROJECT specific E-76 / E-76 (AMOD) and agrees that any increases in PROJECT costs must be defrayed with ADMINISTERING AGENCY"s own funds.

13. ADMINISTERING AGENCY shall use its own non-federal funds to finance the local share of eligible costs and all expenditures or contract items ruled ineligible for financing with federal funds. STATE shall make the determination of ADMINISTERING AGENCY"s cost eligibility for federal fund financing of PROJECT costs.

14. ADMINISTERING AGENCY will reimburse STATE for STATE"s share of costs for work performed by STATE at the request of ADMINISTERING AGENCY. STATE"s costs shall include overhead assessments in accordance with section 8755.1 of the State Administrative Manual.

15. Federal and state funds allocated from the State Transportation Improvement Program (STIP) are subject to the timely use of funds provisions enacted by Senate Bill 45, approved in 1997, and subsequent STIP Guidelines and State procedures approved by the CTC and STATE.

16. Federal funds encumbered for PROJECT are available for liquidation for a period of six (6) years from the beginning of the State fiscal year the funds were appropriated in the State Budget. State funds encumbered for PROJECT are available for liquidation only for six (6) years from the beginning of the State fiscal year the funds were appropriated in the State Budget. Federal or state funds not liquidated within these periods will be reverted unless a Cooperative Work Agreement (CWA) is submitted by ADMINISTERING AGENCY and approved by the California Department of Finance (per Government Code section 16304). The exact date of fund reversion will be reflected in the STATE signed finance letter for PROJECT.

17. Payments to ADMINISTERING AGENCY for PROJECT-related travel and subsistence (per diem) expenses of ADMINISTERING AGENCY forces and its contractors and subcontractors claimed for reimbursement or as local match credit shall not exceed rates authorized to be paid rank and file STATE employees under current State Department of Personnel Administration (DPA) rules. If the rates invoiced by ADMINISTERING AGENCY are in excess of DPA rates, ADMINISTERING AGENCY is responsible for the cost difference, and any overpayments inadvertently paid by STATE shall be reimbursed to STATE by ADMINISTERING AGENCY on demand within thirty (30) days of such invoice.

18. ADMINISTERING AGENCY agrees to comply with 2 CFR, Part 200, Uniform Administrative Requirements, Cost Principles and Audit Requirement for Federal Awards.

19. ADMINISTERING AGENCY agrees, and will ensure that its contractors and subcontractors will be obligated to agree, that Contract Cost Principles and Procedures, 48 CFR, Federal Acquisition Regulations System, Chapter 1, Part 31, et seq., shall be used to determine the allowability of individual PROJECT cost items.
20. Every sub-recipient receiving PROJECT funds under this AGREEMENT shall comply with 2 CFR, Part 200, 23 CFR, 48 CFR Chapter 1, Part 31, Local Assistance Procedures, Public Contract Code (PCC) 10300-10334 (procurement of goods), PCC 10335-10381 (non-A"&"E services), and other applicable STATE and FEDERAL regulations.

21. Any PROJECT costs for which ADMINISTERING AGENCY has received payment or credit that are determined by subsequent audit to be unallowable under 2 CFR, Part 200, 23 CFR, 48 CFR, Chapter 1, Part 31, and other applicable STATE and FEDERAL regulations, are subject to repayment by ADMINISTERING AGENCY to STATE.

22. Should ADMINISTERING AGENCY fail to refund any moneys due upon written demand by STATE as provided hereunder or should ADMINISTERING AGENCY breach

this AGREEMENT by failing to complete PROJECT without adequate justification and approval by STATE, then, within thirty 30 days of demand, or within such other period as may be agreed to in writing between the PARTIES, STATE, acting through the State Controller, the State Treasurer, or any other public entity or agency, may withhold or demand a transfer of an amount equal to the amount paid by or owed to STATE from future apportionments, or any other funds due ADMINISTERING AGENCY from the Highway Users Tax Fund or any other sources of funds, and/or may withhold approval of future ADMINISTERING AGENCY federal-aid projects.

23. Should ADMINISTERING AGENCY be declared to be in breach of this AGREEMENT or otherwise in default thereof by STATE, and if ADMINISTERING AGENCY is constituted as a joint powers authority, special district, or any other public entity not directly receiving funds through the State Controller, STATE is authorized to obtain reimbursement from whatever sources of funding are available, including the withholding or transfer of funds, pursuant to Article IV - 22, from those constituent entities comprising a joint powers authority or by bringing of an action against ADMINISTERING AGENCY or its constituent member entities, to recover all funds provided by STATE hereunder.

24. ADMINISTERING AGENCY acknowledges that the signatory party represents the ADMINISTERING AGENCY and further warrants that there is nothing within a Joint Powers Agreement, by which ADMINISTERING AGENCY was created, if any exists, that would restrict or otherwise limit STATE"s ability to recover State funds improperly spent by ADMINISTERING AGENCY in contravention of the terms of this AGREEMENT.

ARTICLE V

AUDITS, THIRD PARTY CONTRACTING, RECORDS RETENTION AND REPORTS

1. STATE reserves the right to conduct technical and financial audits of PROJECT work and records and ADMINISTERING AGENCY agrees, and shall require its contractors and subcontractors to agree, to cooperate with STATE by making all appropriate and relevant PROJECT records available for audit and copying as required by paragraph three (3) of Article V.

2. ADMINISTERING AGENCY, its contractors and subcontractors shall establish and maintain a financial management system and records that properly accumulate and segregate reasonable, allowable, and allocable incurred PROJECT costs and matching funds by line item for the PROJECT. The financial management system of ADMINISTERING AGENCY, its contractors and all subcontractors shall conform to Generally Accepted Accounting Principles, enable the determination of incurred costs at interim points of completion, and provide support for reimbursement payment vouchers or invoices sent to or paid by STATE.

3. ADMINISTERING AGENCY, ADMINISTERING AGENCY's contractors and subcontractors, and STATE shall each maintain and make available for inspection and audit by STATE, the California State Auditor, or any duly authorized representative of STATE or the United States, all books, documents, papers, accounting records, and other evidence pertaining to the performance of such contracts, including, but not limited to, the costs of administering those various contracts, and ADMINISTERING AGENCY shall furnish copies thereof if requested. All of the above-referenced parties shall make such AGREEMENT and PROGRAM SUPPLEMENT materials available at their respective offices at all reasonable times during the entire PROJECT period and for three (3) years, or 35 years for Prop 1B funds, from the date of final payment to ADMINISTERING AGENCY.

4. ADMINISTERING AGENCY shall not award a construction contract over $25,000 on the basis of a noncompetitive negotiation for work to be performed under this AGREEMENT without the prior written approval of STATE. All contracts awarded by ADMINISTERING AGENCY intended or used as local match credit must meet the requirements set forth in this AGREEMENT regarding local match funds.

5. ADMINISTERING AGENCY shall comply with Chapter 10 (commencing with Section 4525) Division 5 of Title 1 of the Government Code and shall undertake the procedures described in California Government Code 4527(a) and 4528(a). Administering Agency shall comply with Chapter 10 of the LAPM for AE Consultant Contracts.

6. ADMINISTERING AGENCY shall comply with Government Code Division 5 Title 1 sections 4525-4529.5 and shall undertake the procedures described in California Government Code 4527(a) and 4528(a) for procurement of professional service contracts. Administering Agency shall follow Public Contract Code Section 10335-10381 for other professional service contracts.

7. Any subcontract entered into by ADMINISTERING AGENCY as a result of this AGREEMENT shall contain all of the provisions of Article IV, FISCAL PROVISIONS, and this ARTICLE V, AUDITS, THIRD-PARTY CONTRACTING, RECORDS RETENTION AND REPORTS and shall mandate that travel and per diem reimbursements and third- party contract reimbursements to subcontractors will be allowable as PROJECT costs only after those costs are incurred and paid for by the subcontractors.

8. To be eligible for local match credit, ADMINISTERING AGENCY must ensure that local match funds used for a PROJECT meet the fiscal provisions requirements outlined in ARTICLE IV in the same manner that is required of all other PROJECT expenditures.

9. Except as provided in this Article, this AGREEMENT is solely between and for the benefit of the PARTIES and there are no third-party beneficiaries.

ARTICLE VI - MISCELLANEOUS PROVISIONS

1. ADMINISTERING AGENCY agrees to use all PROJECT funds reimbursed hereunder only for transportation purposes that are in conformance with Article XIX of the California State Constitution and other California laws.

2. ADMINISTERING AGENCY shall conform to all applicable State and Federal statutes and regulations, and the Local Assistance Program Guidelines and Local Assistance Procedures Manual as published by STATE and incorporated herein, including all subsequent approved revisions thereto applicable to PROJECT unless otherwise designated in the project-specific executed PROJECT SUPPLEMENT.

3. This AGREEMENT is subject to any additional restrictions, limitations, conditions, or any statute enacted by the State Legislature or adopted by the CTC that may affect the provisions, terms, or funding of this AGREEMENT in any manner.

4. ADMINISTERING AGENCY and the officers and employees of ADMINISTERING AGENCY, when engaged in the performance of this AGREEMENT, shall act in an independent capacity and not as officers, employees or agents of STATE.

5. Each project-specific PROGRAM SUPPLEMENT shall separately establish the terms and funding limits for each described PROJECT funded under this AGREEMENT and that

PROGRAM SUPPLEMENT. No STATE FUNDS are obligated against this AGREEMENT.

6. ADMINISTERING AGENCY certifies that neither ADMINISTERING AGENCY nor its principals are suspended or debarred at the time of the execution of this AGREEMENT, and ADMINISTERING AGENCY agrees that it will notify STATE immediately in the event a suspension or a debarment occurs after the execution of this AGREEMENT.

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

8. In accordance with Public Contract Code section 10296, ADMINISTERING AGENCY hereby certifies under penalty of perjury that no more than one final unappealable finding of contempt of court by a federal court has been issued against ADMINISTERING AGENCY within the immediate preceding two (2) year period because of ADMINISTERING AGENCY's failure to comply with an order of a federal court that orders ADMINISTERING AGENCY to comply with an order of the National Labor Relations Board.

9. ADMINISTERING AGENCY shall disclose any financial, business, or other relationship with STATE that may have an impact upon the outcome of this AGREEMENT or any individual PROJECT encompassed within a PROGRAM SUPPLEMENT. ADMINISTERING AGENCY shall also list current contractors who may have a financial interest in the outcome of a PROJECT undertaken pursuant to this AGREEMENT. These disclosures shall be delivered to STATE in a form deemed acceptable by the STATE prior to execution of this AGREEMENT.

10. ADMINISTERING AGENCY hereby certifies that it does not have, nor shall it acquire, any financial or business interest that would conflict with the performance of any PROJECT initiated under this AGREEMENT.

11. ADMINISTERING AGENCY certifies that this AGREEMENT was not obtained or secured through rebates, kickbacks or other unlawful consideration either promised or paid to any STATE employee. For breach or violation of this warranty, STATE shall have the right, in its sole discretion, to terminate this AGREEMENT without liability, to pay only for PROJECT work actually performed, or to deduct from a PROGRAM SUPPLEMENT price or otherwise recover the full amount of such rebate, kickback, or other unlawful consideration.

12. Any dispute concerning a question of fact arising under this AGREEMENT that is not disposed of by agreement shall be decided by the STATE's Contract Manager, who shall be identified to ADMINISTERING AGENCY at the time of execution of this AGREEMENT and, as applicable , any time that Contract Manager changes during the duration of this AGREEMENT who may consider any written or verbal evidence submitted by ADMINISTERING AGENCY. The decision of the Contract Manager, issued in writing, shall be conclusive and binding on the PARTIES on all questions of fact considered and determined by the Contract Manager.

13. Neither the pendency of a dispute nor its consideration by the Contract Manager will excuse the ADMINISTERING AGENCY from full and timely performance in accordance with the terms of this AGREEMENT and each PROGRAM SUPPLEMENT.

14. Neither STATE nor any officer or employee thereof is responsible for any injury, damage or liability occurring by reason of anything done or omitted to be done by ADMINISTERING AGENCY under or in connection with any work, authority or jurisdiction of ADMINISTERING AGENCY arising under this AGREEMENT. It is understood and agreed that ADMINISTERING AGENCY shall fully defend, indemnify and save harmless STATE and all of its officers and employees from all claims and suits or actions of every name, kind and description brought forth under, including but not limited to, tortious, contractual, inverse condemnation or other theories or assertions of liability occurring by reason of anything done or omitted to be done by ADMINISTERING AGENCY under this AGREEMENT.

15. Neither ADMINISTERING AGENCY nor any officer or employee thereof is responsible for any injury, damage or liability occurring by reason of anything done or omitted to be done by STATE, under or in connection with any work, authority or jurisdiction arising under this AGREEMENT. It is understood and agreed that STATE shall fully defend, indemnify and save harmless the ADMINISTERING AGENCY and all of its officers and employees from all claims, suits or actions of every name, kind and description brought forth under, including but not limited to, tortious, contractual, inverse condemnation and other theories or assertions of liability occurring by reason of anything done or omitted to be done by STATE under this AGREEMENT.

16. In the event of (a) ADMINISTERING AGENCY failing to timely proceed with effective PROJECT work in accordance with the project-specific PROGRAM SUPPLEMENT; (b) failing to maintain any applicable bonding requirements; and (c) otherwise materially violating the terms and conditions of this AGREEMENT and/or any PROGRAM SUPPLEMENT, STATE reserves the right to terminate funding for that PROJECT upon thirty (30) days' written notice to ADMINISTERING AGENCY.

17. No termination notice shall become effective if, within thirty (30) days after receipt of a Notice of Termination, ADMINISTERING AGENCY either cures the default involved or, if the default is not reasonably susceptible of cure within said thirty (30) day period the ADMINISTERING AGENCY proceeds thereafter to complete that cure in a manner and time line acceptable to STATE.

18. Any such termination shall be accomplished by delivery to ADMINISTERING AGENCY of a Notice of Termination, which notice shall become effective not less than thirty (30) days after receipt, specifying the reason for the termination, the extent to which funding of work under this AGREEMENT and the applicable PROGRAM SUPPLEMENT is terminated and the date upon which such termination becomes effective, if beyond thirty (30) days after receipt. During the period before the effective termination date, ADMINISTERING AGENCY and STATE shall meet to attempt to resolve any dispute. In the event of such termination, STATE may proceed with the PROJECT work in a manner deemed proper by STATE. If STATE terminates funding for PROJECT with ADMINISTERING AGENCY for the reasons stated in paragraph sixteen (16) of ARTICLE VI, STATE shall pay ADMINISTERING AGENCY the sum due ADMINISTERING AGENCY under the PROGRAM SUPPLEMENT and/or STATE-approved finance letter prior to termination, provided, however, ADMINISTERING AGENCY is not in default of the terms and conditions of this AGREEMENT or the project-specific PROGRAM SUPPLEMENT and that the cost of any PROJECT completion to STATE shall first be deducted from any sum due ADMINISTERING AGENCY.

19. In the case of inconsistency or conflicts with the terms of this AGREEMENT and that of a project-specific PROGRAM SUPPLEMENT and/or Cooperative Agreement, the terms stated in that PROGRAM SUPPLEMENT and/or Cooperative Agreement shall prevail over those in this AGREEMENT.

20. Without the written consent of STATE, this AGREEMENT is not assignable by ADMINISTERING AGENCY either in whole or in part.

21. No alteration or variation of the terms of this AGREEMENT shall be valid unless made in writing and signed by the PARTIES, and no oral understanding or agreement not incorporated herein shall be binding on any of the PARTIES.

IN WITNESS WHEREOF, the parties have executed this AGREEMENT by their duly authorized officer.

STATE OF CALIFORNIA
DEPARTMENT OF TRANSPORTATION

By Darlene Wulff

Darlene Wulff

For: Chief, Office of Project Management Oversight
Division of Local Assistance

Date 08/21/2025

Calaveras Council of Governments

By Melissa Raggio

Executive Director

Calaveras Council of Governments

Representative Name & Title
(Authorized Governing Body Representative)

Date 8/12/25

EXHIBIT A

FAIR EMPLOYMENT PRACTICES ADDENDUM

1. In the performance of this Agreement, ADMINISTERING AGENCY will not discriminate against any employee for employment because of race, color, sex, sexual orientation, religion, ancestry or national origin, physical disability, medical condition, marital status, political affiliation, family and medical care leave, pregnancy leave, or disability leave. ADMINISTERING AGENCY will take affirmative action to ensure that employees are treated during employment without regard to their race, sex, sexual orientation, color, religion, ancestry, or national origin, physical disability, medical condition, marital status, political affiliation, family and medical care leave, pregnancy leave, or disability leave. Such action shall include, but not be limited to, the following: employment; upgrading; demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. ADMINISTERING AGENCY shall post in conspicuous places, available to employees for employment, notices to be provided by STATE setting forth the provisions of this Fair Employment section.

2. ADMINISTERING AGENCY, its contractor(s) and all subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Government Code Section 1290-0 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 12900(a-f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations are incorporated into this AGREEMENT by reference and made a part hereof as if set forth in full. Each of the ADMINISTERING AGENCY''S contractors and all subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreements, as appropriate.

3. ADMINISTERING AGENCY shall include the nondiscrimination and compliance provisions of this clause in all contracts and subcontracts to perform work under this AGREEMENT.

4. ADMINISTERING AGENCY will permit access to the records of employment, employment advertisements, application forms, and other pertinent data and records by STATE, the State Fair Employment and Housing Commission, or any other agency of the State of California designated by STATE, for the purposes of investigation to ascertain compliance with the Fair Employment section of this Agreement.

5. Remedies for Willful Violation:

(a) STATE may determine a willful violation of the Fair Employment provision to have occurred upon receipt of a final judgment to that effect from a court in an action to which ADMINISTERING AGENCY was a party, or upon receipt of a written notice from the Fair Employment and Housing Commission that it has investigated and determined that ADMINISTERING AGENCY has violated the Fair Employment Practices Act and had issued an order under Labor Code Section 1426 which has become final or has obtained an injunction under Labor Code Section 1429.

(b) For willful violation of this Fair Employment Provision, STATE shall have the right to terminate this Agreement either in whole or in part, and any loss or damage sustained by STATE in securing the goods or services thereunder shall be borne and paid for by

ADMINISTERING AGENCY and by the surety under the performance bond, if any, and STATE may deduct from any moneys due or thereafter may become due to ADMINISTERING AGENCY, the difference between the price named in the Agreement and the actual cost thereof to STATE to cure ADMINISTERING AGENCY''s breach of this Agreement.

EXHIBIT B

NONDISCRIMINATION ASSURANCES

ADMINISTERING AGENCY HEREBY AGREES THAT, as a condition to receiving any federal financial assistance from the STATE, acting for the U.S. Department of Transportation, it will comply with Title VI of the Civil Rights Act of 1964, 78 Stat. 252, 42 U.S.C. 2000d-42 U.S.C.
2000d-4 (hereinafter referred to as the ACT), and all requirements imposed by or pursuant to Title
49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, "Nondiscrimination in Federally-Assisted Programs of the Department of Transportation - Effectuation of Title VI of the Civil Rights Act of 1964" (hereinafter referred to as the REGULATIONS), the Federal-aid Highway Act of 1973, and other pertinent directives, to the end that in accordance with the ACT, REGULATIONS, and other pertinent directives, no person in the United States shall, on the grounds of race, color, sex, national origin, religion, age or disability, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which ADMINISTERING AGENCY receives federal financial assistance from the Federal Department of Transportation. ADMINISTERING AGENCY HEREBY GIVES ASSURANCE THAT ADMINISTERING AGENCY will promptly take any measures necessary to effectuate this agreement. This assurance is required by subsection 21.7(a) (1) of the REGULATIONS.

More specifically, and without limiting the above general assurance, ADMINISTERING AGENCY hereby gives the following specific assurances with respect to its federal-aid Program:

1. That ADMINISTERING AGENCY agrees that each "program" and each "facility" as defined in subsections 21.23 (e) and 21.23 (b) of the REGULATIONS, will be (with regard to a "program") conducted, or will be (with regard to a "facility") operated in compliance with all requirements imposed by, or pursuant to, the REGULATIONS.

2. That ADMINISTERING AGENCY shall insert the following notification in all solicitations for bids for work or material subject to the REGULATIONS made in connection with the federal-aid Program and, in adapted form, in all proposals for negotiated agreements:

ADMINISTERING AGENCY hereby notifies all bidders that it will affirmatively ensure that in any agreement entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, sex, national origin, religion, age, or disability in consideration for an award.

3. That ADMINISTERING AGENCY shall insert the clauses of Appendix A of this assurance in every agreement subject to the ACT and the REGULATIONS.

4. That the clauses of Appendix B of this Assurance shall be included as a covenant running with the land, in any deed effecting a transfer of real property, structures, or improvements thereon, or interest therein.

5. That where ADMINISTERING AGENCY receives federal financial assistance to construct a facility, or part of a facility, the Assurance shall extend to the entire facility

and facilities operated in connection therewith.

6. That where ADMINISTERING AGENCY receives federal financial assistance in the form, or for the acquisition, of real property or an interest in real property, the Assurance shall extend to rights to space on, over, or under such property.

7. That ADMINISTERING AGENCY shall include the appropriate clauses set forth in Appendix C and D of this Assurance, as a covenant running with the land, in any future deeds, leases, permits, licenses, and similar agreements entered into by the ADMINISTERING AGENCY with other parties:

Appendix C;

(a) for the subsequent transfer of real property acquired or improved under the federal-aid Program ; and

Appendix D;

(b) for the construction or use of or access to space on, over, or under real property acquired, or improved under the federal-aid Program.

8. That this assurance obligates ADMINISTERING AGENCY for the period during which federal financial assistance is extended to the program, except where the federal financial assistance is to provide, or is in the form of, personal property or real property or interest therein, or structures, or improvements thereon, in which case the assurance obligates ADMINISTERING AGENCY or any transferee for the longer of the following periods:

(a) the period during which the property is used for a purpose for which the federal financial assistance is extended, or for another purpose involving the provision of similar services or benefits; or

(b) the period during which ADMINISTERING AGENCY retains ownership or possession of the property.

9. That ADMINISTERING AGENCY shall provide for such methods of administration for the program as are found by the U.S. Secretary of Transportation, or the official to whom he delegates specific authority, to give reasonable guarantee that ADMINISTERING AGENCY, other recipients, sub-grantees, applicants, sub-applicants, transferees, successors in interest, and other participants of federal financial assistance under such program will comply with all requirements imposed by, or pursuant to, the ACT, the REGULATIONS, this Assurance and the Agreement.

10. That ADMINISTERING AGENCY agrees that the United States and the State of California have a right to seek judicial enforcement with regard to any matter arising under the ACT, the REGULATIONS, and this Assurance.

11. ADMINISTERING AGENCY shall not discriminate on the basis of race, religion, age, disability, color, national origin or sex in the award and performance of any STATE assisted contract or in the administration on its DBE Program or the requirements of 49 CFR Part 26. ADMINISTERING AGENCY shall take all necessary and reasonable steps under 49 CFR Part 26 to ensure non-discrimination in the award and administration of STATE assisted contracts. ADMINISTERING AGENCY"S DBE Implementation Agreement is incorporated by reference in this AGREEMENT. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as a violation of this

agreement. Upon notification to the recipient of its failure to carry out its approved DBE Implementation Agreement, STATE may impose sanctions as provided for under 49 CFR Part 26 and may, in appropriate cases, refer the matter for enforcement under 18 USC 1001 and/or the Program Fraud Civil Remedies Act of 1985 (31USC 3801 et seq.)

THESE ASSURANCES are given in consideration of and for the purpose of obtaining any and all federal grants, loans, agreements, property, discounts or other federal financial assistance extended after the date hereof to ADMINISTERING AGENCY by STATE, acting for the U.S. Department of Transportation, and is binding on ADMINISTERING AGENCY, other recipients, subgrantees, applicants, sub-applicants, transferees, successors in interest and other participants in the federal-aid Highway Program.

APPENDIX A TO EXHIBIT B

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

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

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

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

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

(5) Sanctions for Noncompliance: In the event of ADMINISTERING AGENCY"s noncompliance with the nondiscrimination provisions of this agreement, STATE shall impose such agreement sanctions as it or the FHWA may determine to be appropriate, including, but not limited to:

(a) withholding of payments to ADMINISTERING AGENCY under the Agreement within a reasonable period of time, not to exceed 90 days; and/or

(b) cancellation, termination or suspension of the Agreement, in whole or in part.

(6) Incorporation of Provisions: ADMINISTERING AGENCY shall include the provisions of paragraphs (1) through (6) in every sub-agreement, including procurements of materials and leases of equipment, unless exempt by the REGULATIONS, or directives issued pursuant thereto. ADMINISTERING AGENCY shall take such action with respect

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

APPENDIX B TO EXHIBIT B

The following clauses shall be included in any and all deeds effecting or recording the transfer of PROJECT real property, structures or improvements thereon, or interest therein from the United States.

(GRANTING CLAUSE)

NOW, THEREFORE, the U.S. Department of Transportation, as authorized by law, and upon the condition that ADMINISTERING AGENCY will accept title to the lands and maintain the project constructed thereon, in accordance with Title 23, United States Code, the Regulations for the Administration of federal-aid for Highways and the policies and procedures prescribed by the Federal Highway Administration of the Department of Transportation and, also in accordance with and in compliance with the Regulations pertaining to and effectuating the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252; 42 U.S.C. 2000d to 2000d-4), does hereby remise, release, quitclaim and convey unto the ADMINISTERING AGENCY all the right, title, and interest of the U.S. Department of Transportation in, and to, said lands described in Exhibit "A" attached hereto and made a part hereof.

(HABENDUM CLAUSE)

TO HAVE AND TO HOLD said lands and interests therein unto ADMINISTERING AGENCY and its successors forever, subject, however, to the covenant, conditions, restrictions and reservations herein contained as follows, which will remain in effect for the period during which the real property or structures are used for a purpose for which federal financial assistance is extended or for another purpose involving the provision of similar services or benefits and shall be binding on ADMINISTERING AGENCY, its successors and assigns.

ADMINISTERING AGENCY, in consideration of the conveyance of said lands and interests in lands, does hereby covenant and agree as a covenant running with the land for itself, its successors and assigns,

(1) that no person shall on the grounds of race, color, sex, national origin, religion, age or disability, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination with regard to any facility located wholly or in part on, over, or under such lands hereby conveyed (;) (and) *

(2) that ADMINISTERING AGENCY shall use the lands and interests in lands so conveyed, in compliance with all requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Non-discrimination in federally-assisted programs of the

Department of Transportation - Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations may be amended (;) and

(3) that in the event of breach of any of the above-mentioned nondiscrimination conditions, the U.S. Department of Transportation shall have a right to re-enter said lands and facilities on said land, and the above-described land and facilities shall thereon revert to and vest in and become the absolute property of the U.S. Department of Transportation and its assigns as such interest existed prior to this deed.*

* Reverter clause and related language to be used only when it is determined that such a clause is necessary in order to effectuate the purposes of Title VI of the Civil Rights Act of 1964.

APPENDIX C TO EXHIBIT B

The following clauses shall be included in any and all deeds, licenses, leases, permits, or similar instruments entered into by ADMINISTERING AGENCY, pursuant to the provisions of Assurance 7(a) of Exhibit B.

The grantee (licensee, lessee, permittee, etc., as appropriate) for himself, his heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree (in the case of deeds and leases add "as covenant running with the land") that in the event facilities are constructed, maintained, or otherwise operated on the said property described in this (deed, license, lease, permit, etc.) for a purpose for which a U.S. Department of Transportation program or activity is extended or for another purpose involving the provision of similar services or benefits, the (grantee, licensee, lessee, permittee, etc.), shall maintain and operate such facilities and services in compliance with all other requirements imposed pursuant to Title 49, Code of Federal Regulations, U.S. Department of Transportation, Subtitle A, Office of Secretary, Part 21, Nondiscrimination in federally-assisted programs of the Department of Transportation - Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations may be amended.

(Include in licenses, leases, permits, etc.)*

That in the event of breach of any of the above nondiscrimination covenants, ADMINISTERING AGENCY shall have the right to terminate the (license, lease, permit etc.) and to re-enter and repossess said land and the facilities thereon, and hold the same as if said (license, lease, permit, etc.) had never been made or issued.

(Include in deeds)*

That in the event of breach of any of the above nondiscrimination covenants, ADMINISTERING AGENCY shall have the right to re-enter said land and facilities thereon, and the above- described lands and facilities shall thereupon revert to and vest in and become the absolute property of ADMINISTERING AGENCY and its assigns.

* Reverter clause and related language to be used only when it is determined that such a clause is necessary in order to effectuate the purposes of Title VI of the Civil

Rights Act of 1964.

APPENDIX D TO EXHIBIT B

The following shall be included in all deeds, licenses, leases, permits, or similar agreements entered into by the ADMINISTERING AGENCY, pursuant to the provisions of Assurance 7 (b) of Exhibit B.

The grantee (licensee, lessee, permittee, etc., as appropriate) for himself, his personal representatives, successors in interest and assigns, as a part of the consideration hereof, does hereby covenant and agree (in the case of deeds, and leases add "as a covenant running with the land") that:

(1) no person on the ground of race, color, sex, national origin, religion, age or disability, shall be excluded from participation in, denied the benefits of, or otherwise subjected to discrimination in the use of said facilities;

(2) that in the construction of any improvements on, over, or under such land and the furnishing of services thereon, no person on the ground of race, color, sex, national origin, religion, age or disability shall be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination; and

(3) that the (grantee, licensee, lessee, permittee, etc.,) shall use the premises in compliance with the Regulations.

(Include in licenses, leases, permits, etc.)*

That in the event of breach of any of the above nondiscrimination covenants, ADMINISTERING AGENCY shall have the right to terminate the (license, lease, permit, etc.) and to re-enter and repossess said land and the facilities thereon, and hold the same as if said (license, lease, permit, etc.) had never been made or issued.

(Include in deeds)*

That in the event of breach of any of the above nondiscrimination covenants, ADMINISTERING AGENCY shall have the right to re-enter said land and facilities thereon, and the above- described lands and facilities shall thereupon revert to and vest in and become the absolute property of ADMINISTERING AGENCY, and its assigns.

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* Reverter clause and related language to be used only when it is determined that such a clause is necessary in order to effectuate the purposes of Title VI of the Civil Rights Act of 1964..

Calaveras Council of Governments
COUNTY OF CALAVERAS
State of California
June 4, 2025

RESOLUTION NO: FY25-25

A RESOLUTION AUTHORIZING THE EXECUTIVE DIRECTOR TO SIGN, SUBMIT AND EXECUTE APPLICATIONS, AGREEMENTS AND RELATED DOCUMENTS TO RECEIVE FEDERAL AND STATE FUNDING

WHEREAS, the Congress of the United States has enacted the Federal Transportation Act to fund transportation programs which include, but are not limited to, the State Transportation Improvement Program (STIP); Planning, Programming and Monitoring (PPM); Rural Planning Assistance (RPA); Regional Surface Transportation Program (RSTP); Congestion Mitigation and Air Quality (CMAQ); and various Statewide and Federal Transit Administration (FTA) and Federal Highway Administration (FHWA) grants.

WHEREAS, the Legislature of the State of California has enacted legislation to allow certain Federal and State funds be made available for use for transportation projects as well as planning and administration purposes of public entities qualified to act as recipients of these Federal and State funds; and,

WHEREAS, the Calaveras Council of Governments adopts annual Overall Work Programs, Capital Improvement Programs and budgets based upon the receipt of these funds; and

WHEREAS, to receive these funds, various documents including, but not limited to, Master Fund Agreements, Program Supplemental Agreements, Fund Exchange Agreements, applications, forms, funding requests, certifications, plans and agreements must be signed and executed by an authorized individual on behalf of the Calaveras Council of Governments.

NOW, THEREFORE, BE IT RESOLVED that the Calaveras Council of Governments hereby authorizes the Executive Director, or designee, to sign, submit and execute all applications, agreements and related documents required which may include Master Fund Transfer Agreements, Program Supplement Agreements and Fund Exchange Agreements, to receive Federal and State funding for various transportation programs administered by the Calaveras Council of Governments.

The foregoing Resolution was duly passed and adopted by the Calaveras Council of Governments at a regular meeting thereof, held on 4th day of June 2025, by the following vote:

RESULT:	**ADOPTED BY CONSENT VOTE [UNANIMOUS]**
MOVER:	Gary Tofanelli, Board of Supervisors
SECONDER:	Tim Muetterties, Vice Chair
AYES:	Folendorf, Muetterties, Tofanelli, Schirato, Bettinger, Chimente, Wittke

ATTEST

Anne Dell'Orto, Clerk to the Council
Calaveras Council of Governments

Amanda Folendorf, Chair
Calaveras Council of Governments

CALAVERAS COUNCIL OF GOVERNMENTS AGENDA SUBMITTAL

Presented by: ***Melissa Raggio, Executive Director***	**Board Meeting Date** November 4, 2026	**Agenda Number** **5**
Resolution No. FY 27-12 Approving Allocation Instructions of Regional Surface Transportation Program (RSTP) Funds to Calaveras County Public Works Department for the Wagon Trail - SR 4 Realignment Phase 1 Project Totaling $1,081,642.08		
Published Notice Required? No **Public Hearing Required?** No		**Estimated Time:** 0-5
Type of Document: Resolution **PowerPoint Presentation Included?** No		

Recommendation:
Staff recommends the Council approve allocation instructions totaling $1,081,642.08 in RSTP as presented in the attached claim by the County Public Works Department for work completed on the Wagon Trail – SR 4 Realignment Phase 1 project.

Discussion:
The Council has approved $2,500,000 in RSTP funding for the SR 4 Wagon Trail project. The County Public Works Department has submitted the attached claim for reimbursement on the Wagon Trail – SR 4 Realignment Phase 1 project in the amount of $1,081,642.08 and if approved, this will close out the project, and the remaining balance will be $0 for this phase. The County Auditor Controller has approved the Claim for payment.

Fiscal Impact:
None, the Regional Surface Transportation Program (RSTP) programming is fully funded.

ATTACHMENT(S):
CCOG RESO FY 27-12 WAGON TRAIL PUBLIC WORKS RSTP CLAIM.pdf
ALLOCATION OF RSTP FOR WAGON TRAIL.pdf

Calaveras Council of Governments
COUNTY OF CALAVERAS
State of California
November 4, 2026

RESOLUTION NO: FY 27-12

RESOLUTION ALLOCATING REGIONAL SURFACE TRANSPORTATION PROGRAM (RSTP) FUNDS TO REIMBURSE THE COUNTY PUBLIC WORKS DEPARTMENT FOR EXPENDITURES ON THE WAGON TRAIL – SR 4 REALIGNMENT PHASE 1 PROJECT TOTALING $1,081,642.08

WHEREAS, the Calaveras Council of Governments (CCOG) as the Regional Transportation Planning Agency (RTPA) as designated under Section 29532 of the California Government Code, is responsible for the administration of the Regional Surface Transportation Program (RSTP) funds; and

WHEREAS, this designation requires the allocation of Regional Surface Transportation Program (RSTP) funds be established in accordance with Section 182.6 of the Streets and Highways Code; and

WHEREAS, the CCOG has approved the programming of Regional Surface Transportation Program (RSTP) funds on multiple City and County projects; and

WHEREAS, the County Public Works Department has requested reimbursement for expenditures on the Wagon Trail – SR 4 Realignment Phase 1 Project programmed by the Council in FY 2025/26.

NOW, THEREFORE, BE IT RESOLVED, that the Calaveras Council of Governments approves allocation of Regional Surface Transportation Program (RSTP) funds totaling $1,081,642.08 to the County Public Works Department for reimbursement on the Wagon Trail – SR 4 Realignment Phase 1 Project.

RESULT:
MOVER:
SECONDER:
AYES:

ATTEST

_____	_____
Anne Dell'Orto, Clerk to the Council	Tim Muetterties, Chair
Calaveras Council of Governments	Calaveras Council of Governments

Calaveras Council of Government (CCOG)

Name and Address of Claimant	CLAIM FOR PAYMENT P.O. Box 280 San Andreas, CA 95249 209-754-2094 Tel 209-754-2096 FAX	Jurisdiction:
Calaveras County Public Works		
891 Mountain Ranch Road		
San Andreas, CA 95249		

Description of Project or Purposes of Expenditures:	Check one to indicate use of funds:
Wagon Trail Phase 1	☐ Street and Road Purposes
	☐ Public Transit - Operating
	☐ Public Transit - Capital
	☐ 2% Bicycle and Pedestrian Purposes
	IS THIS THE FINAL CLAIM? X yes ___ no

	FUND	ACCOUNT	AMOUNT
Expended to date on this project:			3544334.86
Less amount of the current claim on this project:			875564.61
Amount of this claim:			2668770.25
If this is the final claim for this project, please submit a project completion certification and report with this invoice.	TOTAL CLAIM		2668770.25

SIGNATURE OF CLAIMANT

I certify that this claim is in accordance with applicable federal and state laws:

9/29/26

Signature, of authorized claimant — Date

APPROVAL OF DEPARTMENT

This claim is based on CCOG approval Programming and there are adequate funds available in claimant's account:

CCOG Executive Director — Date

AUDITOR

I certify that I have received all required document for this claim and that the computations on the documentation and claim are correct. This claim is approved for payment.

9/30/26

Greg Sessions, Auditor Controller — Date

REQUEST FOR PROGRAM OR FINANCIAL CERTIFICATION

Send to the Chief of the General Accounting Division
OFFICE OF THE AUDITOR-CONTROLLER

SPM Form GP-4 (Policy #106)

Note: This form should be used as a cover page to a certification submitted for the Auditor-Controller's signature. Per Policy 106, the preparer's immediate supervisor must verify the accuracy of the information provided and must use this form to attest to that fact.

By signing the below, I certify that I am the immediate supervisor of the preparer of the attached certification and the related documentation; that I have personally reviewed the same for accuracy; that the information provided is correct; and that documentation is attached to support each figure reported on the certification.

Signed _____ Date 9/29/26

Printed Name MICAH MARTIN Title PUBLIC WORKS DIRECTOR

Due Date/Return Date _____

Questions related to this certification should be directed to:

Printed name ROBERT PACHINGER Phone 6413

Please submit **two** copies of the certificate you are providing for the Auditor-Controller's signature (one review copy and one for signature). Cross reference each figure on the review copy of the certification with the supporting documentation.

Acceptable supporting documentation ***must*** include reports or queries generated from the County financial system and, possibly, reconciliations of certification figures to financial system data.

To Be Completed by the Auditor-Controller's Office

The attached certification has been accepted for the Auditor-Controller's signature.

Reviewer's Signature _____ Date 9/30/26

Reviewer's name GREG SESSIONS

CCOG to Public Works - Wagon Trail

LTF $2,000,000
RSTP $2,000,000

Invoice Date			Amount Paid	Contract Balance	Contract Spent
				4,000,000.00	
					0
6/5/2026	CCOG - RSTP		$ 918,357.92	$ 3,081,642.08	918,357.92
10/2/2026	CCOG - RSTP		$ 1,081,642.08	$ 2,000,000.00	2,000,000.00
10/2/2026	CCOG - LTF		$ 1,587,128.17	$ 412,871.83	3,587,128.17
		SPENT	$ 3,587,128.17	412,871.83	

Department of Public Works
891 Mountain Ranch Road
San Andreas, CA 95249
www.publicworks.calaverasgov.us • 209-754-6401

80 Blue Ravine Rd, Suite 250
Folsom, CA 95630
www.unicoengineering.com • 916.900.6623

County of Calaveras
State Route 4 Wagon Trail Realignment, Phase I
Contract #1200-2103 | Project #6128-029

Sukut Construction, LLC Final Pay Estimate

Total Progress Payment Amount =	$	2,691,993.31
Total Withholds/Deductions this Estimate =	$	(23,223.06)
This Progress Payment Amount to Pay =	$	2,668,770.25

Total Amount Work Completed to Date =	$	37,895,609.91
Total Withholds/Deductions to Date =	$	(27,353.06)
Total Net Amount Paid to Date =	$	37,868,256.85

Total Contract Amount at Bid Time =	$	18,041,629.00
Total Amount of Change Orders to Date=	$	19,853,980.91
Total Withholds/Deductions to Date =	$	(27,353.06)
Total Revised Contract Amount=	$	37,868,256.85
Total Contract Amount Remaining =		
Total Percent Remaining =		0%

Contractor: Sukut Construction, LLC

07/16/26
Cody Schilling, Project Manager - Date

Recommended for Payment By: UNICO Engineering

07/16/26
Ryan Kotey, Resident Engineer - Date

Approved for Payment By: County of Calaveras, Department of Public Works, Engineering Division

Invoice Date: _____ Queue: _____ PO: _____

_____
Micah Martin, Project Manager

_____
Date

UNICO ENGINEERING

FINAL PAY ESTIMATE

As of 7/10/2026

- PROJECT INFORMATION -

JOB: State Route 4 Wagon Trail Realignment, Phase I
CONTR: Sukut Construction, LLC
PN: 6128-029
THRU: Tuesday, May 19, 2026

CONTRACT AMT: $ 18,041,629.00
BID ITEMS TO DATE: $ 18,041,629.00
CCOs TO DATE: $ 19,853,980.91
TOTAL TO DATE: $ 37,895,609.91

ITEMS THIS PAY PERIOD: $ 624,763.95
CCOs THIS PAY PERIOD: $ 2,067,229.36
PAY REQUEST: $ 2,691,993.31

- BID ITEMS -

							PREVIOUSLY PAID		CURRENT ESTIMATE		TO DATE	
ITEM	ITEM CODE	DESCRIPTION	QTY	UOM	$/UNIT	TOTAL	UNITS	$ PREV.	UNITS	$ CURRENT	% COMPLETE	REMAINING
1	055555A	Construction Surveying/Staking	1	LS	$ 146,000.00	$ 146,000.00	1.000	$ 146,000.00	0.000	$ -	100.00%	0.00
2	066916	CGP Annual Fees	1	LS	$ 5,500.00	$ 5,500.00	1.000	$ 5,500.00	0.000	$ -	100.00%	0.00
3	070030	Lead Compliance Plan	1	LS	$ 1,750.00	$ 1,750.00	1.000	$ 1,750.00	0.000	$ -	100.00%	0.00
4	080050	Progress Schedule (CPM)	1	LS	$ 20,000.00	$ 20,000.00	1.000	$ 20,000.00	0.000	$ -	100.00%	0.00
5	090100	Time Related Overhead	400	WDAY	$ 2,300.00	$ 920,000.00	419.000	$ 963,700.00	-19.000	$ (43,700.00)	100.00%	0.00
6	100100	Develop Water Supply	1	LS	$ 85,000.00	$ 85,000.00	1.000	$ 85,000.00	0.000	$ -	100.00%	0.00
7	120090	Construction Area Signs	1	LS	$ 56,000.00	$ 56,000.00	1.000	$ 56,000.00	0.000	$ -	100.00%	0.00
8	120100	Traffic Control System	1	LS	$ 300,000.00	$ 300,000.00	1.000	$ 300,000.00	0.000	$ -	100.00%	0.00
9	120111A	Portable Transverse Rumble Strip	18	EA	$ 580.00	$ 10,440.00	12.000	$ 6,960.00	6.000	$ 3,480.00	100.00%	0.00
10	120120	Type III Barricade	10	EA	$ 181.00	$ 1,810.00	10.000	$ 1,810.00		$ -	100.00%	0.00
11	120149	Temporary Pavement Marking (Paint)	350	SQFT	$ 5.58	$ 1,953.00	405.000	$ 2,259.90	-55.000	$ (306.90)	100.00%	0.00
12	120159	Temporary Traffic Stripe (Paint)	76,039	LF	$ 0.60	$ 45,623.40	82932.000	$ 49,759.20	-6893.000	$ (4,135.80)	100.00%	0.00
13	120165	Channelizer (Surface Mounted)	569	EA	$ 61.00	$ 34,709.00	708.000	$ 43,188.00	-139.000	$ (8,479.00)	100.00%	0.00
14	120200A	Portable Radar Speed Feedback Sign System	2	EA	$ 11,850.00	$ 23,700.00	2.000	$ 23,700.00		$ -	100.00%	0.00
15	120300	Temporary Pavement Marker	1,640	EA	$ 4.50	$ 7,380.00	1880.000	$ 8,460.00	-240.000	$ (1,080.00)	100.00%	0.00
16	128652	Portable Changeable Message Sign	1	LS	$ 45,000.00	$ 45,000.00	1.000	$ 45,000.00	0.000	$ -	100.00%	0.00
17	129000	Temporary Railing (Type K)	18,140	LF	$ 20.00	$ 362,800.00	15380.000	$ 307,600.00	2760.000	$ 55,200.00	100.00%	0.00
18	129100	Temporary Crash Cushion Module	414	EA	$ 115.00	$ 47,610.00	140.000	$ 16,100.00	274.000	$ 31,510.00	100.00%	0.00
19	129111A	Alternative Temporary Crash Cushion	10	EA	$ 6,100.00	$ 61,000.00	12.000	$ 73,200.00	-2.000	$ (12,200.00)	100.00%	0.00
20	130100	Job Site Management	1	LS	$ 70,000.00	$ 70,000.00	1.000	$ 70,000.00	0.000	$ -	100.00%	0.00
21	130300	Prepare SWPPP	1	LS	$ 2,000.00	$ 2,000.00	1.000	$ 2,000.00	0.000	$ -	100.00%	0.00
22	130310	Rain Event Action Plan	19	EA	$ 250.00	$ 4,750.00	47.000	$ 11,750.00	-28.000	$ (7,000.00)	100.00%	0.00
23	130320	Storm Water Sampling and Analysis Day	36	EA	$ 250.00	$ 9,000.00	106.000	$ 26,500.00	-70.000	$ (17,500.00)	100.00%	0.00
24	130330	Storm Water Annual Report	2	EA	$ 350.00	$ 700.00	4.000	$ 1,400.00	-2.000	$ (700.00)	100.00%	0.00
25	130505	Move In/Move Out (Temporary Erosion Control)	6	EA	$ 500.00	$ 3,000.00	10.000	$ 5,000.00	-4.000	$ (2,000.00)	100.00%	0.00
26	130730	Street Sweeping	1	LS	$ 180,000.00	$ 180,000.00	1.000	$ 180,000.00	0.000	$ -	100.00%	0.00
27	130900	Temporary Concrete Washout	1	LS	$ 1,500.00	$ 1,500.00	1.000	$ 1,500.00	0.000	$ -	100.00%	0.00
28	130530	Temporary Hydraulic Mulch (Bonded Fiber Matrix)	432,550	SQYD	$ 0.55	$ 237,902.50	703346.000	$ 386,840.30	-270796.000	$ (148,937.80)	100.00%	0.00
29	130620	Temporary Drainage Inlet Protection	25	EA	$ 275.00	$ 6,875.00	31.000	$ 8,525.00	-6.000	$ (1,650.00)	100.00%	0.00
30	130640	Temporary Fiber Roll	93,600	LF	$ 4.75	$ 444,600.00	44819.000	$ 212,890.25	48781.000	$ 231,709.75	100.00%	0.00
31	130710	Temporary Construction Entrance	17	EA	$ 8,500.00	$ 144,500.00	8.000	$ 68,000.00	9.000	$ 76,500.00	100.00%	0.00
32	131103	Water Quality Sampling and Analysis Day	36	EA	$ 250.00	$ 9,000.00	0.000	$ -	36.000	$ 9,000.00	100.00%	0.00
33	131104	Water Quality Monitoring Report	36	EA	$ 250.00	$ 9,000.00	0.000	$ -	36.000	$ 9,000.00	100.00%	0.00
34	131105	Water Quality Annual Report	2	EA	$ 350.00	$ 700.00	1.000	$ 350.00	1.000	$ 350.00	100.00%	0.00
35	131201	Temporary Creek Diversion Systems	1	LS	$ 70,000.00	$ 70,000.00	1.000	$ 70,000.00	0.000	$ -	100.00%	0.00
36	140003	Asbestos Compliance Plan	1	LS	$ 2,200.00	$ 2,200.00	1.000	$ 2,200.00	0.000	$ -	100.00%	0.00
37	141103	Remove Yellow Thermoplastic Traffic Stripe (Hazardous Waste)	12,350	LF	$ 1.84	$ 22,724.00	11366.000	$ 20,913.44	984.000	$ 1,810.56	100.00%	0.00
38	141120	Treated Wood Waste	4,450	LB	$ 2.00	$ 8,900.00	4039.000	$ 8,078.00	411.000	$ 822.00	100.00%	0.00
39	153125A	Relocate Boulders	1	LS	$ 1,450.00	$ 1,450.00	1.000	$ 1,450.00	0.000	$ -	100.00%	0.00
40	161110	Temporary High-Visibility Fence	1,910	LF	$ 5.65	$ 10,791.50	4293.000	$ 24,255.45	-2383.000	$ (13,463.95)	100.00%	0.00
41	170103	Clearing and Grubbing	1	LS	$ 550,000.00	$ 550,000.00	1.000	$ 550,000.00	0.000	$ -	100.00%	0.00
42	190101	Roadway Excavation	328,000	CY	$ 5.00	$ 1,640,000.00	328000.000	$ 1,640,000.00		$ -	100.00%	0.00
43	190160	Rock Excavation (Controlled Blasting)	74,000	CY	$ 7.25	$ 536,500.00	74000.000	$ 536,500.00		$ -	100.00%	0.00
44	192020(F)	Structure Excavation (Type D)	232	CY	$ 25.00	$ 5,800.00	232.000	$ 5,800.00		$ -	100.00%	0.00
45	192025(F)	Structure Excavation (Culvert)	481	CY	$ 25.00	$ 12,025.00	481.000	$ 12,025.00		$ -	100.00%	0.00
46	193004(F)	Structure Backfill (Culvert)	490	CY	$ 75.00	$ 36,750.00	490.000	$ 36,750.00		$ -	100.00%	0.00
47	205035	Wood Mulch	40	CY	$ 102.00	$ 4,080.00	0.000	$ -	40.000	$ 4,080.00	100.00%	0.00
48	210280	Rolled Erosion Control Product (Blanket)	79,531	SQFT	$ 0.68	$ 54,081.08	32475.000	$ 22,083.00	47056.000	$ 31,998.08	100.00%	0.00
49	210290	Rolled Erosion Control Product (TRM)	1,105	SQFT	$ 10.00	$ 11,050.00	1105.000	$ 11,050.00		$ -	100.00%	0.00
50	210350	Fiber Rolls	83,056	LF	$ 2.90	$ 240,862.40	42904.360	$ 124,422.64	40151.640	$ 116,439.76	100.00%	0.00
51	210430	Hydroseed	3,125,563	SQFT	$ 0.11	$ 343,811.93	3113300.162	$ 342,463.02	12262.838	$ 1,348.91	100.00%	0.00
52	210610	Compost	994	CY	$ 61.00	$ 60,634.00	392.470	$ 23,940.67	601.530	$ 36,693.33	100.00%	0.00
53	210630	Incorporate Materials	80,636	SQFT	$ 0.22	$ 17,739.92	31826.000	$ 7,001.72	48810.000	$ 10,738.20	100.00%	0.00
54	211111	Permanent Erosion Control Establishment Work	1	LS	$ 76,000.00	$ 76,000.00	0.000	$ -	1.000	$ 76,000.00	100.00%	0.00

55	260203	Class 2 Aggregate Base	36,550	CY	$ 57.00	$ 2,083,350.00	35266.040	$ 2,010,164.28	1283.960	$ 73,185.72	100.00%	0.00
56	390132	Hot Mix Asphalt (Type A)	19,393	TON	$ 118.00	$ 2,288,374.00	23858.930	$ 2,815,353.74	-4465.930	$ (526,979.74)	100.00%	0.00
57	390137	Rubberized Hot Mix Asphalt (Gap Graded)	8,960	TON	$ 156.00	$ 1,397,760.00	5876.180	$ 916,684.08	3083.820	$ 481,075.92	100.00%	0.00
58	394073	Place Hot Mix Asphalt Dike (Type A)	205	LF	$ 5.00	$ 1,025.00	205.000	$ 1,025.00		$ -	100.00%	0.00
59	394074	Place Hot Mix Asphalt Dike (Type C)	275	LF	$ 5.00	$ 1,375.00	275.000	$ 1,375.00		$ -	100.00%	0.00
60	394076	Place Hot Mix Asphalt Dike (Type E)	3,779	LF	$ 5.00	$ 18,895.00	3897.000	$ 19,485.00	-118.000	$ (590.00)	100.00%	0.00
61	394077	Place Hot Mix Asphalt Dike (Type F)	4,376	LF	$ 5.00	$ 21,880.00	4371.000	$ 21,855.00	5.000	$ 25.00	100.00%	0.00
62	394090	Place Hot Mix Asphalt (Miscellaneous Areas)	117	SQYD	$ 208.00	$ 24,336.00	86.000	$ 17,888.00	31.000	$ 6,448.00	100.00%	0.00
63	397005	Tack Coat	34	TON	$ 1,600.00	$ 54,400.00	29.450	$ 47,120.00	4.550	$ 7,280.00	100.00%	0.00
64	398100	Remove Asphalt Concrete Dike	2,947	LF	$ 8.00	$ 23,576.00	2947.000	$ 23,576.00		$ -	100.00%	0.00
65	398200	Cold Plane Asphalt Concrete Pavement	1,550	SQYD	$ 6.26	$ 9,703.00	2171.970	$ 13,596.53	-621.970	$ (3,893.53)	100.00%	0.00
66	398300	Remove Base and Surfacing	51	CY	$ 205.00	$ 10,455.00	0.000	$ -	51.000	$ 10,455.00	100.00%	0.00
67	510090(F)	Structural Concrete, Box Culvert	226	CY	$ 1,250.00	$ 282,500.00	226.000	$ 282,500.00		$ -	100.00%	0.00
68	510092(F)	Structural Concrete, Headwall	67	CY	$ 1,225.00	$ 82,075.00	67.000	$ 82,075.00		$ -	100.00%	0.00
69	510094(F)	Structural Concrete, Drainage Inlet	44	CY	$ 1,650.00	$ 72,600.00	34.100	$ 56,265.00	9.900	$ 16,335.00	100.00%	0.00
70	510502(F)	Minor Concrete (Minor Structure)	29	CY	$ 1,275.00	$ 36,975.00	7.800	$ 9,945.00	21.200	$ 27,030.00	100.00%	0.00
71	510526(F)	Minor Concrete (Backfill)	21	CY	$ 410.00	$ 8,610.00	32.000	$ 13,120.00	-11.000	$ (4,510.00)	100.00%	0.00
72	520101(F)	Bar Reinforcing Steel	9,438	LB	$ 1.90	$ 17,932.20	9438.000	$ 17,932.20		$ -	100.00%	0.00
73	520107(F)	Bar Reinforcing Steel (Box Culvert)	50,619	LB	$ 1.60	$ 80,990.40	50619.000	$ 80,990.40		$ -	100.00%	0.00
74	610403	18" Temporary Culvert	326	LF	$ 136.00	$ 44,336.00	218.000	$ 29,648.00	108.000	$ 14,688.00	100.00%	0.00
75	610412A	Temporary OMP Inlet	4	EA	$ 6,900.00	$ 27,600.00	0.000	$ -	4.000	$ 27,600.00	100.00%	0.00
76	650014	18" Reinforced Concrete Pipe	1,606	LF	$ 187.00	$ 300,322.00	1566.300	$ 292,898.10	39.700	$ 7,423.90	100.00%	0.00
77	650018	24" Reinforced Concrete Pipe	735	LF	$ 220.00	$ 161,700.00	656.000	$ 144,320.00	79.000	$ 17,380.00	100.00%	0.00
78	650022	30" Reinforced Concrete Pipe	704	LF	$ 237.00	$ 166,848.00	463.200	$ 109,778.40	240.800	$ 57,069.60	100.00%	0.00
79	650026	36" Reinforced Concrete Pipe	502	LF	$ 311.00	$ 156,122.00	498.600	$ 155,064.60	3.400	$ 1,057.40	100.00%	0.00
80	650030	42" Reinforced Concrete Pipe	201	LF	$ 352.00	$ 70,752.00	200.900	$ 70,716.80	0.100	$ 35.20	100.00%	0.00
81	650042	60" Reinforced Concrete Pipe	655	LF	$ 448.00	$ 293,440.00	655.000	$ 293,440.00		$ -	100.00%	0.00
82	665023	24" Corrugated Steel Pipe (.079" thick)	54	LF	$ 198.00	$ 10,692.00	53.500	$ 10,593.00	0.500	$ 99.00	100.00%	0.00
83	665039	36" Corrugated Steel Pipe (.168" thick)	177	LF	$ 324.00	$ 57,348.00	205.900	$ 66,711.60	-28.900	$ (9,363.60)	100.00%	0.00
84	690117A	18" Corrugated Aluminum Pipe Downdrain (.06" thick)	315	LF	$ 155.00	$ 48,825.00	314.900	$ 48,809.50	0.100	$ 15.50	100.00%	0.00
85	700617	Drainage Inlet Marker	8	EA	$ 143.00	$ 1,144.00	0.000	$ -	8.000	$ 1,144.00	100.00%	0.00
86	705012A	18" Aluminum Flared End Section	5	EA	$ 1,325.00	$ 6,625.00	5.000	$ 6,625.00		$ -	100.00%	0.00
87	705023	36" Steel Flared End Section	2	EA	$ 1,425.00	$ 2,850.00	2.000	$ 2,850.00		$ -	100.00%	0.00
88	705204	18" Concrete Flared End Section	19	EA	$ 2,150.00	$ 40,850.00	19.000	$ 40,850.00		$ -	100.00%	0.00
89	705206	24" Concrete Flared End Section	14	EA	$ 2,450.00	$ 34,300.00	14.000	$ 34,300.00		$ -	100.00%	0.00
90	705208	30" Concrete Flared End Section	10	EA	$ 2,800.00	$ 28,000.00	8.000	$ 22,400.00	2.000	$ 5,600.00	100.00%	0.00
91	705210	36" Concrete Flared End Section	5	EA	$ 4,000.00	$ 20,000.00	5.000	$ 20,000.00		$ -	100.00%	0.00
92	705212	42" Concrete Flared End Section	2	EA	$ 9,600.00	$ 19,200.00	2.000	$ 19,200.00		$ -	100.00%	0.00
93	710130	Remove Culvert	524	LF	$ 30.00	$ 15,720.00	482.300	$ 14,469.00	41.700	$ 1,251.00	100.00%	0.00
94	710136	Remove Pipe	63	LF	$ 37.00	$ 2,331.00	63.000	$ 2,331.00		$ -	100.00%	0.00
95	710150	Remove Inlet	2	EA	$ 1,400.00	$ 2,800.00	3.000	$ 4,200.00	-1.000	$ (1,400.00)	100.00%	0.00
96	710166	Remove Asphalt Concrete Overside Drain	1	EA	$ 1,800.00	$ 1,800.00	1.000	$ 1,800.00		$ -	100.00%	0.00
97	710196	Adjust Inlet	2	EA	$ 2,900.00	$ 5,800.00	2.000	$ 5,800.00		$ -	100.00%	0.00
98	720111A	Drain Rock	1	CY	$ 3,300.00	$ 3,300.00	1.000	$ 3,300.00		$ -	100.00%	0.00
99	721431	Concrete (Concrete Apron)	1	CY	$ 4,600.00	$ 4,600.00	1.000	$ 4,600.00		$ -	100.00%	0.00
100	723070	Rock Slope Protection (150 lb, Class III, Method B)	300	CY	$ 130.00	$ 39,000.00	300.000	$ 39,000.00		$ -	100.00%	0.00
101	723080	Rock Slope Protection (60 lb, Class II, Method B)	928	CY	$ 126.00	$ 116,928.00	560.900	$ 70,673.40	367.100	$ 46,254.60	100.00%	0.00
102	723095	Rock Slope Protection (20 lb, Class I, Method B)	3,434	CY	$ 122.00	$ 418,948.00	3772.470	$ 460,241.34	-338.470	$ (41,293.34)	100.00%	0.00
103	729011	Rock Slope Protection Fabric (Class 8)	10,795	SY	$ 2.35	$ 25,368.25	10946.520	$ 25,724.32	-151.520	$ (356.07)	100.00%	0.00
104	730040	Minor Concrete (Gutter)	203	LF	$ 62.00	$ 12,586.00	201.000	$ 12,462.00	2.000	$ 124.00	100.00%	0.00
105	750001(F)	Miscellaneous Iron and Steel	7,224	LB	$ 4.25	$ 30,702.00	7224.000	$ 30,702.00	0.000	$ -	100.00%	0.00
106	750010	Manhole Frame and Cover	3	EA	$ 875.00	$ 2,625.00	3.000	$ 2,625.00		$ -	100.00%	0.00
107	782200	Obliterate Surfacing	22,106	SQYD	$ 3.50	$ 77,371.00	23401.000	$ 81,903.50	-1295.000	$ (4,532.50)	100.00%	0.00
108	800007A	Fence (Type BW, 5-Strand, Metal Post)	31,134	LF	$ 9.75	$ 303,556.50	30472.880	$ 297,110.58	661.120	$ 6,445.92	100.00%	0.00
109	800051	Fence (Type WM, Metal Post)	1,620	LF	$ 15.00	$ 24,300.00	1585.790	$ 23,786.85	34.210	$ 513.15	100.00%	0.00
110	800101	Temporary Fence (Type BW)	5,553	LF	$ 8.75	$ 48,588.75	5132.490	$ 44,909.29	420.510	$ 3,679.46	100.00%	0.00
111	801370A	16' Classic Gate	14	EA	$ 3,250.00	$ 45,500.00	18.000	$ 58,500.00	-4.000	$ (13,000.00)	100.00%	0.00
112	801371A	20' Classic Gate	1	EA	$ 3,450.00	$ 3,450.00	1.000	$ 3,450.00		$ -	100.00%	0.00
113	803012A	Deer Fence	298	LF	$ 16.50	$ 4,917.00	298.000	$ 4,917.00		$ -	100.00%	0.00
114	803020	Remove Fence	17,276	LF	$ 3.25	$ 56,147.00	18725.500	$ 60,857.88	-1449.500	$ (4,710.88)	100.00%	0.00
115	803060	Remove Gate	2	EA	$ 550.00	$ 1,100.00	2.000	$ 1,100.00		$ -	100.00%	0.00
116	803120	Reconstruct Fence (Type bW)	892	LF	$ 11.00	$ 9,812.00	892.000	$ 9,812.00		$ -	100.00%	0.00

UNICO ENGINEERING

FINAL PAY ESTIMATE

As of 7/10/2026

117	803190	Relocate Gate	1	EA	$ 2,650.00	$ 2,650.00	4.000	$ 10,600.00	-3.000	$ (7,950.00)	100.00%	0.00
118	810180	Delineator (Class 2)	166	EA	$ 56.00	$ 9,296.00	164.000	$ 9,184.00	2.000	$ 112.00	100.00%	0.00
119	810230	Pavement Marker (Retroreflective)	2,086	EA	$ 3.35	$ 6,988.10	1539.000	$ 5,155.65	547.000	$ 1,832.45	100.00%	0.00
120	820112	Marker (Culvert)	49	EA	$ 56.00	$ 2,744.00	43.000	$ 2,408.00	6.000	$ 336.00	100.00%	0.00
121	820133	Object Marker (Type N)	5	EA	$ 56.00	$ 280.00	5.000	$ 280.00		$ -	100.00%	0.00
122	820250	Remove Roadside Sign	41	EA	$ 224.00	$ 9,184.00	34.000	$ 7,616.00	7.000	$ 1,568.00	100.00%	0.00
123	820840	Roadside Sign - One Post	22	EA	$ 400.00	$ 8,800.00	22.000	$ 8,800.00		$ -	100.00%	0.00
124	820850	Roadside Sign - Two Post	1	EA	$ 775.00	$ 775.00	1.000	$ 775.00		$ -	100.00%	0.00
125	832005	Midwest Guardrail System	7,125	LF	$ 39.00	$ 277,875.00	6500.000	$ 253,500.00	625.000	$ 24,375.00	100.00%	0.00
126	832070	Vegatation Control (Minor Concrete)	2,750	SQYD	$ 92.00	$ 253,000.00	2525.000	$ 232,300.00	225.000	$ 20,700.00	100.00%	0.00
127	839521(F)	Cable Railing	156	LF	$ 69.00	$ 10,764.00	155.700	$ 10,743.30	0.300	$ 20.70	100.00%	0.00
128	839584	Alternative In-Line Terminal System	10	EA	$ 4,000.00	$ 40,000.00	10.000	$ 40,000.00		$ -	100.00%	0.00
129	839752	Remove Guardrail	166	LF	$ 14.00	$ 2,324.00	166.000	$ 2,324.00		$ -	100.00%	0.00
130	840516	Thermoplastic Pavement Marking (Enhanced Wet Night Visibility)	762	SQFT	$ 6.75	$ 5,143.50	802.000	$ 5,413.50	-40.000	$ (270.00)	100.00%	0.00
131	846007	6" Thermoplastic Traffic Stripe (Enhanced Wet Night Visibility)	87,060	LF	$ 1.05	$ 91,413.00	77046.000	$ 80,898.30	10014.000	$ 10,514.70	100.00%	0.00
132	846009	8" Thermoplastic Traffic Stripe (Enhanced Wet Night Visibility)	1,750	LF	$ 1.05	$ 1,837.50	2105.000	$ 2,210.25	-355.000	$ (372.75)	100.00%	0.00
133	846030	Remove Thermoplastic Traffic Stripe	11,614	LF	$ 1.25	$ 14,517.50	11445.000	$ 14,306.25	169.000	$ 211.25	100.00%	0.00
134	846035	Remove Thermoplastic Pavement Marking	227	SQFT	$ 5.50	$ 1,248.50	202.000	$ 1,111.00	25.000	$ 137.50	100.00%	0.00
135	846051	12" Rumble Strip (Asphalt Concrete Pavement)	440	STA	$ 28.00	$ 12,320.00	410.000	$ 11,480.00	30.000	$ 840.00	100.00%	0.00
136	999990	Mobilization	1	LS	$ 800,000.07	$ 800,000.07	1.000	$ 800,000.07		$ -	100.00%	0.00
137	130610	Temporary Check Dam	39,000	LF	$ 5.25	$ 204,750.00	40534.000	$ 212,803.50	-1534.000	$ (8,053.50)	100.00%	0.00
138	130680	Temporary Silt Fence	2,000	LF	$ 7.75	$ 15,500.00	9271.000	$ 71,850.25	-7271.000	$ (56,350.25)	100.00%	0.00
					SUBTOTAL	**$ 18,041,629.00**		**$ 17,416,865.05**		**$ 624,763.95**		

UNICO ENGINEERING

FINAL PAY ESTIMATE

As of 7/10/2026

- CHANGE ORDERS -							PREVIOUSLY PAID		CURRENT ESTIMATE		TO DATE	
CCO	DESCRIPTION	QTY	UOM	$/UNIT	TOTAL	UNITS	$ PREV.	UNITS	$ CURRENT	% COMPLETE	REMAINING
1	Clear for ROW Fence Install	1	LS	$ 40,420.80	$ 40,420.80	1.000	$ 40,420.80		$ -	100.00%	0.00
2	Clearing Environmentally Sensitive Areas	1	LS	$ 42,926.10	$ 42,926.10	1.000	$ 42,926.10		$ -	100.00%	0.00
3	Cultural Resource Trailer - Lump Sum	1	LS	$ 52,213.80	$ 52,213.80	1.000	$ 52,213.80		$ -	100.00%	0.00
3	Cultural Resource Trailer - Agreed Price	3	MNTH	$ 11,223.28	$ 33,669.84	3.000	$ 33,669.84		$ -	100.00%	0.00
4	Mechanical Scraping CAL-1679	1	LS	$ 25,528.67	$ 25,528.67	1.000	$ 25,528.67		$ -	100.00%	0.00
5	Hand Clearing Station 235+00 to 253+00	1	LS	$ 103,994.86	$ 103,994.86	1.000	$ 103,994.86		$ -	100.00%	0.00
6	Job Shut down 4/15/22	1	LS	$ 8,899.60	$ 8,899.60	1.000	$ 8,899.60		$ -	100.00%	0.00
7	Bid Item 40 - High Visibility Fence	7,000	LF	$ 5.65	$ 39,550.00	7000.000	$ 39,550.00		$ -	100.00%	0.00
7	Bid Item 137 - Check Dam	-37,000	LF	$ 5.25	$ (194,250.00)	-37000.000	$ (194,250.00)		$ -	100.00%	0.00
7	Bid Item 138 - Silt Fence	37,000	LF	$ 7.75	$ 286,750.00	15876.000	$ 123,039.00	21124.000	$ 163,711.00	100.00%	0.00
8	Standby chipping equipment COR 016	1	LS	$ 8,284.00	$ 8,284.00	1.000	$ 8,284.00		$ -	100.00%	0.00
9	Haul and place of blasting cover material COR 006	1	LS	$ 55,649.27	$ 55,649.27	1.000	$ 55,649.27		$ -	100.00%	0.00
10	Earthwork	1	LS	$ 125,480.78	$ 125,480.78	1.000	$ 125,480.78		$ -	100.00%	0.00
11	Earthwork	1	LS	$ 147,279.93	$ 147,279.93	1.000	$ 147,279.93		$ -	100.00%	0.00
12	Earthwork	1	LS	$ 179,312.23	$ 179,312.23	1.000	$ 179,312.23		$ -	100.00%	0.00
13	Earthwork	1	LS	$ 156,934.22	$ 156,934.22	1.000	$ 156,934.22		$ -	100.00%	0.00
14	Rock Exc. at DS 16 w/out geotechnical data	1	LS	$ 5,459.56	$ 5,459.56	1.000	$ 5,459.56		$ -	100.00%	0.00
15	Water screening	1	LS	$ 55,401.22	$ 55,401.22	1.000	$ 55,401.22		$ -	100.00%	0.00
16	Staking for MSE Wall	1	LS	$ 5,522.00	$ 5,522.00	1.000	$ 5,522.00		$ -	100.00%	0.00
17	Unsuitable material at shoofly S2T1	1	LS	$ 11,496.98	$ 11,496.98	1.000	$ 11,496.98		$ -	100.00%	0.00
18	DS 54 modifications	1	LS	$ 93,332.98	$ 93,332.98	1.000	$ 93,332.98		$ -	100.00%	0.00
18	DS 54 modifications (Items)	1	LS	$ 31,431.95	$ 31,431.95	0.000	$ -	1.000	$ 31,431.95	100.00%	0.00
19	Cultural security	1	LS	$ 10,290.00	$ 10,290.00	1.000	$ 10,290.00		$ -	100.00%	0.00
20	Temporary Hydroseed	1	LS	$ 26,686.44	$ 26,686.44	1.000	$ 26,686.44		$ -	100.00%	0.00
21	ROW Fence repairs 10/30	1	LS	$ 1,314.72	$ 1,314.72	1.000	$ 1,314.72		$ -	100.00%	0.00
22	During storm drainage corrections 2022.11.01	1	LS	$ 2,579.83	$ 2,579.83	1.000	$ 2,579.83		$ -	100.00%	0.00
23	Shoofly Alt. STA 150 - FCD 024	1	LS	$ 77,654.12	$ 77,654.12	1.000	$ 77,654.12		$ -	100.00%	0.00
24	Cultural EWBs	1	LS	$ 59,202.99	$ 59,202.99	1.000	$ 59,202.99		$ -	100.00%	0.00
24	Cultural Resource Trailer - Extension	3	MNTH	$ 15,117.81	$ 45,353.43	3.000	$ 45,353.43		$ -	100.00%	0.00
25	Earthwork from 09/12 to 10/07	1	LS	$ 175,660.07	$ 175,660.07	1.000	$ 175,660.07		$ -	100.00%	0.00
26	Season 1 Additional Staging Signs	1	LS	$ 76,687.56	$ 76,687.56	1.000	$ 76,687.56		$ -	100.00%	0.00
27	Storm drainage corrections	1	LS	$ 11,659.38	$ 11,659.38	1.000	$ 11,659.38		$ -	100.00%	0.00
28	North End Tie-In Corrections	1	LS	$ 5,538.41	$ 5,538.41	1.000	$ 5,538.41		$ -	100.00%	0.00
29	Earthwork STA 199 - STA 212 [Oct. 17 to Nov. 03]	1	LS	$ 39,661.90	$ 39,661.90	1.000	$ 39,661.90		$ -	100.00%	0.00
30	Storm drainage corrections and SWPPP changes	1	LS	$ 61,502.28	$ 61,502.28	1.000	$ 61,502.28		$ -	100.00%	0.00
31	North end tie-in profiling and grinding	1	LS	$ 3,300.00	$ 3,300.00	1.000	$ 3,300.00		$ -	100.00%	0.00
32	Cultural EWBs [01-2023, 02-2023, & 03-2023]	1	LS	$ 16,815.61	$ 16,815.61	1.000	$ 16,815.61		$ -	100.00%	0.00
33	Staking TCE at Appaloosa Road	1	LS	$ 3,010.41	$ 3,010.41	1.000	$ 3,010.41		$ -	100.00%	0.00
34	Dike, HMA OSD, and sign installation	1	LS	$ 19,879.68	$ 19,879.68	1.000	$ 19,879.68		$ -	100.00%	0.00
35	Hunt Road stockpile cover	1	LS	$ 14,111.81	$ 14,111.81	1.000	$ 14,111.81		$ -	100.00%	0.00
36	Nassau Creek MSE wall engineering services	1	LS	$ 10,725.00	$ 10,725.00	1.000	$ 10,725.00		$ -	100.00%	0.00
37	Trench Plates Rental	1	LS	$ 66,284.61	$ 66,284.61	1.000	$ 66,284.61		$ -	100.00%	0.00
38	Asphalt Investigation and Repairs at STA 155 Shoofly	1	LS	$ 101,312.18	$ 101,312.18	1.000	$ 101,312.18		$ -	100.00%	0.00
39	Slope Repair	1	LS	$ 43,698.97	$ 43,698.97	1.000	$ 43,698.97		$ -	100.00%	0.00
40	Project Delay and TRO (5-1-2023 to 5-20-2023)	1	LS	$ 84,521.15	$ 84,521.15	1.000	$ 84,521.15		$ -	100.00%	0.00
41	Project Delay and TRO (5-21-2023 to 6-20-2023)	1	LS	$ 104,213.84	$ 104,213.84	1.000	$ 104,213.84		$ -	100.00%	0.00
42	Project Delay and TRO (6-21-2023 to 7-28-2023)	1	LS	$ 116,242.48	$ 116,242.48	1.000	$ 116,242.48		$ -	100.00%	0.00
43	Trench Plate Rental	1	LS	$ 17,715.95	$ 17,715.95	1.000	$ 17,715.95		$ -	100.00%	0.00
44	Water screening, relocation of boulders, and new trailer connection	1	LS	$ 85,733.44	$ 85,733.44	1.000	$ 85,733.44		$ -	100.00%	0.00
45	Project Delay (PPR 20 and PPR 21)	1	LS	$ 2,072.00	$ 2,072.00	1.000	$ 2,072.00		$ -	100.00%	0.00
46	Trench Plate Rental (PPR20 and PPR 21)	1	LS	$ 35,431.90	$ 35,431.90	1.000	$ 35,431.90		$ -	100.00%	0.00
47	Earthwork between STA 220 to STA 260 (PPR20)	1	LS	$ 184,853.01	$ 184,853.01	1.000	$ 184,853.01		$ -	100.00%	0.00
48	NOA Mitigation for 2022 and 2023	1	FA	$ 139,716.91	$ 139,716.91	1.000	$ 139,716.91		$ -	100.00%	0.00
49	EWBs Misc. (PCO 99, 107-110, 115-117, 120)	1	FA	$ 113,260.43	$ 113,260.43	1.000	$ 113,260.43		$ -	100.00%	0.00
50	2022 Project Sweeping and Additional Water Trucks for NOA	1	LS	$ 35,131.50	$ 35,131.50	1.000	$ 35,131.50		$ -	100.00%	0.00
51	Earthwork Cut C-6C to Fill F-8A 8-21-23 to 8-31-23	1	LS	$ 163,950.99	$ 163,950.99	1.000	$ 163,950.99		$ -	100.00%	0.00
52	Earthwork Cut C-6C to Fill F-8A 9-1-23 to 9-19-23	1	LS	$ 193,119.56	$ 193,119.56	1.000	$ 193,119.56		$ -	100.00%	0.00
53	Earthwork Cut C-6A to Fill F-6 9-6-23 to 9-20-23	1	LS	$ 160,783.04	$ 160,783.04	1.000	$ 160,783.04		$ -	100.00%	0.00
54	Earthwork C6A, C5B, C7B, C5B, and Blast	1	LS	$ 207,789.68	$ 207,789.68	1.000	$ 207,789.68		$ -	100.00%	0.00
55	EWBs Misc and Cultural	1	LS	$ 94,407.02	$ 94,407.02	1.000	$ 94,407.02		$ -	100.00%	0.00

UNICO ENGINEERING

FINAL PAY ESTIMATE

As of 7/10/2026

56		Earthwork C-6C to F-8A 9-21-23 to 10-20-23	1	LS	$ 134,450.80	$ 134,450.80	1.000	$ 134,450.80		$ -	100.00%	0.00
57		Earthwork C-5B to F-6 9-28-23 to 10-6-23	1	LS	$ 155,001.96	$ 155,001.96	1.000	$ 155,001.96		$ -	100.00%	0.00
58		Earthwork Cut 6B to Fill 7 and Cut 6C to Fill 8A	1	LS	$ 141,308.98	$ 141,308.98	1.000	$ 141,308.98		$ -	100.00%	0.00
59		Earthwork Excavate Drainage Ditches	1	LS	$ 101,248.64	$ 101,248.64	1.000	$ 101,248.64		$ -	100.00%	0.00
60		2024 Estimated Earthwork	1	FA	$ 855,000.00	$ 855,000.00	1.000	$ 855,000.00		$ -	100.00%	0.00
60		2024 Estimated Earthwork Supplemental 01	1	FA	$ 2,100,000.00	$ 2,100,000.00	1.000	$ 2,100,000.00		$ -	100.00%	0.00
60		2024 Estimated Earthwork Supplemental 02	1	FA	$ 1,249,500.00	$ 1,249,500.00	0.948	$ 1,184,536.11	0.052	$ 64,963.89	100.00%	0.00
60		2024 Estimated Earthwork Supplemental 03	1	FA	$ 1,270,599.45	$ 1,270,599.45	0.610	$ 775,414.85	0.390	$ 495,184.60	100.00%	0.00
61		EWB Misc.	1	LS	$ 29,552.51	$ 29,552.51	1.000	$ 29,552.51		$ -	100.00%	0.00
62		2022 Street Sweeping Reconciliation	1	LS	$ 70,672.00	$ 70,672.00	1.000	$ 70,672.00		$ -	100.00%	0.00
63		MSE Wall and Channel	1	LS	$ 6,014,203.45	$ 6,014,203.45	1.001	$ 6,018,539.61	-0.001	$ (4,336.16)	100.00%	0.00
64		STA 155 Shoofly Pavement Repair	1	LS	$ 193,795.00	$ 193,795.00	1.000	$ 193,795.00		$ -	100.00%	0.00
65		SD Repairs, ESA Fence, Staking, Re-Design, and Plate Rental	1	LS	$ 23,296.37	$ 23,296.37	1.000	$ 23,296.37		$ -	100.00%	0.00
66		Trench Plate Rental Final and DS-3 Abandonment	1	LS	$ 7,953.88	$ 7,953.88	1.000	$ 7,953.88		$ -	100.00%	0.00
67		2024 NOA, ESA Fence, FCD 039R1 Underdrain, Concrete Channel Joints	1	LS	$ 130,542.49	$ 130,542.49	1.000	$ 130,542.49		$ -	100.00%	0.00
68		2024 Rock Excavation and Blasting	1	LS	$ 169,065.73	$ 169,065.73	1.000	$ 169,065.73		$ -	100.00%	0.00
69		2023 GPS, DRB, and K-Rail Pinning	1	LS	$ 39,041.72	$ 39,041.72	1.000	$ 39,041.72		$ -	100.00%	0.00
70		2023 Winterization, Nassau Groundwater Mitigation, and Saturday Work	1	LS	$ 102,617.94	$ 102,617.94	1.000	$ 102,617.94		$ -	100.00%	0.00
71		2024 and 2025 Street Sweeping	1	LS	$ 195,000.00	$ 195,000.00	1.000	$ 195,000.00		$ -	100.00%	0.00
71		2024 and 2025 Street Sweeping Supplemental	1	LS	$ 73,861.80	$ 73,861.80	0.964	$ 71,232.05	0.036	$ 2,629.75	100.00%	0.00
72		Additional TRO Days	1	LS	$ 492,200.00	$ 492,200.00	1.000	$ 492,200.00		$ -	100.00%	0.00
73		Top of Wall LS	1	LS	$ 188,543.90	$ 188,543.90	1.000	$ 188,543.90		$ -	100.00%	0.00
74		Top of Wall T&M	1	FA	$ 35,000.00	$ 35,000.00	0.594	$ 20,787.69	0.406	$ 14,212.31	100.00%	0.00
75		FCD40 and DRB Meeting 02	1	LS	$ 56,428.48	$ 56,428.48	1.000	$ 56,428.48		$ -	100.00%	0.00
76		2025 NOA, DRB, and PRD-12 GPS	1	LS	$ 110,720.00	$ 110,720.00	0.915	$ 101,341.70	0.085	$ 9,378.30	100.00%	0.00
77		Fence Modifications	1	BI	$ 7,941.25	$ 7,941.25	1.547	$ 12,287.75	-0.547	$ (4,346.50)	100.00%	0.00
78		Subgrade Work	1	FA	$ 60,000.00	$ 60,000.00	1.000	$ 60,000.00		$ -	100.00%	0.00
78		Subgrade Work Supplemental	1	LS	$ 65,000.00	$ 65,000.00	0.727	$ 47,257.14	0.273	$ 17,742.86	100.00%	0.00
79		Nassau Creek Erosion	1	FA, BI	$ 73,216.90	$ 73,216.90	0.908	$ 66,484.94	0.092	$ 6,731.96	100.00%	0.00
80		2023 Construction Water	1	FA	$ 86,987.99	$ 86,987.99	1.000	$ 86,987.99		$ -	100.00%	0.00
81		2024 Equipment Moves and NOPC #1	1	LS	$ 171,332.99	$ 171,332.99	1.000	$ 171,332.99		$ -	100.00%	0.00
82		HMA Oil Adjustment	1	AC	$ 65,000.00	$ 65,000.00	0.881	$ 57,240.53	0.119	$ 7,759.47	100.00%	0.00
83		2024 GPS and Construction Water	1	LS	$ 152,031.40	$ 152,031.40	1.000	$ 152,031.40		$ -	100.00%	0.00
84		Pavement Smoothness Bonus	1	LS	$ 43,538.26	$ 43,538.26	1.000	$ 43,538.26		$ -	100.00%	0.00
85		FCD 57, 58, & 59	1	FA, LS	$ 38,513.52	$ 38,513.52	0.000	$ -	1.000	$ 38,513.52	100.00%	0.00
86		2025 Construction Water	1	FA	$ 93,159.71	$ 93,159.71	0.000	$ -	1.000	$ 93,159.71	100.00%	0.00
87		PCO 254, 255, 256 & Balancing Change Order	1	BI, LS, FA	$ (378,467.20)	$ (378,467.20)	0.000	$ -	1.000	$ (378,467.20)	100.00%	0.00
88		TRO, Escalation, and PCO 258	1	FA, LS	$ 1,508,959.90	$ 1,508,959.90	0.000	$ -	1.000	$ 1,508,959.90	100.00%	0.00
1	PPR 10	MOH #02 for RCP (Refer to MOH sheet)	1	LS	$ 21,632.97	$ 21,632.97	1.000	$ 21,632.97		$ -	100.00%	0.00
1	PPR 23	MOH #02 for RCP (Refer to MOH sheet)	1	LS	$ (19,686.00)	$ (19,686.00)	1.000	$ (19,686.00)		$ -	100.00%	0.00
1	PPR 29	MOH #02 for RCP (Refer to MOH sheet)	1	LS	$ (968.67)	$ (968.67)	1.000	$ (968.67)		$ -	100.00%	0.00
1	PPR 31	MOH #02 for RCP (Refer to MOH sheet)	1	LS	$ (978.29)	$ (978.29)	1.000	$ (978.29)		$ -	100.00%	0.00
					SUBTOTAL	**$ 19,853,980.91**		**$ 17,786,751.55**		**$ 2,067,229.36**		

- SCHEDULE OF WITHHOLDS -

							PREVIOUSLY PAID		CURRENT ESTIMATE		TO DATE	
PPR #	ITEM #	DESCRIPTION	QTY	UOM	$/UNIT	TOTAL	UNITS	$ PREV.	UNITS	$ CURRENT	% COMPLETE	REMAINING
4	1	Performance Withhold - CPM Updates through April	1	LS	$ (10,000.00)	$ (10,000.00)	1.000	$ (10,000.00)		$ -	100.00%	0.00
5	1	Performance Withhold - CPM Updates through April - Received	1	LS	$ 10,000.00	$ 10,000.00	1.000	$ 10,000.00		$ -	100.00%	0.00
5	2	Performance Withhold - CPM Updates through May	1	LS	$ (10,000.00)	$ (10,000.00)	1.000	$ (10,000.00)		$ -	100.00%	0.00
6	2	Performance Withhold - CPM Updates through May - Received	1	LS	$ 10,000.00	$ 10,000.00	1.000	$ 10,000.00		$ -	100.00%	0.00
21	3	Performance Withhold - CPM Updated May 2023	1	LS	$ (10,000.00)	$ (10,000.00)	1.000	$ (10,000.00)		$ -	100.00%	0.00
24	3	Performance Withhold - CPM Updated May 2023 - Received	1	LS	$ 10,000.00	$ 10,000.00	1.000	$ 10,000.00		$ -	100.00%	0.00
22	4	Performance Withhold - NCR 4 Slopes and Ditches	1	LS	$ (192,727.00)	$ (192,727.00)	1.000	$ (192,727.00)		$ -	100.00%	0.00
38	4	Performance Withhold - NCR 4 Slopes and Ditches - 50% Release	1	LS	$ 96,363.50	$ 96,363.50	1.000	$ 96,363.50		$ -	100.00%	0.00
43	4	Performance Withhold - NCR 4 Slopes and Ditches - 50% Release	1	LS	$ 96,363.50	$ 96,363.50	1.000	$ 96,363.50		$ -	100.00%	0.00
25	5	Performance Withhold - CPM Updated June 2023	1	LS	$ (10,000.00)	$ (10,000.00)	1.000	$ (10,000.00)		$ -	100.00%	0.00
27	5	Performance Withhold - CPM Updated June 2023 - Received	1	LS	$ 10,000.00	$ 10,000.00	1.000	$ 10,000.00		$ -	100.00%	0.00
25	6	Performance Withhold - CPM Updated July 2023	1	LS	$ (10,000.00)	$ (10,000.00)	1.000	$ (10,000.00)		$ -	100.00%	0.00
32	6	Performance Withhold - CPM Updated July 2023 - Received	1	LS	$ 10,000.00	$ 10,000.00	1.000	$ 10,000.00		$ -	100.00%	0.00
25	7	Performance Withhold - CPM Updated August 2023	1	LS	$ (10,000.00)	$ (10,000.00)	1.000	$ (10,000.00)		$ -	100.00%	0.00

32	7	Performance Withhold - CPM Updated August 2023 - Received	1	LS	$ 10,000.00	$ 10,000.00	1.000	$ 10,000.00	$ -	100.00%	0.00
25	8	Performance Withhold - CPM Updated September 2023	1	LS	$ (10,000.00)	$ (10,000.00)	1.000	$ (10,000.00)	$ -	100.00%	0.00
33	8	Performance Withhold - CPM Updated September 2023 - Received	1	LS	$ 10,000.00	$ 10,000.00	1.000	$ 10,000.00	$ -	100.00%	0.00
25	9	Performance Withhold - CPM Updated October 2023	1	LS	$ (10,000.00)	$ (10,000.00)	1.000	$ (10,000.00)	$ -	100.00%	0.00
33	9	Performance Withhold - CPM Updated October 2023 - Received	1	LS	$ 10,000.00	$ 10,000.00	1.000	$ 10,000.00	$ -	100.00%	0.00
25	10	Performance Withhold - CPM Updated November 2023	1	LS	$ (10,000.00)	$ (10,000.00)	1.000	$ (10,000.00)	$ -	100.00%	0.00
36	10	Performance Withhold - CPM Updated November 2023 - Received	1	LS	$ 10,000.00	$ 10,000.00	1.000	$ 10,000.00	$ -	100.00%	0.00
25	11	Performance Withhold - CPM Updated December 2023	1	LS	$ (10,000.00)	$ (10,000.00)	1.000	$ (10,000.00)	$ -	100.00%	0.00
36	11	Performance Withhold - CPM Updated December 2023 - Received	1	LS	$ 10,000.00	$ 10,000.00	1.000	$ 10,000.00	$ -	100.00%	0.00
25	12	Performance Withhold - CPM Updated January 2024	1	LS	$ (10,000.00)	$ (10,000.00)	1.000	$ (10,000.00)	$ -	100.00%	0.00
36	12	Performance Withhold - CPM Updated January 2024 - Received	1	LS	$ 10,000.00	$ 10,000.00	1.000	$ 10,000.00	$ -	100.00%	0.00
26	13	Performance Withhold - CPM Updated February 2024	1	LS	$ (10,000.00)	$ (10,000.00)	1.000	$ (10,000.00)	$ -	100.00%	0.00
36	13	Performance Withhold - CPM Updated February 2024 - Received	1	LS	$ 10,000.00	$ 10,000.00	1.000	$ 10,000.00	$ -	100.00%	0.00
27	14	Performance Withhold - CPM Updated March 2024	1	LS	$ (10,000.00)	$ (10,000.00)	1.000	$ (10,000.00)	$ -	100.00%	0.00
37	14	Performance Withhold - CPM Updated March 2024 - Received	1	LS	$ 10,000.00	$ 10,000.00	1.000	$ 10,000.00	$ -	100.00%	0.00
28	15	Performance Withhold - CPM Updated April 2024	1	LS	$ (10,000.00)	$ (10,000.00)	1.000	$ (10,000.00)	$ -	100.00%	0.00
37	15	Performance Withhold - CPM Updated April 2024 - Received	1	LS	$ 10,000.00	$ 10,000.00	1.000	$ 10,000.00	$ -	100.00%	0.00
28	16	Performance Withhold - Project Schedule (Letter 049) - PPR 28	1	LS	$ (220,617.01)	$ (220,617.01)	1.000	$ (220,617.01)	$ -	100.00%	0.00
31	16	Performance Withhold - Project Schedule (Letter 049) - PPR 28 - 10% Release	1	LS	$ 220,617.01	$ 220,617.01	1.000	$ 220,617.01	$ -	100.00%	0.00
29	17	Performance Withhold - CPM Updated May 2024	1	LS	$ (10,000.00)	$ (10,000.00)	1.000	$ (10,000.00)	$ -	100.00%	0.00
37	17	Performance Withhold - CPM Updated May 2024 - Received	1	LS	$ 10,000.00	$ 10,000.00	1.000	$ 10,000.00	$ -	100.00%	0.00
29	18	Performance Withhold - Project Schedule (Letter 049) - PPR 29	1	LS	$ (702,322.29)	$ (702,322.29)	1.000	$ (702,322.29)	$ -	100.00%	0.00
31	18	Performance Withhold - Project Schedule (Letter 049) - PPR 29 - 10% Release	1	LS	$ 617,980.18	$ 617,980.18	1.000	$ 617,980.18	$ -	100.00%	0.00
32	18	Performance Withhold - Project Schedule (Letter 049) - PPR 29 - 10% Release	1	LS	$ 84,342.11	$ 84,342.11	1.000	$ 84,342.11	$ -	100.00%	0.00
30	19	Performance Withhold - CPM Updated June 2024	1	LS	$ (10,000.00)	$ (10,000.00)	1.000	$ (10,000.00)	$ -	100.00%	0.00
37	19	Performance Withhold - CPM Updated June 2024 - Received	1	LS	$ 10,000.00	$ 10,000.00	1.000	$ 10,000.00	$ -	100.00%	0.00
30	20	Performance Withhold - Project Schedule (Letter 049) - PPR 30	1	LS	$ (543,161.51)	$ (543,161.51)	1.000	$ (543,161.51)	$ -	100.00%	0.00
32	20	Performance Withhold - Project Schedule (Letter 049) - PPR 30 - 10% Release	1	LS	$ 543,161.51	$ 543,161.51	1.000	$ 543,161.51	$ -	100.00%	0.00
31	21	Performance Withhold - CPM Updated July 2024	1	LS	$ (10,000.00)	$ (10,000.00)	1.000	$ (10,000.00)	$ -	100.00%	0.00
37	21	Performance Withhold - CPM Updated July 2024 - Received	1	LS	$ 10,000.00	$ 10,000.00	1.000	$ 10,000.00	$ -	100.00%	0.00
31	22	Performance Withhold - Project Schedule (Letter 049) - PPR 31	1	LS	$ (756,133.88)	$ (756,133.88)	1.000	$ (756,133.88)	$ -	100.00%	0.00
32	22	Performance Withhold - Project Schedule (Letter 049) - PPR 31 - 10% Release	1	LS	$ 335,480.83	$ 335,480.83	1.000	$ 335,480.83	$ -	100.00%	0.00
33	22	Performance Withhold - Project Schedule (Letter 049) - PPR 31 - 10% Release	1	LS	$ 420,653.06	$ 420,653.06	1.000	$ 420,653.06	$ -	100.00%	0.00
32	23	Performance Withhold - CPM Updated August 2024	1	LS	$ (10,000.00)	$ (10,000.00)	1.000	$ (10,000.00)	$ -	100.00%	0.00
37	23	Performance Withhold - CPM Updated August 2024 - Received	1	LS	$ 10,000.00	$ 10,000.00	1.000	$ 10,000.00	$ -	100.00%	0.00
32	24	Performance Withhold - Project Schedule (Letter 049) - PPR 32	1	LS	$ (1,070,782.84)	$ (1,070,782.84)	1.000	$ (1,070,782.84)	$ -	100.00%	0.00
33	24	Performance Withhold - Project Schedule (Letter 049) - PPR 32 - 10% Release	1	LS	$ 1,070,782.84	$ 1,070,782.84	1.000	$ 1,070,782.84	$ -	100.00%	0.00
33	25	Performance Withhold - CPM Updated September 2024	1	LS	$ (10,000.00)	$ (10,000.00)	1.000	$ (10,000.00)	$ -	100.00%	0.00
37	25	Performance Withhold - CPM Updated September 2024 - Received	1	LS	$ 10,000.00	$ 10,000.00	1.000	$ 10,000.00	$ -	100.00%	0.00
33	26	Performance Withhold - Project Schedule (Letter 049) - PPR 33	1	LS	$ (1,649,650.36)	$ (1,649,650.36)	1.000	$ (1,649,650.36)	$ -	100.00%	0.00
33	26	Performance Withhold - Project Schedule (Letter 049) - PPR 33 - 10% Release	1	LS	$ 148,214.46	$ 148,214.46	1.000	$ 148,214.46	$ -	100.00%	0.00
34	26	Performance Withhold - Project Schedule (Letter 049) - PPR 33 - 10% Release	1	LS	$ 1,396,327.71	$ 1,396,327.71	1.000	$ 1,396,327.71	$ -	100.00%	0.00
35	26	Performance Withhold - Project Schedule (Letter 049) - PPR 33 - 10% Release	1	LS	$ 105,108.19	$ 105,108.19	1.000	$ 105,108.19	$ -	100.00%	0.00
34	27	Performance Withhold - CPM Updated October 2024	1	LS	$ (10,000.00)	$ (10,000.00)	1.000	$ (10,000.00)	$ -	100.00%	0.00
38	27	Performance Withhold - CPM Updated October 2024 - Received	1	LS	$ 10,000.00	$ 10,000.00	1.000	$ 10,000.00	$ -	100.00%	0.00
34	28	Performance Withhold - Project Schedule (Letter 049) - PPR 34	1	LS	$ (1,386,327.71)	$ (1,386,327.71)	1.000	$ (1,386,327.71)	$ -	100.00%	0.00
35	28	Performance Withhold - Project Schedule (Letter 049) - PPR 34 - 10% Release	1	LS	$ 1,386,327.71	$ 1,386,327.71	1.000	$ 1,386,327.71	$ -	100.00%	0.00
35	29	Performance Withhold - CPM Updated November 2024	1	LS	$ (10,000.00)	$ (10,000.00)	1.000	$ (10,000.00)	$ -	100.00%	0.00
38	29	Performance Withhold - CPM Updated November 2024 - Received	1	LS	$ 10,000.00	$ 10,000.00	1.000	$ 10,000.00	$ -	100.00%	0.00
35	30	Performance Withhold - Project Schedule (Letter 049) - PPR 35	1	LS	$ (5,024,227.93)	$ (5,024,227.93)	1.000	$ (5,024,227.93)	$ -	100.00%	0.00
35	30	Performance Withhold - Project Schedule (Letter 049) - PPR 35 - 10% Release	1	LS	$ 3,542,792.03	$ 3,542,792.03	1.000	$ 3,542,792.03	$ -	100.00%	0.00
36	30	Performance Withhold - Project Schedule (Letter 049) - PPR 35 - 10% Release	1	LS	$ 1,468,075.17	$ 1,468,075.17	1.000	$ 1,468,075.17	$ -	100.00%	0.00
37	30	Performance Withhold - Project Schedule (Letter 049) - PPR 35 - 5% Release	1	LS	$ 13,360.73	$ 13,360.73	1.000	$ 13,360.73	$ -	100.00%	0.00
36	31	Performance Withhold - CPM Updated December 2024	1	LS	$ (10,000.00)	$ (10,000.00)	1.000	$ (10,000.00)	$ -	100.00%	0.00
38	31	Performance Withhold - CPM Updated December 2024 - Received	1	LS	$ 10,000.00	$ 10,000.00	1.000	$ 10,000.00	$ -	100.00%	0.00
36	32	Performance Withhold - Project Schedule (Letter 049) - PPR 36	1	LS	$ (1,498,075.17)	$ (1,498,075.17)	1.000	$ (1,498,075.17)	$ -	100.00%	0.00
37	32	Performance Withhold - Project Schedule (Letter 049) - PPR 36 - 5% Release	1	LS	$ 1,498,075.17	$ 1,498,075.17	1.000	$ 1,498,075.17	$ -	100.00%	0.00
37	33	Performance Withhold - Project Schedule (Letter 049) - PPR 37	1	LS	$ (937,784.76)	$ (937,784.76)	1.000	$ (937,784.76)	$ -	100.00%	0.00
37	33	Performance Withhold - Project Schedule (Letter 049) - PPR 37 - 5% Release	1	LS	$ 162,066.81	$ 162,066.81	1.000	$ 162,066.81	$ -	100.00%	0.00
38	33	Performance Withhold - Project Schedule (Letter 049) - PPR 37 - Full Release	1	LS	$ 775,717.95	$ 775,717.95	1.000	$ 775,717.95	$ -	100.00%	0.00
43	34	Performance Withhold - NCR 5 Pavement Edge Treatments	1	LS	$ (50,000.00)	$ (50,000.00)	1.000	$ (50,000.00)	$ -	100.00%	0.00
45	34	Performance Withhold - NCR 5 Pavement Edge Treatments	1	LS	$ 50,000.00	$ 50,000.00	1.000	$ 50,000.00	$ -	100.00%	0.00

UNICO ENGINEERING

FINAL PAY ESTIMATE

As of 7/10/2026

					SUBTOTAL	$ (0.00)		$ (0.00)		$ -		

- SCHEDULE OF ADMINISTRATIVE DEDUCTIONS/CREDITS -

							PREVIOUSLY PAID		CURRENT ESTIMATE		TO DATE	
PPR #	ITEM #	DESCRIPTION	QTY	UOM	$/UNIT	TOTAL	UNITS	$ PREV.	UNITS	$ CURRENT	% COMPLETE	REMAINING
11	1	HMA compaction deduction from 10/18/2022 (280 TON * 12.5%)	35	TON	$ (118.00)	$ (4,130.00)	35.000	$ (4,130.00)		$ -	100.00%	0.00
47	2	Processed Reclaimed AC Credit	1	LS	$ (23,223.06)	$ (23,223.06)	0.000	$ -	1.000	$ (23,223.06)	100.00%	0.00
					SUBTOTAL	$ (27,353.06)		$ (4,130.00)		$ (23,223.06)		

UNICO ENGINEERING

SCHEDULE OF VALUES

As of 7/10/2026

- PROJECT INFORMATION -

JOB: State Route 4 Wagon Trail Realignment, Phase I
CONTR: Sukut Construction, LLC
PN: 6128-029
THRU: Tuesday, May 19, 2026

SOV ITEMS THIS PAY PERIOD: $ 76,000.00
SOV TOTAL TO DATE: $ 1,612,399.84

- SCHEDULE OF VALUES -

							PREVIOUSLY PAID		CURRENT ESTIMATE		TO DATE	
ITEM	SOV	DESCRIPTION	QTY	UOM	$/UNIT	TOTAL	UNITS	$ PREV.	UNITS	$ CURRENT	% COMPLETE	REMAINING
1		**Construction Surveying/Staking**		LS		$ 146,000.00	1.00000	$ 146,000.00	0.00000	$ -	100.00%	0.000
	1.1	Construction Surveying/Staking	400	WDAY	$ 365.00	$ 146,000.00	400	$ 146,000.00		$ -	100.00%	0.00
2		**Construction General Permit Annual Fees**		LS		$ 5,500.00	1.00000	$ 5,500.00	0.00000	$ -	100.00%	0.000
	2.1	Construction General Permit Annual Fees	1	EA	$ 5,500.00	$ 5,500.00	1	$ 5,500.00		$ -	100.00%	0.00
3		**Lead Compliance Plan**		LS		$ 1,750.00	1.00000	$ 1,750.00	0.00000	$ -	100.00%	0.000
	3.1	Lead Compliance Plan	1	EA	$ 1,750.00	$ 1,750.00	1	$ 1,750.00		$ -	100.00%	0.00
4		**Progress Schedule (CPM)**		LS		$ 20,000.00	1.00000	$ 20,000.00	0.00000	$ -	100.00%	0.000
	4.1	Progress Schedule (CPM)	400	WDAY	$ 50.00	$ 20,000.00	400	$ 20,000.00		$ -	100.00%	0.00
6		**Develop Water Supply**		LS		$ 85,000.00	1.00000	$ 85,000.00	0.00000	$ -	100.00%	0.000
	6.1	Develop Water Setup	2	EA	$ 42,500.00	$ 85,000.00	2	$ 85,000.00		$ -	100.00%	0.00
7		**Construction Area Signs**		LS		$ 55,999.84	1.00000	$ 55,999.84	0.00000	$ -	100.00%	0.000
	7.1	Install Construction Area Signs	38	EA	$ 1,473.68	$ 55,999.84	38	$ 55,999.84		$ -	100.00%	0.00
8		**Traffic Control System**		LS		$ 300,000.00	1.00000	$ 300,000.00	0.00000	$ -	100.00%	0.000
	8.1	Traffic Control	400	WDAY	$ 650.00	$ 260,000.00	400	$ 260,000.00		$ -	100.00%	0.00
	8.2	Traffic Control Plan	1	EA	$ 10,500.00	$ 10,500.00	1	$ 10,500.00		$ -	100.00%	0.00
	8.3	Traffic Control - Buy Materials	1	LS	$ 29,500.00	$ 29,500.00	1	$ 29,500.00		$ -	100.00%	0.00
16		**Portable Changeable Message Sign**		LS		$ 45,000.00	1.00000	$ 45,000.00	0.00000	$ -	100.00%	0.000
	16.1	Install Portable Changeable Message Sign	2	EA	$ 22,500.00	$ 45,000.00	2	$ 45,000.00		$ -	100.00%	0.00
20		**Job Site Management**		LS		$ 70,000.00	1.00000	$ 70,000.00	0.00000	$ -	100.00%	0.000
	20.1	Job Site & BMP Maintenance	400	WDAY	$ 175.00	$ 70,000.00	400	$ 70,000.00		$ -	100.00%	0.00
21		**Prepare SWPPP**		LS		$ 2,000.00	1.00000	$ 2,000.00	0.00000	$ -	100.00%	0.000
	21.1	Prepare SWPPP	1	EA	$ 2,000.00	$ 2,000.00	1	$ 2,000.00		$ -	100.00%	0.00
26		**Street Sweeping**		LS		$ 180,000.00	1.00000	$ 180,000.00	0.00000	$ -	100.00%	0.000
	26.1	Street Sweeping	400	WDAY	$ 450.00	$ 180,000.00	400.000	$ 180,000.00		$ -	100.00%	0.00
27		**Temporary Concrete Washout**		LS		$ 1,500.00	1.00000	$ 1,500.00	0.00000	$ -	100.00%	0.000
	27.1	Concrete Washouts	500	CY	$ 3.00	$ 1,500.00	500	$ 1,500.00		$ -	100.00%	0.00
35		**Temporary Creek Diverson System**		LS		$ 70,000.00	1.00000	$ 70,000.00	0.00000	$ -	100.00%	0.000
	35.1	Temp. Creek Diversion Plan	1	EA	$ 21,000.00	$ 21,000.00	1	$ 21,000.00		$ -	100.00%	0.00
	35.2	Creek Diversion for Black Creek Construction Work	1	EA	$ 28,000.00	$ 28,000.00	1	$ 28,000.00		$ -	100.00%	0.00
	35.3	Creek Diversion for Nassau Creek Construction Work	1	EA	$ 21,000.00	$ 21,000.00	1	$ 21,000.00		$ -	100.00%	0.00
36		**Asbestos Compliance Plan**		LS		$ 2,200.00	1.00000	$ 2,200.00	0.00000	$ -	100.00%	0.000
	36.1	Asbestos Compliance Plan	1	EA	$ 2,200.00	$ 2,200.00	1	$ 2,200.00		$ -	100.00%	0.00
39		**Relocate Boulders**		LS		$ 1,450.00	1.00000	$ 1,450.00	0.00000	$ -	100.00%	0.000
	39.1	Relocate Boulders (Appaloosa Road Median)	1	WK	$ 1,450.00	$ 1,450.00	1	$ 1,450.00		$ -	100.00%	0.00
41		**Clearing and Grubbing Subtotal**		LS		$ 550,000.00	1.00000	$ 550,000.00	0.00000	$ -	100.00%	0.000
	41.1	Hand Fell Trees/Brush	40	AC	$ 10,000.00	$ 400,000.00	40	$ 400,000.00		$ -	100.00%	0.00
	41.2	Manage Trees/Brush	40	AC	$ 3,750.00	$ 150,000.00	40	$ 150,000.00		$ -	100.00%	0.00
54		**Permanent Erosion Control Establishment Work**		LS		$ 76,000.00	0.00000	$ -	1.00000	$ 76,000.00	100.00%	0.000
	54.1	Permanent Erosion Control Establishment Work	60	AC	$ 1,266.67	$ 76,000.00	0.000	$ -	60.00	$ 76,000.00	100.00%	0.000
					SOV SUBTOTAL	**$ 1,592,399.84**		**$ 1,536,399.84**		**$ 76,000.00**		

UNICO ENGINEERING

MSE WALL AND CONCRETE CHANNEL

As of 7/10/2026

- PROJECT INFORMATION -

JOB: State Route 4 Wagon Trail Realignment, Phase I
CONTR: Sukut Construction, LLC
PN: 6128-029
THRU: Tuesday, May 19, 2026

- MSE WALL AND CONCRETE CHANNEL -

						PREVIOUSLY PAID		CURRENT ESTIMATE		TO DATE	
ITEM	DESCRIPTION	QTY	UOM	$/UNIT	TOTAL	UNITS	$ PREV.	UNITS	$ CURRENT	% COMPLETE	REMAINING
63.1	Structure Backfill (Slurry Cement) (F)	167	CY	$ 475.00	$ 79,325.00	167	$ 79,325.00		$ -	100.00%	0.00
63.2	36" RCP	165	LF	$ 260.00	$ 42,900.00	165	$ 42,900.00		$ -	100.00%	0.00
63.3	RSP, Class II	256	CY	$ 200.00	$ 51,200.00	256	$ 51,200.00		$ -	100.00%	0.00
63.4	RSP, Class III	267	CY	$ 200.00	$ 53,400.00	267	$ 53,400.00		$ -	100.00%	0.00
63.5	RSP Fabric (Class 8)	960	SY	$ 5.50	$ 5,280.00	960	$ 5,280.00		$ -	100.00%	0.00
63.6	Marker (Culvert)	2	EA	$ 375.00	$ 750.00	2	$ 750.00		$ -	100.00%	0.00
63.7	Grouted Decorative Rock	75	CY	$ 1,700.00	$ 127,500.00	75	$ 127,500.00		$ -	100.00%	0.00
63.8	Minor Concrete (Minor Structure) (F)	28	CY	$ 2,800.00	$ 78,400.00	28	$ 78,400.00		$ -	100.00%	0.00
63.9	Mechanically Stabilized Embankment	16,574	SF	$ 220.00	$ 3,646,280.00	16850	$ 3,707,000.00	-276	$ (60,720.00)	100.00%	0.00
63.10	Structural Concrete (F)	417	CY	$ 2,550.00	$ 1,063,350.00	417	$ 1,063,350.00		$ -	100.00%	0.00
63.11	Structural Concrete Wall Cap (F)	530	LF	$ 55.00	$ 29,150.00	530	$ 29,150.00		$ -	100.00%	0.00
63.12	Bar Reinforcing Steel (F)	34,513	LB	$ 3.15	$ 108,715.95	34513	$ 108,715.95		$ -	100.00%	0.00
63.13	Cable Railing	535	LF	$ 185.00	$ 98,975.00	522	$ 96,570.00	13	$ 2,405.00	100.00%	0.00
63.14	Hydroseeding	266,200	SF	$ 0.22	$ 58,564.00	134164	$ 29,516.08	132036	$ 29,047.92	100.00%	0.00
63.15	RECP (TRM)	3,860	SF	$ 11.40	$ 44,004.00	3860	$ 44,004.00	0	$ -	100.00%	0.00
63.16	RECP (Blanket)	33,770	SF	$ 0.80	$ 27,016.00	31116	$ 24,892.80	2654	$ 2,123.20	100.00%	0.00
63.17	Compost	416	CY	$ 84.00	$ 34,944.00	383	$ 32,172.00	33	$ 2,772.00	100.00%	0.00
63.18	Incorporate Materials	33,770	SF	$ 0.35	$ 11,819.50	31116	$ 10,890.60	2654	$ 928.90	100.00%	0.00
63.19	Fiber Roll	9,900	LF	$ 3.70	$ 36,630.00	4736	$ 17,523.20	5164	$ 19,106.80	100.00%	0.00
63.20	Mobilization	1	LS	$ 250,000.00	$ 250,000.00	1.000	$ 250,000.00		$ -	100.00%	0.00
63.21	Job-site Management	1	LS	$ 115,000.00	$ 115,000.00	1.000	$ 115,000.00		$ -	100.00%	0.00
63.22	Surveying and Staking	1	LS	$ 51,000.00	$ 51,000.00	1.000	$ 51,000.00		$ -	100.00%	0.00
				SUBTOTAL	$ 6,014,203.45		$ 6,018,539.63		$ (4,336.18)		

County of Calaveras
GL Transaction Report
7/1/2026 through 10/31/2026

To review a Journal Entry, drag your mouse across the Batch ID. A camera will appear IF a Journal Entry form has been attached

Post Date	Description	Ref#	2nd Ref#	Batch ID	PEID	Contract	Check No	Sub ID	Misc	Debit	Credit	Net
12000010	**Road CIP - Projects**											
9029	**SR4 Wagon Trail Realign PH1**											
07/09/2026	DEWBERRY ENGINE 3.13	22492619	12001806	OH194189	0041909	12001806	01176823	OH	FY25	7,191.56	0.00	7,191.56
07/09/2026	DEWBERRY ENGINE Burke	22492619	12001806	OH194189	0041909	12001806	01176823	OH	FY25	273.20	0.00	273.20
07/17/2026	DEWBERRY ENGINE 3.14.1	22495708	12001806	OH194351	0041909	12001806	01177166	OH		325.86	0.00	325.86
07/17/2026	DEWBERRY ENGINE 3.13	22495708	12001806	OH194351	0041909	12001806	01177166	OH		3,552.03	0.00	3,552.03
08/28/2026	DEWBERRY ENGINE 3.14.1	22499866	12001806	OH195005	0041909	12001806	01178853	OH		814.67	0.00	814.67
08/28/2026	DEWBERRY ENGINE 3.13	22499866	12001806	OH195005	0041909	12001806	01178853	OH		8,403.97	0.00	8,403.97
09/24/2026	UNICO ENGINEERI 2.	1746.009-48	12002101	OH195477	W011818	12002101	00035969	OH		36,221.14	0.00	36,221.14
09/24/2026	UNICO ENGINEERI 3.	1746.009-48	12002101	OH195477	W011818	12002101	00035969	OH		8,477.87	0.00	8,477.87
09/24/2026	UNICO ENGINEERI Other	1746.009-48	12002101	OH195477	W011818	12002101	00035969	OH		433.93	0.00	433.93
09/24/2026	UNICO ENGINEERI 2.	1746.009-49	12002101	OH195477	W011818	12002101	00035969	OH		18,633.93	0.00	18,633.93
09/24/2026	UNICO ENGINEERI 3.	1746.009-49	12002101	OH195477	W011818	12002101	00035969	OH		11,220.86	0.00	11,220.86
09/24/2026	UNICO ENGINEERI 2.	1746.009-50	12002101	OH195477	W011818	12002101	00035969	OH		465.81	0.00	465.81
09/24/2026	UNICO ENGINEERI 3.	1746.009-50	12002101	OH195477	W011818	12002101	00035969	OH		12,522.00	0.00	12,522.00
09/24/2026	UNICO ENGINEERI 4.	1746.009-50	12002101	OH195477	W011818	12002101	00035969	OH		1,363.82	0.00	1,363.82
09/25/2026	SUKUT CONSTRUCT 1200-PPE47			OH195509	W014128		01179995	OH	FY25	2,668,770.25	0.00	2,668,770.25
09/25/2026	DEWBERRY ENGINE 3.13	22502841	12001806	OH195510	0041909	12001806	01179996	OH		4,592.05	0.00	4,592.05
09/25/2026	DEWBERRY ENGINE Burke	22502841	12001806	OH195510	0041909	12001806	01179996	OH		84.00	0.00	84.00
10/13/2026	DOKKEN ENGINEER 10.114	9790 ALTA	12001805	OH195516	0040532	12001805	00036111	OH		6,285.80	0.00	6,285.80
10/13/2026	DOKKEN ENGINEER 10.115	1411 ALTA	12001805	OH195516	0040532	12001805	00036111	OH		11,714.27	0.00	11,714.27
10/13/2026	DOKKEN ENGINEER 1.2 -	51577	12001805	OH195516	0040532	12001805	00036111	OH		866.58	0.00	866.58
10/13/2026	DOKKEN ENGINEER 10.5 -	51577	12001805	OH195516	0040532	12001805	00036111	OH		433.29	0.00	433.29
10/13/2026	DOKKEN ENGINEER 10.6 -	51577	12001805	OH195516	0040532	12001805	00036111	OH		1,733.16	0.00	1,733.16
10/13/2026	DOKKEN ENGINEER 10.9 -	51577	12001805	OH195516	0040532	12001805	00036111	OH		301.73	0.00	301.73
10/13/2026	DOKKEN ENGINEER 1.2 -	51984	12001805	OH195516	0040532	12001805	00036111	OH		433.29	0.00	433.29
10/13/2026	DOKKEN ENGINEER 10.3 -	51984	12001805	OH195516	0040532	12001805	00036111	OH		288.86	0.00	288.86

County of Calaveras
GL Transaction Report
7/1/2026 through 10/31/2026

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Post Date	Description	Ref#	2nd Ref#	Batch ID	PEID	Contract	Check No	Sub IDMisc	Debit	Credit	Net
10/13/2026	DOKKEN ENGINEER 10.5 -	51984	12001805	OH195516	0040532	12001805	00036111	OH	19,220.63	0.00	19,220.63
10/13/2026	DOKKEN ENGINEER 10.6 -	51984	12001805	OH195516	0040532	12001805	00036111	OH	722.15	0.00	722.15
10/13/2026	DOKKEN ENGINEER 10.7 -	51984	12001805	OH195516	0040532	12001805	00036111	OH	157.30	0.00	157.30
10/13/2026	DOKKEN ENGINEER 1.2 -	52199	12001805	OH195516	0040532	12001805	00036111	OH	288.86	0.00	288.86
10/13/2026	DOKKEN ENGINEER 10.3 -	52199	12001805	OH195516	0040532	12001805	00036111	OH	5,568.42	0.00	5,568.42
10/13/2026	DOKKEN ENGINEER 10.6 -	52199	12001805	OH195516	0040532	12001805	00036111	OH	144.43	0.00	144.43
10/13/2026	DOKKEN ENGINEER 10.105	2199	12001805	OH195516	0040532	12001805	00036111	OH	288.86	0.00	288.86
10/13/2026	DOKKEN ENGINEER 10.125	2199 ASM	12001805	OH195516	0040532	12001805	00036111	OH	837.09	0.00	837.09
10/13/2026	DOKKEN ENGINEER 10.125	2199 ASM	12001805	OH195516	0040532	12001805	00036111	OH	3,348.36	0.00	3,348.36
10/13/2026	DOKKEN ENGINEER 10.125	2199 ASM	12001805	OH195516	0040532	12001805	00036111	OH	650.00	0.00	650.00
10/13/2026	DOKKEN ENGINEER 1.2 -	52555	12001805	OH195516	0040532	12001805	00036111	OH	288.86	0.00	288.86
10/13/2026	DOKKEN ENGINEER 10.3 -	52555	12001805	OH195516	0040532	12001805	00036111	OH	577.72	0.00	577.72
10/13/2026	DOKKEN ENGINEER 10.6 -	52555	12001805	OH195516	0040532	12001805	00036111	OH	288.86	0.00	288.86
10/13/2026	DOKKEN ENGINEER 10.105	2555	12001805	OH195516	0040532	12001805	00036111	OH	433.29	0.00	433.29
10/13/2026	DOKKEN ENGINEER 10.125	2555 ASM	12001805	OH195516	0040532	12001805	00036111	OH	372.04	0.00	372.04
10/13/2026	DOKKEN ENGINEER 10.125	2555 ASM	12001805	OH195516	0040532	12001805	00036111	OH	10,937.62	0.00	10,937.62
10/13/2026	DOKKEN ENGINEER 10.125	2555 ASM	12001805	OH195516	0040532	12001805	00036111	OH	2,418.26	0.00	2,418.26
10/13/2026	DOKKEN ENGINEER 10.125	2555 ASM	12001805	OH195516	0040532	12001805	00036111	OH	650.00	0.00	650.00
10/13/2026	DOKKEN ENGINEER 1.2 -	52828	12001805	OH195516	0040532	12001805	00036111	OH	1,011.01	0.00	1,011.01
10/13/2026	DOKKEN ENGINEER 6.8 -	52828	12001805	OH195516	0040532	12001805	00036111	OH	5,589.60	0.00	5,589.60
10/13/2026	DOKKEN ENGINEER 10.3 -	52828	12001805	OH195516	0040532	12001805	00036111	OH	2,299.44	0.00	2,299.44
10/13/2026	DOKKEN ENGINEER 10.6 -	52828	12001805	OH195516	0040532	12001805	00036111	OH	577.72	0.00	577.72
10/13/2026	DOKKEN ENGINEER 10.7 -	52828	12001805	OH195516	0040532	12001805	00036111	OH	1,332.76	0.00	1,332.76
10/13/2026	DOKKEN ENGINEER 10.105	2828	12001805	OH195516	0040532	12001805	00036111	OH	722.15	0.00	722.15
10/13/2026	DOKKEN ENGINEER 10.125	2828 ASM	12001805	OH195516	0040532	12001805	00036111	OH	5,022.54	0.00	5,022.54
10/13/2026	DOKKEN ENGINEER 10.125	2828 ASM	12001805	OH195516	0040532	12001805	00036111	OH	650.00	0.00	650.00

County of Calaveras
GL Transaction Report
7/1/2026 through 10/31/2026

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Post Date	Description	Ref#	2nd Ref#	Batch ID	PEID	Contract	Check No	Sub ID	Misc	Debit	Credit	Net
10/13/2026	DOKKEN ENGINEER 1.2 -	53086	12001805	OH195516	0040532	12001805	00036111	OH		722.15	0.00	722.15
10/13/2026	DOKKEN ENGINEER 6.8 -	53086	12001805	OH195516	0040532	12001805	00036111	OH		4,603.64	0.00	4,603.64
10/13/2026	DOKKEN ENGINEER 10.3 -	53086	12001805	OH195516	0040532	12001805	00036111	OH		8,911.76	0.00	8,911.76
10/13/2026	DOKKEN ENGINEER 10.5 -	53086	12001805	OH195516	0040532	12001805	00036111	OH		68.64	0.00	68.64
10/13/2026	DOKKEN ENGINEER 10.6 -	53086	12001805	OH195516	0040532	12001805	00036111	OH		577.72	0.00	577.72
10/13/2026	DOKKEN ENGINEER 10.7 -	53086	12001805	OH195516	0040532	12001805	00036111	OH		354.64	0.00	354.64
10/13/2026	DOKKEN ENGINEER 10.10	53086	12001805	OH195516	0040532	12001805	00036111	OH		577.72	0.00	577.72
	Total for Object 9029									2,885,618.17	0.00	**2,885,618.17**
	Total for Org Key 12000010									2,885,618.17	0.00	**2,885,618.17**
							Grand Total			2,885,618.17	0.00	**2,885,618.17**

CALAVERAS COUNCIL OF GOVERNMENTS AGENDA SUBMITTAL

Presented by: ***Melissa Raggio, Executive Director***	**Board Meeting Date** November 4, 2026	**Agenda Number** **6**
Resolution No. FY 27-13 Approving an Allocation of Local Transportation Funds (LTF) to the County of Calaveras for the Wagon Trail Phase 1 Project totaling $1,587,128.17		
Published Notice Required? No **Public Hearing Required?** No		**Estimated Time:** 0-5
Type of Document: Resolution **PowerPoint Presentation Included?** No		

Recommendation:
Staff recommends the approval of Resolution FY 27-13 authorizing the allocation of Local Transportation Funds (LTF) totaling $1,587,128.17 to the County of Calaveras for work completed on the Wagon Trail - SR 4 Realignment phase 1 project.

Discussion:
At the August 6, 2025 CCOG Board meeting, the Council approved an allocation of $2,000,000 in LTF funding for the SR 4 Wagon Trail project. The County Public Works Department has submitted the final reimbursement claim for $1,587,128.17 for the Wagon Trail - SR 4 Realignment Phase 1 project. The final reimbursement will result in a remaining balance of $412,871.83 from the original allocation. The County Auditor Controller has approved the Claim for payment.

Fiscal Impact:
The current balance in the LTF fund is $2,828,566.62.

ATTACHMENT(S):
CCOG Reso FY 27-13 LTF Allocation Wagon Trail.pdf
ALLOCATION OF RSTP AND LTF FOR WAGON TRAIL.pdf

Calaveras Council of Governments
COUNTY OF CALAVERAS
State of California
November 4, 2026

RESOLUTION NO: FY 27-13

RESOLUTION APPROVING AN ALLOCATION OF LOCAL TRANSPORTATION FUNDS (LTF) TO THE COUNTY OF CALAVERAS FOR THE WAGON TRAIL – SR 4 REALIGNMENT PHASE 1 PROJECT IN THE AMOUNT OF $1,587,128.17

WHEREAS, the Calaveras Council of Governments (CCOG) is designated by the State of California as the Regional Transportation Planning Agency serving the Calaveras County region; and

WHEREAS, given this designation, the Council is responsible for administering the Local Transportation Fund established pursuant to Government Code Section 29530 and to make annual allocations and apportionments therefrom; and

WHEREAS, CCOG has conducted the annual unmet transit needs hearing pursuant to Public Utilities Code Section 99401 and has complied with the applicable requirements thereof; and

WHEREAS, sufficient funds have been allocated for transportation planning and administrative purposes and for the 2% bicycle and pedestrian set aside as required by Public Utilities Code Section 99233.3 and 99234; and

WHEREAS, pursuant to Public Utilities Code Section 99400(a), the County of Calaveras is eligible to receive an allocation of Local Transportation Funds for eligible streets and roads purposes, as there are no unmet transit needs that are reasonable to meet;

WHEREAS, CCOG previously approved an allocation of Local Transportation Funds to the County of Calaveras for the Wagon Trail - SR4 Realignment Phase 1 Project; and

WHEREAS, the County of Calaveras has requested reimbursement in the amount of $1,587,128.17 for expenditures incurred for the Wagon Trail – SR 4 Realignment Phase 1 Project.

NOW THEREFORE BE IT RESOLVED by the Calaveras Council of Governments that an allocation of Local Transportation Funds (LTF) in the amount of $1,587,128.17 shall be provided to the County of Calaveras for reimbursement on the Wagon Trail SR – 4 Realignment Phase 1 Project, pursuant to Public Utilities Code Section 99400(a).

The foregoing Resolution was duly passed and adopted by the Calaveras Council of Governments at a regular meeting thereof, held on the 4th day of November 2026, by the following vote:

RESULT:
MOVER:
SECONDER:
AYES:

ATTEST

_____
Anne Dell'Orto, Clerk to the Council
Calaveras Council of Governments

_____
Tim Muetterties, Chair
Calaveras Council of Governments

Calaveras Council of Government (CCOG)

Name and Address of Claimant	CLAIM FOR PAYMENT P.O. Box 280 San Andreas, CA 95249 209-754-2094 Tel 209-754-2096 FAX	Jurisdiction:
Calaveras County Public Works		
891 Mountain Ranch Road		
San Andreas, CA 95249		

Description of Project or Purposes of Expenditures:	Check one to indicate use of funds:
Wagon Trail Phase 1	☐ Street and Road Purposes
	☐ Public Transit - Operating
	☐ Public Transit - Capital
	☐ 2% Bicycle and Pedestrian Purposes
	IS THIS THE FINAL CLAIM? X yes ___ no

	FUND	ACCOUNT	AMOUNT
Expended to date on this project:			3544334.86
Less amount of the current claim on this project:			875564.61
Amount of this claim:			2668770.25
If this is the final claim for this project, please submit a project completion certification and report with this invoice.	TOTAL CLAIM		2668770.25

SIGNATURE OF CLAIMANT

I certify that this claim is in accordance with applicable federal and state laws:

9/29/26

Signature, of authorized claimant — Date

APPROVAL OF DEPARTMENT

This claim is based on CCOG approval Programming and there are adequate funds available in claimant's account:

CCOG Executive Director — Date

AUDITOR

I certify that I have received all required document for this claim and that the computations on the documentation and claim are correct. This claim is approved for payment.

9/30/26

Greg Sessions, Auditor Controller — Date

REQUEST FOR PROGRAM OR FINANCIAL CERTIFICATION

Send to the Chief of the General Accounting Division
OFFICE OF THE AUDITOR-CONTROLLER

SPM Form GP-4 (Policy #106)

Note: This form should be used as a cover page to a certification submitted for the Auditor-Controller's signature. Per Policy 106, the preparer's immediate supervisor must verify the accuracy of the information provided and must use this form to attest to that fact.

By signing the below, I certify that I am the immediate supervisor of the preparer of the attached certification and the related documentation; that I have personally reviewed the same for accuracy; that the information provided is correct; and that documentation is attached to support each figure reported on the certification.

Signed _____ Date 9/29/26

Printed Name MICAH MARTIN Title PUBLIC WORKS DIRECTOR

Due Date/Return Date _____

Questions related to this certification should be directed to:

Printed name ROBERT PACHINGER Phone 6413

Please submit **two** copies of the certificate you are providing for the Auditor-Controller's signature (one review copy and one for signature). Cross reference each figure on the review copy of the certification with the supporting documentation.

Acceptable supporting documentation ***must*** include reports or queries generated from the County financial system and, possibly, reconciliations of certification figures to financial system data.

To Be Completed by the Auditor-Controller's Office

The attached certification has been accepted for the Auditor-Controller's signature.

Reviewer's Signature _____ Date 9/30/26

Reviewer's name GREG SESSIONS

CCOG to Public Works - Wagon Trail

LTF $2,000,000
RSTP $2,000,000

Invoice Date			Amount Paid	Contract Balance	Contract Spent
				4,000,000.00	
					0
6/5/2026	CCOG - RSTP		$ 918,357.92	$ 3,081,642.08	918,357.92
10/2/2026	CCOG - RSTP		$ 1,081,642.08	$ 2,000,000.00	2,000,000.00
10/2/2026	CCOG - LTF		$ 1,587,128.17	$ 412,871.83	3,587,128.17
		SPENT	$ 3,587,128.17	412,871.83	

Department of Public Works
891 Mountain Ranch Road
San Andreas, CA 95249
www.publicworks.calaverasgov.us • 209-754-6401

80 Blue Ravine Rd, Suite 250
Folsom, CA 95630
www.unicoengineering.com • 916.900.6623

County of Calaveras
State Route 4 Wagon Trail Realignment, Phase I
Contract #1200-2103 | Project #6128-029

Sukut Construction, LLC Final Pay Estimate

Total Progress Payment Amount =	$	2,691,993.31
Total Withholds/Deductions this Estimate =	$	(23,223.06)
This Progress Payment Amount to Pay =	$	2,668,770.25

Total Amount Work Completed to Date =	$	37,895,609.91
Total Withholds/Deductions to Date =	$	(27,353.06)
Total Net Amount Paid to Date =	$	37,868,256.85

Total Contract Amount at Bid Time =	$	18,041,629.00
Total Amount of Change Orders to Date=	$	19,853,980.91
Total Withholds/Deductions to Date =	$	(27,353.06)
Total Revised Contract Amount=	$	37,868,256.85
Total Contract Amount Remaining =		
Total Percent Remaining =		0%

Contractor: Sukut Construction, LLC

07/16/26
Cody Schilling, Project Manager - Date

Recommended for Payment By: UNICO Engineering

07/16/26
Ryan Kotey, Resident Engineer - Date

Approved for Payment By: County of Calaveras, Department of Public Works, Engineering Division

Invoice Date: _____ Queue: _____ PO: _____

_____
Micah Martin, Project Manager

_____
Date

UNICO ENGINEERING

FINAL PAY ESTIMATE

As of 7/10/2026

- PROJECT INFORMATION -

JOB: State Route 4 Wagon Trail Realignment, Phase I
CONTR: Sukut Construction, LLC
PN: 6128-029
THRU: Tuesday, May 19, 2026

CONTRACT AMT: $ 18,041,629.00
BID ITEMS TO DATE: $ 18,041,629.00
CCOs TO DATE: $ 19,853,980.91
TOTAL TO DATE: $ 37,895,609.91

ITEMS THIS PAY PERIOD: $ 624,763.95
CCOs THIS PAY PERIOD: $ 2,067,229.36
PAY REQUEST: $ 2,691,993.31

- BID ITEMS -

							PREVIOUSLY PAID		CURRENT ESTIMATE		TO DATE	
ITEM	ITEM CODE	DESCRIPTION	QTY	UOM	$/UNIT	TOTAL	UNITS	$ PREV.	UNITS	$ CURRENT	% COMPLETE	REMAINING
1	055555A	Construction Surveying/Staking	1	LS	$ 146,000.00	$ 146,000.00	1.000	$ 146,000.00	0.000	$ -	100.00%	0.00
2	066916	CGP Annual Fees	1	LS	$ 5,500.00	$ 5,500.00	1.000	$ 5,500.00	0.000	$ -	100.00%	0.00
3	070030	Lead Compliance Plan	1	LS	$ 1,750.00	$ 1,750.00	1.000	$ 1,750.00	0.000	$ -	100.00%	0.00
4	080050	Progress Schedule (CPM)	1	LS	$ 20,000.00	$ 20,000.00	1.000	$ 20,000.00	0.000	$ -	100.00%	0.00
5	090100	Time Related Overhead	400	WDAY	$ 2,300.00	$ 920,000.00	419.000	$ 963,700.00	-19.000	$ (43,700.00)	100.00%	0.00
6	100100	Develop Water Supply	1	LS	$ 85,000.00	$ 85,000.00	1.000	$ 85,000.00	0.000	$ -	100.00%	0.00
7	120090	Construction Area Signs	1	LS	$ 56,000.00	$ 56,000.00	1.000	$ 56,000.00	0.000	$ -	100.00%	0.00
8	120100	Traffic Control System	1	LS	$ 300,000.00	$ 300,000.00	1.000	$ 300,000.00	0.000	$ -	100.00%	0.00
9	120111A	Portable Transverse Rumble Strip	18	EA	$ 580.00	$ 10,440.00	12.000	$ 6,960.00	6.000	$ 3,480.00	100.00%	0.00
10	120120	Type III Barricade	10	EA	$ 181.00	$ 1,810.00	10.000	$ 1,810.00		$ -	100.00%	0.00
11	120149	Temporary Pavement Marking (Paint)	350	SQFT	$ 5.58	$ 1,953.00	405.000	$ 2,259.90	-55.000	$ (306.90)	100.00%	0.00
12	120159	Temporary Traffic Stripe (Paint)	76,039	LF	$ 0.60	$ 45,623.40	82932.000	$ 49,759.20	-6893.000	$ (4,135.80)	100.00%	0.00
13	120165	Channelizer (Surface Mounted)	569	EA	$ 61.00	$ 34,709.00	708.000	$ 43,188.00	-139.000	$ (8,479.00)	100.00%	0.00
14	120200A	Portable Radar Speed Feedback Sign System	2	EA	$ 11,850.00	$ 23,700.00	2.000	$ 23,700.00		$ -	100.00%	0.00
15	120300	Temporary Pavement Marker	1,640	EA	$ 4.50	$ 7,380.00	1880.000	$ 8,460.00	-240.000	$ (1,080.00)	100.00%	0.00
16	128652	Portable Changeable Message Sign	1	LS	$ 45,000.00	$ 45,000.00	1.000	$ 45,000.00	0.000	$ -	100.00%	0.00
17	129000	Temporary Railing (Type K)	18,140	LF	$ 20.00	$ 362,800.00	15380.000	$ 307,600.00	2760.000	$ 55,200.00	100.00%	0.00
18	129100	Temporary Crash Cushion Module	414	EA	$ 115.00	$ 47,610.00	140.000	$ 16,100.00	274.000	$ 31,510.00	100.00%	0.00
19	129111A	Alternative Temporary Crash Cushion	10	EA	$ 6,100.00	$ 61,000.00	12.000	$ 73,200.00	-2.000	$ (12,200.00)	100.00%	0.00
20	130100	Job Site Management	1	LS	$ 70,000.00	$ 70,000.00	1.000	$ 70,000.00	0.000	$ -	100.00%	0.00
21	130300	Prepare SWPPP	1	LS	$ 2,000.00	$ 2,000.00	1.000	$ 2,000.00	0.000	$ -	100.00%	0.00
22	130310	Rain Event Action Plan	19	EA	$ 250.00	$ 4,750.00	47.000	$ 11,750.00	-28.000	$ (7,000.00)	100.00%	0.00
23	130320	Storm Water Sampling and Analysis Day	36	EA	$ 250.00	$ 9,000.00	106.000	$ 26,500.00	-70.000	$ (17,500.00)	100.00%	0.00
24	130330	Storm Water Annual Report	2	EA	$ 350.00	$ 700.00	4.000	$ 1,400.00	-2.000	$ (700.00)	100.00%	0.00
25	130505	Move In/Move Out (Temporary Erosion Control)	6	EA	$ 500.00	$ 3,000.00	10.000	$ 5,000.00	-4.000	$ (2,000.00)	100.00%	0.00
26	130730	Street Sweeping	1	LS	$ 180,000.00	$ 180,000.00	1.000	$ 180,000.00	0.000	$ -	100.00%	0.00
27	130900	Temporary Concrete Washout	1	LS	$ 1,500.00	$ 1,500.00	1.000	$ 1,500.00	0.000	$ -	100.00%	0.00
28	130530	Temporary Hydraulic Mulch (Bonded Fiber Matrix)	432,550	SQYD	$ 0.55	$ 237,902.50	703346.000	$ 386,840.30	-270796.000	$ (148,937.80)	100.00%	0.00
29	130620	Temporary Drainage Inlet Protection	25	EA	$ 275.00	$ 6,875.00	31.000	$ 8,525.00	-6.000	$ (1,650.00)	100.00%	0.00
30	130640	Temporary Fiber Roll	93,600	LF	$ 4.75	$ 444,600.00	44819.000	$ 212,890.25	48781.000	$ 231,709.75	100.00%	0.00
31	130710	Temporary Construction Entrance	17	EA	$ 8,500.00	$ 144,500.00	8.000	$ 68,000.00	9.000	$ 76,500.00	100.00%	0.00
32	131103	Water Quality Sampling and Analysis Day	36	EA	$ 250.00	$ 9,000.00	0.000	$ -	36.000	$ 9,000.00	100.00%	0.00
33	131104	Water Quality Monitoring Report	36	EA	$ 250.00	$ 9,000.00	0.000	$ -	36.000	$ 9,000.00	100.00%	0.00
34	131105	Water Quality Annual Report	2	EA	$ 350.00	$ 700.00	1.000	$ 350.00	1.000	$ 350.00	100.00%	0.00
35	131201	Temporary Creek Diversion Systems	1	LS	$ 70,000.00	$ 70,000.00	1.000	$ 70,000.00	0.000	$ -	100.00%	0.00
36	140003	Asbestos Compliance Plan	1	LS	$ 2,200.00	$ 2,200.00	1.000	$ 2,200.00	0.000	$ -	100.00%	0.00
37	141103	Remove Yellow Thermoplastic Traffic Stripe (Hazardous Waste)	12,350	LF	$ 1.84	$ 22,724.00	11366.000	$ 20,913.44	984.000	$ 1,810.56	100.00%	0.00
38	141120	Treated Wood Waste	4,450	LB	$ 2.00	$ 8,900.00	4039.000	$ 8,078.00	411.000	$ 822.00	100.00%	0.00
39	153125A	Relocate Boulders	1	LS	$ 1,450.00	$ 1,450.00	1.000	$ 1,450.00	0.000	$ -	100.00%	0.00
40	161110	Temporary High-Visibility Fence	1,910	LF	$ 5.65	$ 10,791.50	4293.000	$ 24,255.45	-2383.000	$ (13,463.95)	100.00%	0.00
41	170103	Clearing and Grubbing	1	LS	$ 550,000.00	$ 550,000.00	1.000	$ 550,000.00	0.000	$ -	100.00%	0.00
42	190101	Roadway Excavation	328,000	CY	$ 5.00	$ 1,640,000.00	328000.000	$ 1,640,000.00		$ -	100.00%	0.00
43	190160	Rock Excavation (Controlled Blasting)	74,000	CY	$ 7.25	$ 536,500.00	74000.000	$ 536,500.00		$ -	100.00%	0.00
44	192020(F)	Structure Excavation (Type D)	232	CY	$ 25.00	$ 5,800.00	232.000	$ 5,800.00		$ -	100.00%	0.00
45	192025(F)	Structure Excavation (Culvert)	481	CY	$ 25.00	$ 12,025.00	481.000	$ 12,025.00		$ -	100.00%	0.00
46	193004(F)	Structure Backfill (Culvert)	490	CY	$ 75.00	$ 36,750.00	490.000	$ 36,750.00		$ -	100.00%	0.00
47	205035	Wood Mulch	40	CY	$ 102.00	$ 4,080.00	0.000	$ -	40.000	$ 4,080.00	100.00%	0.00
48	210280	Rolled Erosion Control Product (Blanket)	79,531	SQFT	$ 0.68	$ 54,081.08	32475.000	$ 22,083.00	47056.000	$ 31,998.08	100.00%	0.00
49	210290	Rolled Erosion Control Product (TRM)	1,105	SQFT	$ 10.00	$ 11,050.00	1105.000	$ 11,050.00		$ -	100.00%	0.00
50	210350	Fiber Rolls	83,056	LF	$ 2.90	$ 240,862.40	42904.360	$ 124,422.64	40151.640	$ 116,439.76	100.00%	0.00
51	210430	Hydroseed	3,125,563	SQFT	$ 0.11	$ 343,811.93	3113300.162	$ 342,463.02	12262.838	$ 1,348.91	100.00%	0.00
52	210610	Compost	994	CY	$ 61.00	$ 60,634.00	392.470	$ 23,940.67	601.530	$ 36,693.33	100.00%	0.00
53	210630	Incorporate Materials	80,636	SQFT	$ 0.22	$ 17,739.92	31826.000	$ 7,001.72	48810.000	$ 10,738.20	100.00%	0.00
54	211111	Permanent Erosion Control Establishment Work	1	LS	$ 76,000.00	$ 76,000.00	0.000	$ -	1.000	$ 76,000.00	100.00%	0.00

UNICO ENGINEERING

FINAL PAY ESTIMATE

As of 7/10/2026

55	260203	Class 2 Aggregate Base	36,550	CY	$ 57.00	$ 2,083,350.00	35266.040	$ 2,010,164.28	1283.960	$ 73,185.72	100.00%	0.00
56	390132	Hot Mix Asphalt (Type A)	19,393	TON	$ 118.00	$ 2,288,374.00	23858.930	$ 2,815,353.74	-4465.930	$ (526,979.74)	100.00%	0.00
57	390137	Rubberized Hot Mix Asphalt (Gap Graded)	8,960	TON	$ 156.00	$ 1,397,760.00	5876.180	$ 916,684.08	3083.820	$ 481,075.92	100.00%	0.00
58	394073	Place Hot Mix Asphalt Dike (Type A)	205	LF	$ 5.00	$ 1,025.00	205.000	$ 1,025.00		$ -	100.00%	0.00
59	394074	Place Hot Mix Asphalt Dike (Type C)	275	LF	$ 5.00	$ 1,375.00	275.000	$ 1,375.00		$ -	100.00%	0.00
60	394076	Place Hot Mix Asphalt Dike (Type E)	3,779	LF	$ 5.00	$ 18,895.00	3897.000	$ 19,485.00	-118.000	$ (590.00)	100.00%	0.00
61	394077	Place Hot Mix Asphalt Dike (Type F)	4,376	LF	$ 5.00	$ 21,880.00	4371.000	$ 21,855.00	5.000	$ 25.00	100.00%	0.00
62	394090	Place Hot Mix Asphalt (Miscellaneous Areas)	117	SQYD	$ 208.00	$ 24,336.00	86.000	$ 17,888.00	31.000	$ 6,448.00	100.00%	0.00
63	397005	Tack Coat	34	TON	$ 1,600.00	$ 54,400.00	29.450	$ 47,120.00	4.550	$ 7,280.00	100.00%	0.00
64	398100	Remove Asphalt Concrete Dike	2,947	LF	$ 8.00	$ 23,576.00	2947.000	$ 23,576.00		$ -	100.00%	0.00
65	398200	Cold Plane Asphalt Concrete Pavement	1,550	SQYD	$ 6.26	$ 9,703.00	2171.970	$ 13,596.53	-621.970	$ (3,893.53)	100.00%	0.00
66	398300	Remove Base and Surfacing	51	CY	$ 205.00	$ 10,455.00	0.000	$ -	51.000	$ 10,455.00	100.00%	0.00
67	510090(F)	Structural Concrete, Box Culvert	226	CY	$ 1,250.00	$ 282,500.00	226.000	$ 282,500.00		$ -	100.00%	0.00
68	510092(F)	Structural Concrete, Headwall	67	CY	$ 1,225.00	$ 82,075.00	67.000	$ 82,075.00		$ -	100.00%	0.00
69	510094(F)	Structural Concrete, Drainage Inlet	44	CY	$ 1,650.00	$ 72,600.00	34.100	$ 56,265.00	9.900	$ 16,335.00	100.00%	0.00
70	510502(F)	Minor Concrete (Minor Structure)	29	CY	$ 1,275.00	$ 36,975.00	7.800	$ 9,945.00	21.200	$ 27,030.00	100.00%	0.00
71	510526(F)	Minor Concrete (Backfill)	21	CY	$ 410.00	$ 8,610.00	32.000	$ 13,120.00	-11.000	$ (4,510.00)	100.00%	0.00
72	520101(F)	Bar Reinforcing Steel	9,438	LB	$ 1.90	$ 17,932.20	9438.000	$ 17,932.20		$ -	100.00%	0.00
73	520107(F)	Bar Reinforcing Steel (Box Culvert)	50,619	LB	$ 1.60	$ 80,990.40	50619.000	$ 80,990.40		$ -	100.00%	0.00
74	610403	18" Temporary Culvert	326	LF	$ 136.00	$ 44,336.00	218.000	$ 29,648.00	108.000	$ 14,688.00	100.00%	0.00
75	610412A	Temporary OMP Inlet	4	EA	$ 6,900.00	$ 27,600.00	0.000	$ -	4.000	$ 27,600.00	100.00%	0.00
76	650014	18" Reinforced Concrete Pipe	1,606	LF	$ 187.00	$ 300,322.00	1566.300	$ 292,898.10	39.700	$ 7,423.90	100.00%	0.00
77	650018	24" Reinforced Concrete Pipe	735	LF	$ 220.00	$ 161,700.00	656.000	$ 144,320.00	79.000	$ 17,380.00	100.00%	0.00
78	650022	30" Reinforced Concrete Pipe	704	LF	$ 237.00	$ 166,848.00	463.200	$ 109,778.40	240.800	$ 57,069.60	100.00%	0.00
79	650026	36" Reinforced Concrete Pipe	502	LF	$ 311.00	$ 156,122.00	498.600	$ 155,064.60	3.400	$ 1,057.40	100.00%	0.00
80	650030	42" Reinforced Concrete Pipe	201	LF	$ 352.00	$ 70,752.00	200.900	$ 70,716.80	0.100	$ 35.20	100.00%	0.00
81	650042	60" Reinforced Concrete Pipe	655	LF	$ 448.00	$ 293,440.00	655.000	$ 293,440.00		$ -	100.00%	0.00
82	665023	24" Corrugated Steel Pipe (.079" thick)	54	LF	$ 198.00	$ 10,692.00	53.500	$ 10,593.00	0.500	$ 99.00	100.00%	0.00
83	665039	36" Corrugated Steel Pipe (.168" thick)	177	LF	$ 324.00	$ 57,348.00	205.900	$ 66,711.60	-28.900	$ (9,363.60)	100.00%	0.00
84	690117A	18" Corrugated Aluminum Pipe Downdrain (.06" thick)	315	LF	$ 155.00	$ 48,825.00	314.900	$ 48,809.50	0.100	$ 15.50	100.00%	0.00
85	700617	Drainage Inlet Marker	8	EA	$ 143.00	$ 1,144.00	0.000	$ -	8.000	$ 1,144.00	100.00%	0.00
86	705012A	18" Aluminum Flared End Section	5	EA	$ 1,325.00	$ 6,625.00	5.000	$ 6,625.00		$ -	100.00%	0.00
87	705023	36" Steel Flared End Section	2	EA	$ 1,425.00	$ 2,850.00	2.000	$ 2,850.00		$ -	100.00%	0.00
88	705204	18" Concrete Flared End Section	19	EA	$ 2,150.00	$ 40,850.00	19.000	$ 40,850.00		$ -	100.00%	0.00
89	705206	24" Concrete Flared End Section	14	EA	$ 2,450.00	$ 34,300.00	14.000	$ 34,300.00		$ -	100.00%	0.00
90	705208	30" Concrete Flared End Section	10	EA	$ 2,800.00	$ 28,000.00	8.000	$ 22,400.00	2.000	$ 5,600.00	100.00%	0.00
91	705210	36" Concrete Flared End Section	5	EA	$ 4,000.00	$ 20,000.00	5.000	$ 20,000.00		$ -	100.00%	0.00
92	705212	42" Concrete Flared End Section	2	EA	$ 9,600.00	$ 19,200.00	2.000	$ 19,200.00		$ -	100.00%	0.00
93	710130	Remove Culvert	524	LF	$ 30.00	$ 15,720.00	482.300	$ 14,469.00	41.700	$ 1,251.00	100.00%	0.00
94	710136	Remove Pipe	63	LF	$ 37.00	$ 2,331.00	63.000	$ 2,331.00		$ -	100.00%	0.00
95	710150	Remove Inlet	2	EA	$ 1,400.00	$ 2,800.00	3.000	$ 4,200.00	-1.000	$ (1,400.00)	100.00%	0.00
96	710166	Remove Asphalt Concrete Overside Drain	1	EA	$ 1,800.00	$ 1,800.00	1.000	$ 1,800.00		$ -	100.00%	0.00
97	710196	Adjust Inlet	2	EA	$ 2,900.00	$ 5,800.00	2.000	$ 5,800.00		$ -	100.00%	0.00
98	720111A	Drain Rock	1	CY	$ 3,300.00	$ 3,300.00	1.000	$ 3,300.00		$ -	100.00%	0.00
99	721431	Concrete (Concrete Apron)	1	CY	$ 4,600.00	$ 4,600.00	1.000	$ 4,600.00		$ -	100.00%	0.00
100	723070	Rock Slope Protection (150 lb, Class III, Method B)	300	CY	$ 130.00	$ 39,000.00	300.000	$ 39,000.00		$ -	100.00%	0.00
101	723080	Rock Slope Protection (60 lb, Class II, Method B)	928	CY	$ 126.00	$ 116,928.00	560.900	$ 70,673.40	367.100	$ 46,254.60	100.00%	0.00
102	723095	Rock Slope Protection (20 lb, Class I, Method B)	3,434	CY	$ 122.00	$ 418,948.00	3772.470	$ 460,241.34	-338.470	$ (41,293.34)	100.00%	0.00
103	729011	Rock Slope Protection Fabric (Class 8)	10,795	SY	$ 2.35	$ 25,368.25	10946.520	$ 25,724.32	-151.520	$ (356.07)	100.00%	0.00
104	730040	Minor Concrete (Gutter)	203	LF	$ 62.00	$ 12,586.00	201.000	$ 12,462.00	2.000	$ 124.00	100.00%	0.00
105	750001(F)	Miscellaneous Iron and Steel	7,224	LB	$ 4.25	$ 30,702.00	7224.000	$ 30,702.00	0.000	$ -	100.00%	0.00
106	750010	Manhole Frame and Cover	3	EA	$ 875.00	$ 2,625.00	3.000	$ 2,625.00		$ -	100.00%	0.00
107	782200	Obliterate Surfacing	22,106	SQYD	$ 3.50	$ 77,371.00	23401.000	$ 81,903.50	-1295.000	$ (4,532.50)	100.00%	0.00
108	800007A	Fence (Type BW, 5-Strand, Metal Post)	31,134	LF	$ 9.75	$ 303,556.50	30472.880	$ 297,110.58	661.120	$ 6,445.92	100.00%	0.00
109	800051	Fence (Type WM, Metal Post)	1,620	LF	$ 15.00	$ 24,300.00	1585.790	$ 23,786.85	34.210	$ 513.15	100.00%	0.00
110	800101	Temporary Fence (Type BW)	5,553	LF	$ 8.75	$ 48,588.75	5132.490	$ 44,909.29	420.510	$ 3,679.46	100.00%	0.00
111	801370A	16' Classic Gate	14	EA	$ 3,250.00	$ 45,500.00	18.000	$ 58,500.00	-4.000	$ (13,000.00)	100.00%	0.00
112	801371A	20' Classic Gate	1	EA	$ 3,450.00	$ 3,450.00	1.000	$ 3,450.00		$ -	100.00%	0.00
113	803012A	Deer Fence	298	LF	$ 16.50	$ 4,917.00	298.000	$ 4,917.00		$ -	100.00%	0.00
114	803020	Remove Fence	17,276	LF	$ 3.25	$ 56,147.00	18725.500	$ 60,857.88	-1449.500	$ (4,710.88)	100.00%	0.00
115	803060	Remove Gate	2	EA	$ 550.00	$ 1,100.00	2.000	$ 1,100.00		$ -	100.00%	0.00
116	803120	Reconstruct Fence (Type bW)	892	LF	$ 11.00	$ 9,812.00	892.000	$ 9,812.00		$ -	100.00%	0.00

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FINAL PAY ESTIMATE

As of 7/10/2026

117	803190	Relocate Gate	1	EA	$	2,650.00	$	2,650.00	4.000	$	10,600.00	-3.000	$	(7,950.00)	100.00%	0.00
118	810180	Delineator (Class 2)	166	EA	$	56.00	$	9,296.00	164.000	$	9,184.00	2.000	$	112.00	100.00%	0.00
119	810230	Pavement Marker (Retroreflective)	2,086	EA	$	3.35	$	6,988.10	1539.000	$	5,155.65	547.000	$	1,832.45	100.00%	0.00
120	820112	Marker (Culvert)	49	EA	$	56.00	$	2,744.00	43.000	$	2,408.00	6.000	$	336.00	100.00%	0.00
121	820133	Object Marker (Type N)	5	EA	$	56.00	$	280.00	5.000	$	280.00		$	-	100.00%	0.00
122	820250	Remove Roadside Sign	41	EA	$	224.00	$	9,184.00	34.000	$	7,616.00	7.000	$	1,568.00	100.00%	0.00
123	820840	Roadside Sign - One Post	22	EA	$	400.00	$	8,800.00	22.000	$	8,800.00		$	-	100.00%	0.00
124	820850	Roadside Sign - Two Post	1	EA	$	775.00	$	775.00	1.000	$	775.00		$	-	100.00%	0.00
125	832005	Midwest Guardrail System	7,125	LF	$	39.00	$	277,875.00	6500.000	$	253,500.00	625.000	$	24,375.00	100.00%	0.00
126	832070	Vegatation Control (Minor Concrete)	2,750	SQYD	$	92.00	$	253,000.00	2525.000	$	232,300.00	225.000	$	20,700.00	100.00%	0.00
127	839521(F)	Cable Railing	156	LF	$	69.00	$	10,764.00	155.700	$	10,743.30	0.300	$	20.70	100.00%	0.00
128	839584	Alternative In-Line Terminal System	10	EA	$	4,000.00	$	40,000.00	10.000	$	40,000.00		$	-	100.00%	0.00
129	839752	Remove Guardrail	166	LF	$	14.00	$	2,324.00	166.000	$	2,324.00		$	-	100.00%	0.00
130	840516	Thermoplastic Pavement Marking (Enhanced Wet Night Visibility)	762	SQFT	$	6.75	$	5,143.50	802.000	$	5,413.50	-40.000	$	(270.00)	100.00%	0.00
131	846007	6" Thermoplastic Traffic Stripe (Enhanced Wet Night Visibility)	87,060	LF	$	1.05	$	91,413.00	77046.000	$	80,898.30	10014.000	$	10,514.70	100.00%	0.00
132	846009	8" Thermoplastic Traffic Stripe (Enhanced Wet Night Visibility)	1,750	LF	$	1.05	$	1,837.50	2105.000	$	2,210.25	-355.000	$	(372.75)	100.00%	0.00
133	846030	Remove Thermoplastic Traffic Stripe	11,614	LF	$	1.25	$	14,517.50	11445.000	$	14,306.25	169.000	$	211.25	100.00%	0.00
134	846035	Remove Thermoplastic Pavement Marking	227	SQFT	$	5.50	$	1,248.50	202.000	$	1,111.00	25.000	$	137.50	100.00%	0.00
135	846051	12" Rumble Strip (Asphalt Concrete Pavement)	440	STA	$	28.00	$	12,320.00	410.000	$	11,480.00	30.000	$	840.00	100.00%	0.00
136	999990	Mobilization	1	LS	$	800,000.07	$	800,000.07	1.000	$	800,000.07		$	-	100.00%	0.00
137	130610	Temporary Check Dam	39,000	LF	$	5.25	$	204,750.00	40534.000	$	212,803.50	-1534.000	$	(8,053.50)	100.00%	0.00
138	130680	Temporary Silt Fence	2,000	LF	$	7.75	$	15,500.00	9271.000	$	71,850.25	-7271.000	$	(56,350.25)	100.00%	0.00
						SUBTOTAL	**$**	**18,041,629.00**		**$**	**17,416,865.05**		**$**	**624,763.95**		

UNICO ENGINEERING

FINAL PAY ESTIMATE

As of 7/10/2026

- CHANGE ORDERS -							PREVIOUSLY PAID		CURRENT ESTIMATE		TO DATE	
CCO	DESCRIPTION	QTY	UOM	$/UNIT	TOTAL	UNITS	$ PREV.	UNITS	$ CURRENT	% COMPLETE	REMAINING
1	Clear for ROW Fence Install	1	LS	$ 40,420.80	$ 40,420.80	1.000	$ 40,420.80		$ -	100.00%	0.00
2	Clearing Environmentally Sensitive Areas	1	LS	$ 42,926.10	$ 42,926.10	1.000	$ 42,926.10		$ -	100.00%	0.00
3	Cultural Resource Trailer - Lump Sum	1	LS	$ 52,213.80	$ 52,213.80	1.000	$ 52,213.80		$ -	100.00%	0.00
3	Cultural Resource Trailer - Agreed Price	3	MNTH	$ 11,223.28	$ 33,669.84	3.000	$ 33,669.84		$ -	100.00%	0.00
4	Mechanical Scraping CAL-1679	1	LS	$ 25,528.67	$ 25,528.67	1.000	$ 25,528.67		$ -	100.00%	0.00
5	Hand Clearing Station 235+00 to 253+00	1	LS	$ 103,994.86	$ 103,994.86	1.000	$ 103,994.86		$ -	100.00%	0.00
6	Job Shut down 4/15/22	1	LS	$ 8,899.60	$ 8,899.60	1.000	$ 8,899.60		$ -	100.00%	0.00
7	Bid Item 40 - High Visibility Fence	7,000	LF	$ 5.65	$ 39,550.00	7000.000	$ 39,550.00		$ -	100.00%	0.00
7	Bid Item 137 - Check Dam	-37,000	LF	$ 5.25	$ (194,250.00)	-37000.000	$ (194,250.00)		$ -	100.00%	0.00
7	Bid Item 138 - Silt Fence	37,000	LF	$ 7.75	$ 286,750.00	15876.000	$ 123,039.00	21124.000	$ 163,711.00	100.00%	0.00
8	Standby chipping equipment COR 016	1	LS	$ 8,284.00	$ 8,284.00	1.000	$ 8,284.00		$ -	100.00%	0.00
9	Haul and place of blasting cover material COR 006	1	LS	$ 55,649.27	$ 55,649.27	1.000	$ 55,649.27		$ -	100.00%	0.00
10	Earthwork	1	LS	$ 125,480.78	$ 125,480.78	1.000	$ 125,480.78		$ -	100.00%	0.00
11	Earthwork	1	LS	$ 147,279.93	$ 147,279.93	1.000	$ 147,279.93		$ -	100.00%	0.00
12	Earthwork	1	LS	$ 179,312.23	$ 179,312.23	1.000	$ 179,312.23		$ -	100.00%	0.00
13	Earthwork	1	LS	$ 156,934.22	$ 156,934.22	1.000	$ 156,934.22		$ -	100.00%	0.00
14	Rock Exc. at DS 16 w/out geotechnical data	1	LS	$ 5,459.56	$ 5,459.56	1.000	$ 5,459.56		$ -	100.00%	0.00
15	Water screening	1	LS	$ 55,401.22	$ 55,401.22	1.000	$ 55,401.22		$ -	100.00%	0.00
16	Staking for MSE Wall	1	LS	$ 5,522.00	$ 5,522.00	1.000	$ 5,522.00		$ -	100.00%	0.00
17	Unsuitable material at shoofly S2T1	1	LS	$ 11,496.98	$ 11,496.98	1.000	$ 11,496.98		$ -	100.00%	0.00
18	DS 54 modifications	1	LS	$ 93,332.98	$ 93,332.98	1.000	$ 93,332.98		$ -	100.00%	0.00
18	DS 54 modifications (Items)	1	LS	$ 31,431.95	$ 31,431.95	0.000	$ -	1.000	$ 31,431.95	100.00%	0.00
19	Cultural security	1	LS	$ 10,290.00	$ 10,290.00	1.000	$ 10,290.00		$ -	100.00%	0.00
20	Temporary Hydroseed	1	LS	$ 26,686.44	$ 26,686.44	1.000	$ 26,686.44		$ -	100.00%	0.00
21	ROW Fence repairs 10/30	1	LS	$ 1,314.72	$ 1,314.72	1.000	$ 1,314.72		$ -	100.00%	0.00
22	During storm drainage corrections 2022.11.01	1	LS	$ 2,579.83	$ 2,579.83	1.000	$ 2,579.83		$ -	100.00%	0.00
23	Shoofly Alt. STA 150 - FCD 024	1	LS	$ 77,654.12	$ 77,654.12	1.000	$ 77,654.12		$ -	100.00%	0.00
24	Cultural EWBs	1	LS	$ 59,202.99	$ 59,202.99	1.000	$ 59,202.99		$ -	100.00%	0.00
24	Cultural Resource Trailer - Extension	3	MNTH	$ 15,117.81	$ 45,353.43	3.000	$ 45,353.43		$ -	100.00%	0.00
25	Earthwork from 09/12 to 10/07	1	LS	$ 175,660.07	$ 175,660.07	1.000	$ 175,660.07		$ -	100.00%	0.00
26	Season 1 Additional Staging Signs	1	LS	$ 76,687.56	$ 76,687.56	1.000	$ 76,687.56		$ -	100.00%	0.00
27	Storm drainage corrections	1	LS	$ 11,659.38	$ 11,659.38	1.000	$ 11,659.38		$ -	100.00%	0.00
28	North End Tie-In Corrections	1	LS	$ 5,538.41	$ 5,538.41	1.000	$ 5,538.41		$ -	100.00%	0.00
29	Earthwork STA 199 - STA 212 [Oct. 17 to Nov. 03]	1	LS	$ 39,661.90	$ 39,661.90	1.000	$ 39,661.90		$ -	100.00%	0.00
30	Storm drainage corrections and SWPPP changes	1	LS	$ 61,502.28	$ 61,502.28	1.000	$ 61,502.28		$ -	100.00%	0.00
31	North end tie-in profiling and grinding	1	LS	$ 3,300.00	$ 3,300.00	1.000	$ 3,300.00		$ -	100.00%	0.00
32	Cultural EWBs [01-2023, 02-2023, & 03-2023]	1	LS	$ 16,815.61	$ 16,815.61	1.000	$ 16,815.61		$ -	100.00%	0.00
33	Staking TCE at Appaloosa Road	1	LS	$ 3,010.41	$ 3,010.41	1.000	$ 3,010.41		$ -	100.00%	0.00
34	Dike, HMA OSD, and sign installation	1	LS	$ 19,879.68	$ 19,879.68	1.000	$ 19,879.68		$ -	100.00%	0.00
35	Hunt Road stockpile cover	1	LS	$ 14,111.81	$ 14,111.81	1.000	$ 14,111.81		$ -	100.00%	0.00
36	Nassau Creek MSE wall engineering services	1	LS	$ 10,725.00	$ 10,725.00	1.000	$ 10,725.00		$ -	100.00%	0.00
37	Trench Plates Rental	1	LS	$ 66,284.61	$ 66,284.61	1.000	$ 66,284.61		$ -	100.00%	0.00
38	Asphalt Investigation and Repairs at STA 155 Shoofly	1	LS	$ 101,312.18	$ 101,312.18	1.000	$ 101,312.18		$ -	100.00%	0.00
39	Slope Repair	1	LS	$ 43,698.97	$ 43,698.97	1.000	$ 43,698.97		$ -	100.00%	0.00
40	Project Delay and TRO (5-1-2023 to 5-20-2023)	1	LS	$ 84,521.15	$ 84,521.15	1.000	$ 84,521.15		$ -	100.00%	0.00
41	Project Delay and TRO (5-21-2023 to 6-20-2023)	1	LS	$ 104,213.84	$ 104,213.84	1.000	$ 104,213.84		$ -	100.00%	0.00
42	Project Delay and TRO (6-21-2023 to 7-28-2023)	1	LS	$ 116,242.48	$ 116,242.48	1.000	$ 116,242.48		$ -	100.00%	0.00
43	Trench Plate Rental	1	LS	$ 17,715.95	$ 17,715.95	1.000	$ 17,715.95		$ -	100.00%	0.00
44	Water screening, relocation of boulders, and new trailer connection	1	LS	$ 85,733.44	$ 85,733.44	1.000	$ 85,733.44		$ -	100.00%	0.00
45	Project Delay (PPR 20 and PPR 21)	1	LS	$ 2,072.00	$ 2,072.00	1.000	$ 2,072.00		$ -	100.00%	0.00
46	Trench Plate Rental (PPR20 and PPR 21)	1	LS	$ 35,431.90	$ 35,431.90	1.000	$ 35,431.90		$ -	100.00%	0.00
47	Earthwork between STA 220 to STA 260 (PPR20)	1	LS	$ 184,853.01	$ 184,853.01	1.000	$ 184,853.01		$ -	100.00%	0.00
48	NOA Mitigation for 2022 and 2023	1	FA	$ 139,716.91	$ 139,716.91	1.000	$ 139,716.91		$ -	100.00%	0.00
49	EWBs Misc. (PCO 99, 107-110, 115-117, 120)	1	FA	$ 113,260.43	$ 113,260.43	1.000	$ 113,260.43		$ -	100.00%	0.00
50	2022 Project Sweeping and Additional Water Trucks for NOA	1	LS	$ 35,131.50	$ 35,131.50	1.000	$ 35,131.50		$ -	100.00%	0.00
51	Earthwork Cut C-6C to Fill F-8A 8-21-23 to 8-31-23	1	LS	$ 163,950.99	$ 163,950.99	1.000	$ 163,950.99		$ -	100.00%	0.00
52	Earthwork Cut C-6C to Fill F-8A 9-1-23 to 9-19-23	1	LS	$ 193,119.56	$ 193,119.56	1.000	$ 193,119.56		$ -	100.00%	0.00
53	Earthwork Cut C-6A to Fill F-6 9-6-23 to 9-20-23	1	LS	$ 160,783.04	$ 160,783.04	1.000	$ 160,783.04		$ -	100.00%	0.00
54	Earthwork C6A, C5B, C7B, C5B, and Blast	1	LS	$ 207,789.68	$ 207,789.68	1.000	$ 207,789.68		$ -	100.00%	0.00
55	EWBs Misc and Cultural	1	LS	$ 94,407.02	$ 94,407.02	1.000	$ 94,407.02		$ -	100.00%	0.00

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56		Earthwork C-6C to F-8A 9-21-23 to 10-20-23	1	LS	$ 134,450.80	$ 134,450.80	1.000	$ 134,450.80		$ -	100.00%	0.00
57		Earthwork C-5B to F-6 9-28-23 to 10-6-23	1	LS	$ 155,001.96	$ 155,001.96	1.000	$ 155,001.96		$ -	100.00%	0.00
58		Earthwork Cut 6B to Fill 7 and Cut 6C to Fill 8A	1	LS	$ 141,308.98	$ 141,308.98	1.000	$ 141,308.98		$ -	100.00%	0.00
59		Earthwork Excavate Drainage Ditches	1	LS	$ 101,248.64	$ 101,248.64	1.000	$ 101,248.64		$ -	100.00%	0.00
60		2024 Estimated Earthwork	1	FA	$ 855,000.00	$ 855,000.00	1.000	$ 855,000.00		$ -	100.00%	0.00
60		2024 Estimated Earthwork Supplemental 01	1	FA	$ 2,100,000.00	$ 2,100,000.00	1.000	$ 2,100,000.00		$ -	100.00%	0.00
60		2024 Estimated Earthwork Supplemental 02	1	FA	$ 1,249,500.00	$ 1,249,500.00	0.948	$ 1,184,536.11	0.052	$ 64,963.89	100.00%	0.00
60		2024 Estimated Earthwork Supplemental 03	1	FA	$ 1,270,599.45	$ 1,270,599.45	0.610	$ 775,414.85	0.390	$ 495,184.60	100.00%	0.00
61		EWB Misc.	1	LS	$ 29,552.51	$ 29,552.51	1.000	$ 29,552.51		$ -	100.00%	0.00
62		2022 Street Sweeping Reconciliation	1	LS	$ 70,672.00	$ 70,672.00	1.000	$ 70,672.00		$ -	100.00%	0.00
63		MSE Wall and Channel	1	LS	$ 6,014,203.45	$ 6,014,203.45	1.001	$ 6,018,539.61	-0.001	$ (4,336.16)	100.00%	0.00
64		STA 155 Shoofly Pavement Repair	1	LS	$ 193,795.00	$ 193,795.00	1.000	$ 193,795.00		$ -	100.00%	0.00
65		SD Repairs, ESA Fence, Staking, Re-Design, and Plate Rental	1	LS	$ 23,296.37	$ 23,296.37	1.000	$ 23,296.37		$ -	100.00%	0.00
66		Trench Plate Rental Final and DS-3 Abandonment	1	LS	$ 7,953.88	$ 7,953.88	1.000	$ 7,953.88		$ -	100.00%	0.00
67		2024 NOA, ESA Fence, FCD 039R1 Underdrain, Concrete Channel Joints	1	LS	$ 130,542.49	$ 130,542.49	1.000	$ 130,542.49		$ -	100.00%	0.00
68		2024 Rock Excavation and Blasting	1	LS	$ 169,065.73	$ 169,065.73	1.000	$ 169,065.73		$ -	100.00%	0.00
69		2023 GPS, DRB, and K-Rail Pinning	1	LS	$ 39,041.72	$ 39,041.72	1.000	$ 39,041.72		$ -	100.00%	0.00
70		2023 Winterization, Nassau Groundwater Mitigation, and Saturday Work	1	LS	$ 102,617.94	$ 102,617.94	1.000	$ 102,617.94		$ -	100.00%	0.00
71		2024 and 2025 Street Sweeping	1	LS	$ 195,000.00	$ 195,000.00	1.000	$ 195,000.00		$ -	100.00%	0.00
71		2024 and 2025 Street Sweeping Supplemental	1	LS	$ 73,861.80	$ 73,861.80	0.964	$ 71,232.05	0.036	$ 2,629.75	100.00%	0.00
72		Additional TRO Days	1	LS	$ 492,200.00	$ 492,200.00	1.000	$ 492,200.00		$ -	100.00%	0.00
73		Top of Wall LS	1	LS	$ 188,543.90	$ 188,543.90	1.000	$ 188,543.90		$ -	100.00%	0.00
74		Top of Wall T&M	1	FA	$ 35,000.00	$ 35,000.00	0.594	$ 20,787.69	0.406	$ 14,212.31	100.00%	0.00
75		FCD40 and DRB Meeting 02	1	LS	$ 56,428.48	$ 56,428.48	1.000	$ 56,428.48		$ -	100.00%	0.00
76		2025 NOA, DRB, and PRD-12 GPS	1	LS	$ 110,720.00	$ 110,720.00	0.915	$ 101,341.70	0.085	$ 9,378.30	100.00%	0.00
77		Fence Modifications	1	BI	$ 7,941.25	$ 7,941.25	1.547	$ 12,287.75	-0.547	$ (4,346.50)	100.00%	0.00
78		Subgrade Work	1	FA	$ 60,000.00	$ 60,000.00	1.000	$ 60,000.00		$ -	100.00%	0.00
78		Subgrade Work Supplemental	1	LS	$ 65,000.00	$ 65,000.00	0.727	$ 47,257.14	0.273	$ 17,742.86	100.00%	0.00
79		Nassau Creek Erosion	1	FA, BI	$ 73,216.90	$ 73,216.90	0.908	$ 66,484.94	0.092	$ 6,731.96	100.00%	0.00
80		2023 Construction Water	1	FA	$ 86,987.99	$ 86,987.99	1.000	$ 86,987.99		$ -	100.00%	0.00
81		2024 Equipment Moves and NOPC #1	1	LS	$ 171,332.99	$ 171,332.99	1.000	$ 171,332.99		$ -	100.00%	0.00
82		HMA Oil Adjustment	1	AC	$ 65,000.00	$ 65,000.00	0.881	$ 57,240.53	0.119	$ 7,759.47	100.00%	0.00
83		2024 GPS and Construction Water	1	LS	$ 152,031.40	$ 152,031.40	1.000	$ 152,031.40		$ -	100.00%	0.00
84		Pavement Smoothness Bonus	1	LS	$ 43,538.26	$ 43,538.26	1.000	$ 43,538.26		$ -	100.00%	0.00
85		FCD 57, 58, & 59	1	FA, LS	$ 38,513.52	$ 38,513.52	0.000	$ -	1.000	$ 38,513.52	100.00%	0.00
86		2025 Construction Water	1	FA	$ 93,159.71	$ 93,159.71	0.000	$ -	1.000	$ 93,159.71	100.00%	0.00
87		PCO 254, 255, 256 & Balancing Change Order	1	BI, LS, FA	$ (378,467.20)	$ (378,467.20)	0.000	$ -	1.000	$ (378,467.20)	100.00%	0.00
88		TRO, Escalation, and PCO 258	1	FA, LS	$ 1,508,959.90	$ 1,508,959.90	0.000	$ -	1.000	$ 1,508,959.90	100.00%	0.00
1	PPR 10	MOH #02 for RCP (Refer to MOH sheet)	1	LS	$ 21,632.97	$ 21,632.97	1.000	$ 21,632.97		$ -	100.00%	0.00
1	PPR 23	MOH #02 for RCP (Refer to MOH sheet)	1	LS	$ (19,686.00)	$ (19,686.00)	1.000	$ (19,686.00)		$ -	100.00%	0.00
1	PPR 29	MOH #02 for RCP (Refer to MOH sheet)	1	LS	$ (968.67)	$ (968.67)	1.000	$ (968.67)		$ -	100.00%	0.00
1	PPR 31	MOH #02 for RCP (Refer to MOH sheet)	1	LS	$ (978.29)	$ (978.29)	1.000	$ (978.29)		$ -	100.00%	0.00
					SUBTOTAL	**$ 19,853,980.91**		**$ 17,786,751.55**		**$ 2,067,229.36**		

- SCHEDULE OF WITHHOLDS -

							PREVIOUSLY PAID		CURRENT ESTIMATE		TO DATE	
PPR #	ITEM #	DESCRIPTION	QTY	UOM	$/UNIT	TOTAL	UNITS	$ PREV.	UNITS	$ CURRENT	% COMPLETE	REMAINING
4	1	Performance Withhold - CPM Updates through April	1	LS	$ (10,000.00)	$ (10,000.00)	1.000	$ (10,000.00)		$ -	100.00%	0.00
5	1	Performance Withhold - CPM Updates through April - Received	1	LS	$ 10,000.00	$ 10,000.00	1.000	$ 10,000.00		$ -	100.00%	0.00
5	2	Performance Withhold - CPM Updates through May	1	LS	$ (10,000.00)	$ (10,000.00)	1.000	$ (10,000.00)		$ -	100.00%	0.00
6	2	Performance Withhold - CPM Updates through May - Received	1	LS	$ 10,000.00	$ 10,000.00	1.000	$ 10,000.00		$ -	100.00%	0.00
21	3	Performance Withhold - CPM Updated May 2023	1	LS	$ (10,000.00)	$ (10,000.00)	1.000	$ (10,000.00)		$ -	100.00%	0.00
24	3	Performance Withhold - CPM Updated May 2023 - Received	1	LS	$ 10,000.00	$ 10,000.00	1.000	$ 10,000.00		$ -	100.00%	0.00
22	4	Performance Withhold - NCR 4 Slopes and Ditches	1	LS	$ (192,727.00)	$ (192,727.00)	1.000	$ (192,727.00)		$ -	100.00%	0.00
38	4	Performance Withhold - NCR 4 Slopes and Ditches - 50% Release	1	LS	$ 96,363.50	$ 96,363.50	1.000	$ 96,363.50		$ -	100.00%	0.00
43	4	Performance Withhold - NCR 4 Slopes and Ditches - 50% Release	1	LS	$ 96,363.50	$ 96,363.50	1.000	$ 96,363.50		$ -	100.00%	0.00
25	5	Performance Withhold - CPM Updated June 2023	1	LS	$ (10,000.00)	$ (10,000.00)	1.000	$ (10,000.00)		$ -	100.00%	0.00
27	5	Performance Withhold - CPM Updated June 2023 - Received	1	LS	$ 10,000.00	$ 10,000.00	1.000	$ 10,000.00		$ -	100.00%	0.00
25	6	Performance Withhold - CPM Updated July 2023	1	LS	$ (10,000.00)	$ (10,000.00)	1.000	$ (10,000.00)		$ -	100.00%	0.00
32	6	Performance Withhold - CPM Updated July 2023 - Received	1	LS	$ 10,000.00	$ 10,000.00	1.000	$ 10,000.00		$ -	100.00%	0.00
25	7	Performance Withhold - CPM Updated August 2023	1	LS	$ (10,000.00)	$ (10,000.00)	1.000	$ (10,000.00)		$ -	100.00%	0.00

32	7	Performance Withhold - CPM Updated August 2023 - Received	1	LS	$ 10,000.00	$ 10,000.00	1.000	$ 10,000.00	$ -	100.00%	0.00
25	8	Performance Withhold - CPM Updated September 2023	1	LS	$ (10,000.00)	$ (10,000.00)	1.000	$ (10,000.00)	$ -	100.00%	0.00
33	8	Performance Withhold - CPM Updated September 2023 - Received	1	LS	$ 10,000.00	$ 10,000.00	1.000	$ 10,000.00	$ -	100.00%	0.00
25	9	Performance Withhold - CPM Updated October 2023	1	LS	$ (10,000.00)	$ (10,000.00)	1.000	$ (10,000.00)	$ -	100.00%	0.00
33	9	Performance Withhold - CPM Updated October 2023 - Received	1	LS	$ 10,000.00	$ 10,000.00	1.000	$ 10,000.00	$ -	100.00%	0.00
25	10	Performance Withhold - CPM Updated November 2023	1	LS	$ (10,000.00)	$ (10,000.00)	1.000	$ (10,000.00)	$ -	100.00%	0.00
36	10	Performance Withhold - CPM Updated November 2023 - Received	1	LS	$ 10,000.00	$ 10,000.00	1.000	$ 10,000.00	$ -	100.00%	0.00
25	11	Performance Withhold - CPM Updated December 2023	1	LS	$ (10,000.00)	$ (10,000.00)	1.000	$ (10,000.00)	$ -	100.00%	0.00
36	11	Performance Withhold - CPM Updated December 2023 - Received	1	LS	$ 10,000.00	$ 10,000.00	1.000	$ 10,000.00	$ -	100.00%	0.00
25	12	Performance Withhold - CPM Updated January 2024	1	LS	$ (10,000.00)	$ (10,000.00)	1.000	$ (10,000.00)	$ -	100.00%	0.00
36	12	Performance Withhold - CPM Updated January 2024 - Received	1	LS	$ 10,000.00	$ 10,000.00	1.000	$ 10,000.00	$ -	100.00%	0.00
26	13	Performance Withhold - CPM Updated February 2024	1	LS	$ (10,000.00)	$ (10,000.00)	1.000	$ (10,000.00)	$ -	100.00%	0.00
36	13	Performance Withhold - CPM Updated February 2024 - Received	1	LS	$ 10,000.00	$ 10,000.00	1.000	$ 10,000.00	$ -	100.00%	0.00
27	14	Performance Withhold - CPM Updated March 2024	1	LS	$ (10,000.00)	$ (10,000.00)	1.000	$ (10,000.00)	$ -	100.00%	0.00
37	14	Performance Withhold - CPM Updated March 2024 - Received	1	LS	$ 10,000.00	$ 10,000.00	1.000	$ 10,000.00	$ -	100.00%	0.00
28	15	Performance Withhold - CPM Updated April 2024	1	LS	$ (10,000.00)	$ (10,000.00)	1.000	$ (10,000.00)	$ -	100.00%	0.00
37	15	Performance Withhold - CPM Updated April 2024 - Received	1	LS	$ 10,000.00	$ 10,000.00	1.000	$ 10,000.00	$ -	100.00%	0.00
28	16	Performance Withhold - Project Schedule (Letter 049) - PPR 28	1	LS	$ (220,617.01)	$ (220,617.01)	1.000	$ (220,617.01)	$ -	100.00%	0.00
31	16	Performance Withhold - Project Schedule (Letter 049) - PPR 28 - 10% Release	1	LS	$ 220,617.01	$ 220,617.01	1.000	$ 220,617.01	$ -	100.00%	0.00
29	17	Performance Withhold - CPM Updated May 2024	1	LS	$ (10,000.00)	$ (10,000.00)	1.000	$ (10,000.00)	$ -	100.00%	0.00
37	17	Performance Withhold - CPM Updated May 2024 - Received	1	LS	$ 10,000.00	$ 10,000.00	1.000	$ 10,000.00	$ -	100.00%	0.00
29	18	Performance Withhold - Project Schedule (Letter 049) - PPR 29	1	LS	$ (702,322.29)	$ (702,322.29)	1.000	$ (702,322.29)	$ -	100.00%	0.00
31	18	Performance Withhold - Project Schedule (Letter 049) - PPR 29 - 10% Release	1	LS	$ 617,980.18	$ 617,980.18	1.000	$ 617,980.18	$ -	100.00%	0.00
32	18	Performance Withhold - Project Schedule (Letter 049) - PPR 29 - 10% Release	1	LS	$ 84,342.11	$ 84,342.11	1.000	$ 84,342.11	$ -	100.00%	0.00
30	19	Performance Withhold - CPM Updated June 2024	1	LS	$ (10,000.00)	$ (10,000.00)	1.000	$ (10,000.00)	$ -	100.00%	0.00
37	19	Performance Withhold - CPM Updated June 2024 - Received	1	LS	$ 10,000.00	$ 10,000.00	1.000	$ 10,000.00	$ -	100.00%	0.00
30	20	Performance Withhold - Project Schedule (Letter 049) - PPR 30	1	LS	$ (543,161.51)	$ (543,161.51)	1.000	$ (543,161.51)	$ -	100.00%	0.00
32	20	Performance Withhold - Project Schedule (Letter 049) - PPR 30 - 10% Release	1	LS	$ 543,161.51	$ 543,161.51	1.000	$ 543,161.51	$ -	100.00%	0.00
31	21	Performance Withhold - CPM Updated July 2024	1	LS	$ (10,000.00)	$ (10,000.00)	1.000	$ (10,000.00)	$ -	100.00%	0.00
37	21	Performance Withhold - CPM Updated July 2024 - Received	1	LS	$ 10,000.00	$ 10,000.00	1.000	$ 10,000.00	$ -	100.00%	0.00
31	22	Performance Withhold - Project Schedule (Letter 049) - PPR 31	1	LS	$ (756,133.88)	$ (756,133.88)	1.000	$ (756,133.88)	$ -	100.00%	0.00
32	22	Performance Withhold - Project Schedule (Letter 049) - PPR 31 - 10% Release	1	LS	$ 335,480.83	$ 335,480.83	1.000	$ 335,480.83	$ -	100.00%	0.00
33	22	Performance Withhold - Project Schedule (Letter 049) - PPR 31 - 10% Release	1	LS	$ 420,653.06	$ 420,653.06	1.000	$ 420,653.06	$ -	100.00%	0.00
32	23	Performance Withhold - CPM Updated August 2024	1	LS	$ (10,000.00)	$ (10,000.00)	1.000	$ (10,000.00)	$ -	100.00%	0.00
37	23	Performance Withhold - CPM Updated August 2024 - Received	1	LS	$ 10,000.00	$ 10,000.00	1.000	$ 10,000.00	$ -	100.00%	0.00
32	24	Performance Withhold - Project Schedule (Letter 049) - PPR 32	1	LS	$ (1,070,782.84)	$ (1,070,782.84)	1.000	$ (1,070,782.84)	$ -	100.00%	0.00
33	24	Performance Withhold - Project Schedule (Letter 049) - PPR 32 - 10% Release	1	LS	$ 1,070,782.84	$ 1,070,782.84	1.000	$ 1,070,782.84	$ -	100.00%	0.00
33	25	Performance Withhold - CPM Updated September 2024	1	LS	$ (10,000.00)	$ (10,000.00)	1.000	$ (10,000.00)	$ -	100.00%	0.00
37	25	Performance Withhold - CPM Updated September 2024 - Received	1	LS	$ 10,000.00	$ 10,000.00	1.000	$ 10,000.00	$ -	100.00%	0.00
33	26	Performance Withhold - Project Schedule (Letter 049) - PPR 33	1	LS	$ (1,649,650.36)	$ (1,649,650.36)	1.000	$ (1,649,650.36)	$ -	100.00%	0.00
33	26	Performance Withhold - Project Schedule (Letter 049) - PPR 33 - 10% Release	1	LS	$ 148,214.46	$ 148,214.46	1.000	$ 148,214.46	$ -	100.00%	0.00
34	26	Performance Withhold - Project Schedule (Letter 049) - PPR 33 - 10% Release	1	LS	$ 1,396,327.71	$ 1,396,327.71	1.000	$ 1,396,327.71	$ -	100.00%	0.00
35	26	Performance Withhold - Project Schedule (Letter 049) - PPR 33 - 10% Release	1	LS	$ 105,108.19	$ 105,108.19	1.000	$ 105,108.19	$ -	100.00%	0.00
34	27	Performance Withhold - CPM Updated October 2024	1	LS	$ (10,000.00)	$ (10,000.00)	1.000	$ (10,000.00)	$ -	100.00%	0.00
38	27	Performance Withhold - CPM Updated October 2024 - Received	1	LS	$ 10,000.00	$ 10,000.00	1.000	$ 10,000.00	$ -	100.00%	0.00
34	28	Performance Withhold - Project Schedule (Letter 049) - PPR 34	1	LS	$ (1,386,327.71)	$ (1,386,327.71)	1.000	$ (1,386,327.71)	$ -	100.00%	0.00
35	28	Performance Withhold - Project Schedule (Letter 049) - PPR 34 - 10% Release	1	LS	$ 1,386,327.71	$ 1,386,327.71	1.000	$ 1,386,327.71	$ -	100.00%	0.00
35	29	Performance Withhold - CPM Updated November 2024	1	LS	$ (10,000.00)	$ (10,000.00)	1.000	$ (10,000.00)	$ -	100.00%	0.00
38	29	Performance Withhold - CPM Updated November 2024 - Received	1	LS	$ 10,000.00	$ 10,000.00	1.000	$ 10,000.00	$ -	100.00%	0.00
35	30	Performance Withhold - Project Schedule (Letter 049) - PPR 35	1	LS	$ (5,024,227.93)	$ (5,024,227.93)	1.000	$ (5,024,227.93)	$ -	100.00%	0.00
35	30	Performance Withhold - Project Schedule (Letter 049) - PPR 35 - 10% Release	1	LS	$ 3,542,792.03	$ 3,542,792.03	1.000	$ 3,542,792.03	$ -	100.00%	0.00
36	30	Performance Withhold - Project Schedule (Letter 049) - PPR 35 - 10% Release	1	LS	$ 1,468,075.17	$ 1,468,075.17	1.000	$ 1,468,075.17	$ -	100.00%	0.00
37	30	Performance Withhold - Project Schedule (Letter 049) - PPR 35 - 5% Release	1	LS	$ 13,360.73	$ 13,360.73	1.000	$ 13,360.73	$ -	100.00%	0.00
36	31	Performance Withhold - CPM Updated December 2024	1	LS	$ (10,000.00)	$ (10,000.00)	1.000	$ (10,000.00)	$ -	100.00%	0.00
38	31	Performance Withhold - CPM Updated December 2024 - Received	1	LS	$ 10,000.00	$ 10,000.00	1.000	$ 10,000.00	$ -	100.00%	0.00
36	32	Performance Withhold - Project Schedule (Letter 049) - PPR 36	1	LS	$ (1,498,075.17)	$ (1,498,075.17)	1.000	$ (1,498,075.17)	$ -	100.00%	0.00
37	32	Performance Withhold - Project Schedule (Letter 049) - PPR 36 - 5% Release	1	LS	$ 1,498,075.17	$ 1,498,075.17	1.000	$ 1,498,075.17	$ -	100.00%	0.00
37	33	Performance Withhold - Project Schedule (Letter 049) - PPR 37	1	LS	$ (937,784.76)	$ (937,784.76)	1.000	$ (937,784.76)	$ -	100.00%	0.00
37	33	Performance Withhold - Project Schedule (Letter 049) - PPR 37 - 5% Release	1	LS	$ 162,066.81	$ 162,066.81	1.000	$ 162,066.81	$ -	100.00%	0.00
38	33	Performance Withhold - Project Schedule (Letter 049) - PPR 37 - Full Release	1	LS	$ 775,717.95	$ 775,717.95	1.000	$ 775,717.95	$ -	100.00%	0.00
43	34	Performance Withhold - NCR 5 Pavement Edge Treatments	1	LS	$ (50,000.00)	$ (50,000.00)	1.000	$ (50,000.00)	$ -	100.00%	0.00
45	34	Performance Withhold - NCR 5 Pavement Edge Treatments	1	LS	$ 50,000.00	$ 50,000.00	1.000	$ 50,000.00	$ -	100.00%	0.00

UNICO ENGINEERING

FINAL PAY ESTIMATE

As of 7/10/2026

					SUBTOTAL	$ (0.00)		$ (0.00)		$ -		

- SCHEDULE OF ADMINISTRATIVE DEDUCTIONS/CREDITS -

							PREVIOUSLY PAID		CURRENT ESTIMATE		TO DATE	
PPR #	ITEM #	DESCRIPTION	QTY	UOM	$/UNIT	TOTAL	UNITS	$ PREV.	UNITS	$ CURRENT	% COMPLETE	REMAINING
11	1	HMA compaction deduction from 10/18/2022 (280 TON * 12.5%)	35	TON	$ (118.00)	$ (4,130.00)	35.000	$ (4,130.00)		$ -	100.00%	0.00
47	2	Processed Reclaimed AC Credit	1	LS	$ (23,223.06)	$ (23,223.06)	0.000	$ -	1.000	$ (23,223.06)	100.00%	0.00
					SUBTOTAL	$ (27,353.06)		$ (4,130.00)		$ (23,223.06)		

UNICO ENGINEERING

SCHEDULE OF VALUES

As of 7/10/2026

- PROJECT INFORMATION -

JOB: State Route 4 Wagon Trail Realignment, Phase I
CONTR: Sukut Construction, LLC
PN: 6128-029
THRU: Tuesday, May 19, 2026

SOV ITEMS THIS PAY PERIOD: $ 76,000.00
SOV TOTAL TO DATE: $ 1,612,399.84

- SCHEDULE OF VALUES -

							PREVIOUSLY PAID		CURRENT ESTIMATE		TO DATE	
ITEM	SOV	DESCRIPTION	QTY	UOM	$/UNIT	TOTAL	UNITS	$ PREV.	UNITS	$ CURRENT	% COMPLETE	REMAINING
1		**Construction Surveying/Staking**		LS		$ 146,000.00	1.00000	$ 146,000.00	0.00000	$ -	100.00%	0.000
	1.1	Construction Surveying/Staking	400	WDAY	$ 365.00	$ 146,000.00	400	$ 146,000.00		$ -	100.00%	0.00
2		**Construction General Permit Annual Fees**		LS		$ 5,500.00	1.00000	$ 5,500.00	0.00000	$ -	100.00%	0.000
	2.1	Construction General Permit Annual Fees	1	EA	$ 5,500.00	$ 5,500.00	1	$ 5,500.00		$ -	100.00%	0.00
3		**Lead Compliance Plan**		LS		$ 1,750.00	1.00000	$ 1,750.00	0.00000	$ -	100.00%	0.000
	3.1	Lead Compliance Plan	1	EA	$ 1,750.00	$ 1,750.00	1	$ 1,750.00		$ -	100.00%	0.00
4		**Progress Schedule (CPM)**		LS		$ 20,000.00	1.00000	$ 20,000.00	0.00000	$ -	100.00%	0.000
	4.1	Progress Schedule (CPM)	400	WDAY	$ 50.00	$ 20,000.00	400	$ 20,000.00		$ -	100.00%	0.00
6		**Develop Water Supply**		LS		$ 85,000.00	1.00000	$ 85,000.00	0.00000	$ -	100.00%	0.000
	6.1	Develop Water Setup	2	EA	$ 42,500.00	$ 85,000.00	2	$ 85,000.00		$ -	100.00%	0.00
7		**Construction Area Signs**		LS		$ 55,999.84	1.00000	$ 55,999.84	0.00000	$ -	100.00%	0.000
	7.1	Install Construction Area Signs	38	EA	$ 1,473.68	$ 55,999.84	38	$ 55,999.84		$ -	100.00%	0.00
8		**Traffic Control System**		LS		$ 300,000.00	1.00000	$ 300,000.00	0.00000	$ -	100.00%	0.000
	8.1	Traffic Control	400	WDAY	$ 650.00	$ 260,000.00	400	$ 260,000.00		$ -	100.00%	0.00
	8.2	Traffic Control Plan	1	EA	$ 10,500.00	$ 10,500.00	1	$ 10,500.00		$ -	100.00%	0.00
	8.3	Traffic Control - Buy Materials	1	LS	$ 29,500.00	$ 29,500.00	1	$ 29,500.00		$ -	100.00%	0.00
16		**Portable Changeable Message Sign**		LS		$ 45,000.00	1.00000	$ 45,000.00	0.00000	$ -	100.00%	0.000
	16.1	Install Portable Changeable Message Sign	2	EA	$ 22,500.00	$ 45,000.00	2	$ 45,000.00		$ -	100.00%	0.00
20		**Job Site Management**		LS		$ 70,000.00	1.00000	$ 70,000.00	0.00000	$ -	100.00%	0.000
	20.1	Job Site & BMP Maintenance	400	WDAY	$ 175.00	$ 70,000.00	400	$ 70,000.00		$ -	100.00%	0.00
21		**Prepare SWPPP**		LS		$ 2,000.00	1.00000	$ 2,000.00	0.00000	$ -	100.00%	0.000
	21.1	Prepare SWPPP	1	EA	$ 2,000.00	$ 2,000.00	1	$ 2,000.00		$ -	100.00%	0.00
26		**Street Sweeping**		LS		$ 180,000.00	1.00000	$ 180,000.00	0.00000	$ -	100.00%	0.000
	26.1	Street Sweeping	400	WDAY	$ 450.00	$ 180,000.00	400.000	$ 180,000.00		$ -	100.00%	0.00
27		**Temporary Concrete Washout**		LS		$ 1,500.00	1.00000	$ 1,500.00	0.00000	$ -	100.00%	0.000
	27.1	Concrete Washouts	500	CY	$ 3.00	$ 1,500.00	500	$ 1,500.00		$ -	100.00%	0.00
35		**Temporary Creek Diverson System**		LS		$ 70,000.00	1.00000	$ 70,000.00	0.00000	$ -	100.00%	0.000
	35.1	Temp. Creek Diversion Plan	1	EA	$ 21,000.00	$ 21,000.00	1	$ 21,000.00		$ -	100.00%	0.00
	35.2	Creek Diversion for Black Creek Construction Work	1	EA	$ 28,000.00	$ 28,000.00	1	$ 28,000.00		$ -	100.00%	0.00
	35.3	Creek Diversion for Nassau Creek Construction Work	1	EA	$ 21,000.00	$ 21,000.00	1	$ 21,000.00		$ -	100.00%	0.00
36		**Asbestos Compliance Plan**		LS		$ 2,200.00	1.00000	$ 2,200.00	0.00000	$ -	100.00%	0.000
	36.1	Asbestos Compliance Plan	1	EA	$ 2,200.00	$ 2,200.00	1	$ 2,200.00		$ -	100.00%	0.00
39		**Relocate Boulders**		LS		$ 1,450.00	1.00000	$ 1,450.00	0.00000	$ -	100.00%	0.000
	39.1	Relocate Boulders (Appaloosa Road Median)	1	WK	$ 1,450.00	$ 1,450.00	1	$ 1,450.00		$ -	100.00%	0.00
41		**Clearing and Grubbing Subtotal**		LS		$ 550,000.00	1.00000	$ 550,000.00	0.00000	$ -	100.00%	0.000
	41.1	Hand Fell Trees/Brush	40	AC	$ 10,000.00	$ 400,000.00	40	$ 400,000.00		$ -	100.00%	0.00
	41.2	Manage Trees/Brush	40	AC	$ 3,750.00	$ 150,000.00	40	$ 150,000.00		$ -	100.00%	0.00
54		**Permanent Erosion Control Establishment Work**		LS		$ 76,000.00	0.00000	$ -	1.00000	$ 76,000.00	100.00%	0.000
	54.1	Permanent Erosion Control Establishment Work	60	AC	$ 1,266.67	$ 76,000.00	0.000	$ -	60.00	$ 76,000.00	100.00%	0.000
					SOV SUBTOTAL	**$ 1,592,399.84**		**$ 1,536,399.84**		**$ 76,000.00**		

UNICO ENGINEERING

MSE WALL AND CONCRETE CHANNEL

As of 7/10/2026

- PROJECT INFORMATION -

JOB: State Route 4 Wagon Trail Realignment, Phase I
CONTR: Sukut Construction, LLC
PN: 6128-029
THRU: Tuesday, May 19, 2026

- MSE WALL AND CONCRETE CHANNEL -

						PREVIOUSLY PAID		CURRENT ESTIMATE		TO DATE	
ITEM	DESCRIPTION	QTY	UOM	$/UNIT	TOTAL	UNITS	$ PREV.	UNITS	$ CURRENT	% COMPLETE	REMAINING
63.1	Structure Backfill (Slurry Cement) (F)	167	CY	$ 475.00	$ 79,325.00	167	$ 79,325.00		$ -	100.00%	0.00
63.2	36" RCP	165	LF	$ 260.00	$ 42,900.00	165	$ 42,900.00		$ -	100.00%	0.00
63.3	RSP, Class II	256	CY	$ 200.00	$ 51,200.00	256	$ 51,200.00		$ -	100.00%	0.00
63.4	RSP, Class III	267	CY	$ 200.00	$ 53,400.00	267	$ 53,400.00		$ -	100.00%	0.00
63.5	RSP Fabric (Class 8)	960	SY	$ 5.50	$ 5,280.00	960	$ 5,280.00		$ -	100.00%	0.00
63.6	Marker (Culvert)	2	EA	$ 375.00	$ 750.00	2	$ 750.00		$ -	100.00%	0.00
63.7	Grouted Decorative Rock	75	CY	$ 1,700.00	$ 127,500.00	75	$ 127,500.00		$ -	100.00%	0.00
63.8	Minor Concrete (Minor Structure) (F)	28	CY	$ 2,800.00	$ 78,400.00	28	$ 78,400.00		$ -	100.00%	0.00
63.9	Mechanically Stabilized Embankment	16,574	SF	$ 220.00	$ 3,646,280.00	16850	$ 3,707,000.00	-276	$ (60,720.00)	100.00%	0.00
63.10	Structural Concrete (F)	417	CY	$ 2,550.00	$ 1,063,350.00	417	$ 1,063,350.00		$ -	100.00%	0.00
63.11	Structural Concrete Wall Cap (F)	530	LF	$ 55.00	$ 29,150.00	530	$ 29,150.00		$ -	100.00%	0.00
63.12	Bar Reinforcing Steel (F)	34,513	LB	$ 3.15	$ 108,715.95	34513	$ 108,715.95		$ -	100.00%	0.00
63.13	Cable Railing	535	LF	$ 185.00	$ 98,975.00	522	$ 96,570.00	13	$ 2,405.00	100.00%	0.00
63.14	Hydroseeding	266,200	SF	$ 0.22	$ 58,564.00	134164	$ 29,516.08	132036	$ 29,047.92	100.00%	0.00
63.15	RECP (TRM)	3,860	SF	$ 11.40	$ 44,004.00	3860	$ 44,004.00	0	$ -	100.00%	0.00
63.16	RECP (Blanket)	33,770	SF	$ 0.80	$ 27,016.00	31116	$ 24,892.80	2654	$ 2,123.20	100.00%	0.00
63.17	Compost	416	CY	$ 84.00	$ 34,944.00	383	$ 32,172.00	33	$ 2,772.00	100.00%	0.00
63.18	Incorporate Materials	33,770	SF	$ 0.35	$ 11,819.50	31116	$ 10,890.60	2654	$ 928.90	100.00%	0.00
63.19	Fiber Roll	9,900	LF	$ 3.70	$ 36,630.00	4736	$ 17,523.20	5164	$ 19,106.80	100.00%	0.00
63.20	Mobilization	1	LS	$ 250,000.00	$ 250,000.00	1.000	$ 250,000.00		$ -	100.00%	0.00
63.21	Job-site Management	1	LS	$ 115,000.00	$ 115,000.00	1.000	$ 115,000.00		$ -	100.00%	0.00
63.22	Surveying and Staking	1	LS	$ 51,000.00	$ 51,000.00	1.000	$ 51,000.00		$ -	100.00%	0.00
				SUBTOTAL	$ 6,014,203.45		$ 6,018,539.63		$ (4,336.18)		

County of Calaveras
GL Transaction Report
7/1/2026 through 10/31/2026

To review a Journal Entry, drag your mouse across the Batch ID. A camera will appear IF a Journal Entry form has been attached

Post Date	Description	Ref#	2nd Ref#	Batch ID	PEID	Contract	Check No	Sub ID	Misc	Debit	Credit	Net
12000010	**Road CIP - Projects**											
9029	**SR4 Wagon Trail Realign PH1**											
07/09/2026	DEWBERRY ENGINE 3.13	22492619	12001806	OH194189	0041909	12001806	01176823	OH	FY25	7,191.56	0.00	7,191.56
07/09/2026	DEWBERRY ENGINE Burke	22492619	12001806	OH194189	0041909	12001806	01176823	OH	FY25	273.20	0.00	273.20
07/17/2026	DEWBERRY ENGINE 3.14.1	22495708	12001806	OH194351	0041909	12001806	01177166	OH		325.86	0.00	325.86
07/17/2026	DEWBERRY ENGINE 3.13	22495708	12001806	OH194351	0041909	12001806	01177166	OH		3,552.03	0.00	3,552.03
08/28/2026	DEWBERRY ENGINE 3.14.1	22499866	12001806	OH195005	0041909	12001806	01178853	OH		814.67	0.00	814.67
08/28/2026	DEWBERRY ENGINE 3.13	22499866	12001806	OH195005	0041909	12001806	01178853	OH		8,403.97	0.00	8,403.97
09/24/2026	UNICO ENGINEERI 2.	1746.009-48	12002101	OH195477	W011818	12002101	00035969	OH		36,221.14	0.00	36,221.14
09/24/2026	UNICO ENGINEERI 3.	1746.009-48	12002101	OH195477	W011818	12002101	00035969	OH		8,477.87	0.00	8,477.87
09/24/2026	UNICO ENGINEERI Other	1746.009-48	12002101	OH195477	W011818	12002101	00035969	OH		433.93	0.00	433.93
09/24/2026	UNICO ENGINEERI 2.	1746.009-49	12002101	OH195477	W011818	12002101	00035969	OH		18,633.93	0.00	18,633.93
09/24/2026	UNICO ENGINEERI 3.	1746.009-49	12002101	OH195477	W011818	12002101	00035969	OH		11,220.86	0.00	11,220.86
09/24/2026	UNICO ENGINEERI 2.	1746.009-50	12002101	OH195477	W011818	12002101	00035969	OH		465.81	0.00	465.81
09/24/2026	UNICO ENGINEERI 3.	1746.009-50	12002101	OH195477	W011818	12002101	00035969	OH		12,522.00	0.00	12,522.00
09/24/2026	UNICO ENGINEERI 4.	1746.009-50	12002101	OH195477	W011818	12002101	00035969	OH		1,363.82	0.00	1,363.82
09/25/2026	SUKUT CONSTRUCT 1200-PPE47			OH195509	W014128		01179995	OH	FY25	2,668,770.25	0.00	2,668,770.25
09/25/2026	DEWBERRY ENGINE 3.13	22502841	12001806	OH195510	0041909	12001806	01179996	OH		4,592.05	0.00	4,592.05
09/25/2026	DEWBERRY ENGINE Burke	22502841	12001806	OH195510	0041909	12001806	01179996	OH		84.00	0.00	84.00
10/13/2026	DOKKEN ENGINEER 10.114	9790 ALTA	12001805	OH195516	0040532	12001805	00036111	OH		6,285.80	0.00	6,285.80
10/13/2026	DOKKEN ENGINEER 10.115	1411 ALTA	12001805	OH195516	0040532	12001805	00036111	OH		11,714.27	0.00	11,714.27
10/13/2026	DOKKEN ENGINEER 1.2 -	51577	12001805	OH195516	0040532	12001805	00036111	OH		866.58	0.00	866.58
10/13/2026	DOKKEN ENGINEER 10.5 -	51577	12001805	OH195516	0040532	12001805	00036111	OH		433.29	0.00	433.29
10/13/2026	DOKKEN ENGINEER 10.6 -	51577	12001805	OH195516	0040532	12001805	00036111	OH		1,733.16	0.00	1,733.16
10/13/2026	DOKKEN ENGINEER 10.9 -	51577	12001805	OH195516	0040532	12001805	00036111	OH		301.73	0.00	301.73
10/13/2026	DOKKEN ENGINEER 1.2 -	51984	12001805	OH195516	0040532	12001805	00036111	OH		433.29	0.00	433.29
10/13/2026	DOKKEN ENGINEER 10.3 -	51984	12001805	OH195516	0040532	12001805	00036111	OH		288.86	0.00	288.86

County of Calaveras
GL Transaction Report
7/1/2026 through 10/31/2026

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Post Date	Description	Ref#	2nd Ref#	Batch ID	PEID	Contract	Check No	Sub IDMisc	Debit	Credit	Net
10/13/2026	DOKKEN ENGINEER 10.5 -	51984	12001805	OH195516	0040532	12001805	00036111	OH	19,220.63	0.00	19,220.63
10/13/2026	DOKKEN ENGINEER 10.6 -	51984	12001805	OH195516	0040532	12001805	00036111	OH	722.15	0.00	722.15
10/13/2026	DOKKEN ENGINEER 10.7 -	51984	12001805	OH195516	0040532	12001805	00036111	OH	157.30	0.00	157.30
10/13/2026	DOKKEN ENGINEER 1.2 -	52199	12001805	OH195516	0040532	12001805	00036111	OH	288.86	0.00	288.86
10/13/2026	DOKKEN ENGINEER 10.3 -	52199	12001805	OH195516	0040532	12001805	00036111	OH	5,568.42	0.00	5,568.42
10/13/2026	DOKKEN ENGINEER 10.6 -	52199	12001805	OH195516	0040532	12001805	00036111	OH	144.43	0.00	144.43
10/13/2026	DOKKEN ENGINEER 10.105	2199	12001805	OH195516	0040532	12001805	00036111	OH	288.86	0.00	288.86
10/13/2026	DOKKEN ENGINEER 10.125	2199 ASM	12001805	OH195516	0040532	12001805	00036111	OH	837.09	0.00	837.09
10/13/2026	DOKKEN ENGINEER 10.125	2199 ASM	12001805	OH195516	0040532	12001805	00036111	OH	3,348.36	0.00	3,348.36
10/13/2026	DOKKEN ENGINEER 10.125	2199 ASM	12001805	OH195516	0040532	12001805	00036111	OH	650.00	0.00	650.00
10/13/2026	DOKKEN ENGINEER 1.2 -	52555	12001805	OH195516	0040532	12001805	00036111	OH	288.86	0.00	288.86
10/13/2026	DOKKEN ENGINEER 10.3 -	52555	12001805	OH195516	0040532	12001805	00036111	OH	577.72	0.00	577.72
10/13/2026	DOKKEN ENGINEER 10.6 -	52555	12001805	OH195516	0040532	12001805	00036111	OH	288.86	0.00	288.86
10/13/2026	DOKKEN ENGINEER 10.105	2555	12001805	OH195516	0040532	12001805	00036111	OH	433.29	0.00	433.29
10/13/2026	DOKKEN ENGINEER 10.125	2555 ASM	12001805	OH195516	0040532	12001805	00036111	OH	372.04	0.00	372.04
10/13/2026	DOKKEN ENGINEER 10.125	2555 ASM	12001805	OH195516	0040532	12001805	00036111	OH	10,937.62	0.00	10,937.62
10/13/2026	DOKKEN ENGINEER 10.125	2555 ASM	12001805	OH195516	0040532	12001805	00036111	OH	2,418.26	0.00	2,418.26
10/13/2026	DOKKEN ENGINEER 10.125	2555 ASM	12001805	OH195516	0040532	12001805	00036111	OH	650.00	0.00	650.00
10/13/2026	DOKKEN ENGINEER 1.2 -	52828	12001805	OH195516	0040532	12001805	00036111	OH	1,011.01	0.00	1,011.01
10/13/2026	DOKKEN ENGINEER 6.8 -	52828	12001805	OH195516	0040532	12001805	00036111	OH	5,589.60	0.00	5,589.60
10/13/2026	DOKKEN ENGINEER 10.3 -	52828	12001805	OH195516	0040532	12001805	00036111	OH	2,299.44	0.00	2,299.44
10/13/2026	DOKKEN ENGINEER 10.6 -	52828	12001805	OH195516	0040532	12001805	00036111	OH	577.72	0.00	577.72
10/13/2026	DOKKEN ENGINEER 10.7 -	52828	12001805	OH195516	0040532	12001805	00036111	OH	1,332.76	0.00	1,332.76
10/13/2026	DOKKEN ENGINEER 10.105	2828	12001805	OH195516	0040532	12001805	00036111	OH	722.15	0.00	722.15
10/13/2026	DOKKEN ENGINEER 10.125	2828 ASM	12001805	OH195516	0040532	12001805	00036111	OH	5,022.54	0.00	5,022.54
10/13/2026	DOKKEN ENGINEER 10.125	2828 ASM	12001805	OH195516	0040532	12001805	00036111	OH	650.00	0.00	650.00

County of Calaveras
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Post Date	Description	Ref#	2nd Ref#	Batch ID	PEID	Contract	Check No	Sub IDMisc	Debit	Credit	Net
10/13/2026	DOKKEN ENGINEER 1.2 -	53086	12001805	OH195516	0040532	12001805	00036111	OH	722.15	0.00	722.15
10/13/2026	DOKKEN ENGINEER 6.8 -	53086	12001805	OH195516	0040532	12001805	00036111	OH	4,603.64	0.00	4,603.64
10/13/2026	DOKKEN ENGINEER 10.3 -	53086	12001805	OH195516	0040532	12001805	00036111	OH	8,911.76	0.00	8,911.76
10/13/2026	DOKKEN ENGINEER 10.5 -	53086	12001805	OH195516	0040532	12001805	00036111	OH	68.64	0.00	68.64
10/13/2026	DOKKEN ENGINEER 10.6 -	53086	12001805	OH195516	0040532	12001805	00036111	OH	577.72	0.00	577.72
10/13/2026	DOKKEN ENGINEER 10.7 -	53086	12001805	OH195516	0040532	12001805	00036111	OH	354.64	0.00	354.64
10/13/2026	DOKKEN ENGINEER 10.10	53086	12001805	OH195516	0040532	12001805	00036111	OH	577.72	0.00	577.72
	Total for Object 9029								2,885,618.17	0.00	**2,885,618.17**
	Total for Org Key 12000010								2,885,618.17	0.00	**2,885,618.17**
							Grand Total		2,885,618.17	0.00	**2,885,618.17**

CALAVERAS COUNCIL OF GOVERNMENTS AGENDA SUBMITTAL

Presented by: ***Anne Dell'Orto, Administrative Services Officer***	**Board Meeting Date** November 4, 2026	**Agenda Number** **7**
FY 2026/27 Overall Work Program (OWP) Quarterly Report		
Published Notice Required? No **Public Hearing Required?** No		**Estimated Time:** 0-5
Type of Document: Informational **PowerPoint Presentation Included?** No		

Recommendation:
This item is informational, no action is required. The Overall Work Program (OWP) Quarterly Reports are submitted to the Council for review and possible discussion.

Discussion:
The attached 1st Quarter RPA Report has been submitted to Caltrans following the close of the quarter. The report provides expenditures associated with each Work Element per fund, also indicating a percentage of progress made to date for the identified Fiscal Year. The total budgeted amount reflects FY 2026/27 OWP Amendment No. 1 approved by the Council at the September 2, 2026 Regular Meeting. The report and invoice for Rural Planning Assistance (RPA) funds in the amount of $56,871.93 was due to Caltrans by October 30, 2026.

Fiscal Impact:
None.

ATTACHMENT(S):
OWP 1st Quarter report.pdf

FY 2026/27 Overall Work Program 1st Quarter Progress Report Expenditures from July 1, 2026 - September 30, 2026

Calaveras County

Work Element #	Work Element Title	Current Yr. % of Work Completed	Expected Completion Date	Total All Funds Budgeted for Work Element	Year to Date Expenditures of All Funds	RPA Funds thru 1st Quarter	Total Budgeted State RPA	Expended State RPA	Local Match and/or In Kind Service	Grants/ Earmarks & Other	2% RIP (PP&M)	RSTP Funds	LTF Local Funds
26/27-01	Transportation Development Act (TDA) Admin	32%	Jun-27	$ 476,444	$ 151,645.02	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 476,444
26/27-02	Triennial Performance Audit	0%	Jun-27	$ 50,029	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 50,029
26/27-03	Regional Planning and Coordination	11%	Jun-27	$ 241,849	$ 27,491.50	$ 25,715.50	$ 191,115	$ -	$ -	$ -	$ -	$ 15,734	$ 35,000
26/27-04	Overall Work Program - Development	27%	Jun-27	$ 65,714	$ 17,446.45	$ 17,446.45	$ 65,714	$ -	$ -	$ -	$ -	$ -	$ -
26/27-05	Planning, Programming and Monitoring	4%	Jun-27	$ 107,263	$ 4,692.98	$ 4,692.98	$ 53,898	$ -	$ -	$ -	$ 53,365	$ -	$ -
26/27-06	Project Delivery and Support	37%	Jun-27	$ 47,686	$ 17,535.20	$ -	$ -	$ -	$ -	$ -	$ -	$ 47,686	$ -
26/27-07	Grant Development	25%	Jun-27	$ 98,122	$ 24,902.67	$ -	$ -	$ -	$ -	$ -	$ -	$ 57,954	$ 40,168
26/27-10	Calaveras Transit Management and Operations	27%	Jun-26	$ 61,431	$ 16,499.62	$ -	$ -	$ -	$ -	$ 61,431	$ -	$ -	$ -
26/27-11	Transit Planning	12%	Jun-27	$ 56,094	$ 6,962.08	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 56,094
26/27-14	Regional GHG Reduction Plan - Phase II	0%	Jun-27	$ 17,850	$ -	$ -	$ 17,850	$ -	$ -	$ -	$ -	$ -	$ -
26/27-15	Safe Streets and Roads for All Grant	66%	Jun-27	$ 62,757	$ 41,359.13	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 62,757
26/27-17	Travel Demand Model Update	18%	Jun-27	$ 169,005	$ 31,173.84	$ 9,017.00	$ 37,511	$ -	$ -	$ 128,051	$ -	$ -	$ 3,443
				$ 1,454,244	$ 339,708.49	$ 56,871.93	$ 366,088.00	$ -	$ -	$189,482.00	$53,365.00	$121,374.00	$723,935.00

Board Member Recruitment

For Calaveras Council of Governments





The Calaveras Council of Governments (CCOG) is the Regional Transportation Planning Agency for Calaveras County. The CCOG Board also serves as the Calaveras Transit Agency Board

Currently we have openings on the Council for:
One (1) Citizen Member



Applications Due: November 13th, 2026

Application form and additional information is available on the CCOG website at: www.calacog.org. You may also contact Melissa Raggio, Executive Director, at mraggio@calacog.org for more information.

Calaveras Council of Governments
P.O. Box 280
444 E. Saint Charles St., Suite A
San Andreas, CA 95249
(209) 754-2094
www.calacog.org

We welcome your application!

CALAVERAS COUNCIL OF GOVERNMENTS AGENDA SUBMITTAL

Presented by: ***Melissa Raggio, Executive Director***	**Board Meeting Date** November 4, 2026	**Agenda Number** **12**
Minute Order Approving the Award of a Professional Services Agreement with Mark Thomas & Company, INC. for the State Route (SR) 49 Southern Gateway Improvement Project		
Published Notice Required? No **Public Hearing Required?** No		**Estimated Time:** 0-5
Type of Document: Minute Order **PowerPoint Presentation Included?** No		

Recommendation:
Staff recommends the Council approve a Minute Order to award, and authorize the Executive Director to execute a professional services agreement between the Calaveras Council of Governments and Mark Thomas & Company, Inc. to complete the Project Approval and Environmental Document (PA&ED) and Plans, Specifications and Estimates (PS&E) phase for a not-to-exceed amount of $1,400,288.

Background:
In October 2017, the Calaveras Council of Governments (CCOG) completed the San Andreas SR 49 Commercial Gateway and Corridor Study to identify potential improvements to the SR 49 corridor and gateway area. In 2020, the County of Calaveras completed a Project Study Report (PSR) for the SR 49 Gateway Corridor area to further advance project development. In November 2025, the County of Calaveras authorized CCOG to serve as the lead agency for the Project Approval and Environmental Document (PA&ED) and Plans, Specifications, and Estimates (PS&E) phases of the SR 49 Southern Gateway Improvement Project. In December 2025, CCOG approved programming totaling $1,439,000 in the Calaveras Regional Transportation Improvement Program (RTIP) using the region's State Transportation Improvement Program (STIP) apportionment. The California Transportation Commission (CTC) subsequently approved the programming in March 2026.

Discussion:
A Request for Proposals (RFP) was released on June 2, 2026 to solicit consultant services to complete the PA&ED and PS&E phase of the project. Mark Thomas was the only proposal received. Staff is recommending the Council authorize the Executive Director to execute a Professional Services Agreement with Mark Thomas (attached).

If a contract is approved, the consultant team will begin work this month. The project is anticpated to take approximately 18-20 months and is scheduled for completion by June 30, 2028. The Agreement is included as Attachment A.

Fiscal Impact:
The contract is for a not to exceed amount of $1,400,288. The contract will be funded with approved State Transportation Improvement Program (STIP) funding.

ATTACHMENT(S):
CCOG M.O. Services Agreement SR49.pdf
CCOG SR49 Gateway Improvements Project Contract.pdf

CALAVERAS COUNTY
STATE OF CALIFORNIA

MINUTE ORDER
November 4, 2026

A Motion was made to authorize the Executive Director to award and execute a Professional Services Agreement with Mark Thomas & Company, INC. for the State Route (SR) 49 Southern Gateway Improvement Project.

RESULT:
MOVER:
SECONDER:
AYES:

ATTEST

Anne Dell'Orto, Clerk to the Council
Calaveras Council of Governments

Tim Muetterties, Chair
Calaveras Council of Governments

AGREEMENT FOR PROFESSIONAL SERVICES

CCOG AND MARK THOMAS & COMPANY, INC. FOR CALAVERAS COUNCIL OF GOVERNMENTS ENGINEERING, DESIGN, ENVIRONMENTAL CLEARANCE, AND RELATED PROFESSIONAL SERVICES

CALAVERAS COUNTY, CALIFORNIA

THIS AGREEMENT, made and entered into effective November 4, 2026 by and between CALAVERAS COUNCIL OF GOVERNMENTS, a California joint powers agency, hereinafter referred to as the CCOG, and Mark Thomas & Company, INC., hereinafter referred to as the CONTRACTOR.

I. WORK TO BE DONE:

This project is to provide engineering, design, environmental clearance, and related professional services for the State Route (SR) 49 Gateway Improvements Project. The general work to be performed under this Agreement is described in the Scope of Work, Attachment "A", appended hereto and incorporated herein by this reference. The detailed tasks and work items will be set forth in Task Orders that will be approved by the parties from time to time. Task Orders must be approved in writing by the Executive Director of the CCOG and an authorized representative of Consultant. Each Task Order shall include the specific tasks to be performed, work products, milestones and a schedule of completion for the project. All such work shall be in strict accordance with applicable local, State, and Federal laws, regulations, and guidelines.

II. TIME OF PERFORMANCE:

The CONTRACTOR shall commence work immediately and shall complete the performance of its obligations under the Scope of Work (Attachment "A") within the time allowed, unless an extension of time is granted in writing by the CCOG. The CONTRACTOR shall complete work as expeditiously as is consistent with generally accepted standards of professional skill and care and the orderly progress of work. All work shall be completed and documents, plans and other deliverables provided to CCOG no later than June 30, 2028.

III. PAYMENT FOR SERVICES:

A. For the services described herein, the CONTRACTOR shall be compensated on a time and reimbursable expense basis at the rates set forth in the Fee Schedule included in Attachment "B" of this Agreement. Each Task Order will identify a not-to-exceed amount; said amount shall be in compensation for all of CONTRACTOR'S expenses incurred in the performance of work under each Task Order, including all costs of labor, travel, and per diem. In no event shall CCOG be liable for any payments or costs for work in excess of the amount specified in a particular Task Order, less any retention for administrative costs. In no instance shall CCOG be liable for any unauthorized or ineligible costs. In the event any costs or payments are determined to be unauthorized or ineligible, CONTRACTOR shall immediately reimbursement CCOG such amounts.

B. Invoices shall be submitted by the CONTRACTOR at monthly intervals, or as progress or deliverables are completed, and payment to the CONTRACTOR shall be made within thirty (30) days after the CCOG receives and approves said invoices. The CONTRACTOR, shall maintain accounting records and any other evidences pertaining to the work performed and costs incurred on the project and shall make the records available to the CCOG, or their duly authorized representatives during the AGREEMENT period and for a period of four (4) years from the date of final payment. The CONTRACTOR will maintain all communication records with claimants and submit as evidence to the CCOG upon invoice of additional estimated fees due to inadequate claimant response times and/or efficiency.

IV. COVENANT AGAINST CONTINGENT FEES:

The consultant warrants that s/he 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 s/he 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 MPO/RTPA 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.

V. STANDARD OF CARE; LICENSES:

All work, documents, and products shall be in conformity with applicable State and Federal regulations and shall be consistent with the standard of quality ordinarily to be expected of competent professionals in CONTRACTOR'S field of expertise. CONTRACTOR represents and maintains that it is skilled in the professional calling necessary to perform the Services. CONTRACTOR represents that all employees and subcontractors shall have sufficient skill and experience to perform the Services assigned to them. Finally, CONTRACTOR represents that it, its employees and subcontractors have all licenses, permits, qualifications and approvals of whatever nature that are legally required to perform the services and that such licenses and approvals shall be maintained throughout the term of this Agreement.

VI. ENTIRE AGREEMENT; CHANGES IN SERVICES:

This Agreement contains the entire Agreement of the parties with respect to the subject matter hereof, and supersedes all prior negotiations, understandings or agreements. No substantial change in the character or extent of the services to be performed by the CONTRACTOR shall be made except by an amendment to this Agreement, in writing and in advance of changes in services, between the CCOG and the CONTRACTOR. Said written amendment to the Agreement shall set forth the proposed changes of services, adjustment of time, and adjustment of the cost to be paid by the CCOG to the CONTRACTOR, if any.

VII. TERMINATION OR ABANDONMENT:

A. The CCOG reserves the right, by giving advance written notice to the CONTRACTOR, to terminate this AGREEMENT or to suspend or abandon all or a portion of the project and all work connected therewith.

B. If all or a portion of the work covered by this AGREEMENT is suspended or abandoned by the CCOG, the CCOG shall pay the CONTRACTOR only for services rendered or expenses incurred under this AGREEMENT through the date of termination, suspension or abandonment. The payment shall be based insofar as possible on the amounts established in this AGREEMENT, or, where the AGREEMENT cannot be applied, the payment shall be based upon a reasonable estimate as mutually agreed of the percentage or portion of work actually completed.

VIII. PROJECT MANAGERS; NOTICES:

CCOG's Project Manager for this Agreement is the Executive Director of the CCOG or her designee, unless CCOG otherwise informs CONTRACTOR. CONTRACTOR'S Project Manager for this Agreement is Matt Magaw. No substitution or change of CONTRACTOR'S Project Manager is permitted without the prior written approval of CCOG.

Any and all notices or other communications required or permitted by this AGREEMENT or by law to be served on or given to either party hereto, by the other party hereto shall be in writing and shall be deemed duly served and given when personally delivered to the party to whom it is directed, or in lieu of such personal service, when deposited in the United States mail, first-class postage prepaid addressed to:

Melissa Raggio, Executive Director Calaveras Council of Governments P.O. Box 280 444 E. Saint Charles Street, Suite A San Andreas, CA 95249	Matt Magaw, PE Mark Thomas & Company Inc. 701 University Avenue, Suite 200 Sacramento, CA 95825
Phone: (209) 754-2094 Fax: (209) 754-2096	Phone: 916-381-9100 Fax:

IX. INDEPENDENT CONTRACTOR:

The CONTRACTOR, and the agents and employees of the CONTRACTOR, in the performance of this Agreement, shall act as and be independent contractors as to CCOG. Except as specified in Attachment "A" (Scope of Work) or otherwise expressly delegated by the Chair of CCOG, CONTRACTOR, its officers, employees, agents, and subcontractors, if any, shall have no power to bind or commit CCOG to any decision or course of action, and shall not represent to any person or business that they have such power. CONTRACTOR has and shall retain the right to exercise full control of the supervision of the services and work and over the employment, direction, compensation and discharge of all persons assisting CONTRACTOR in the performance of services under this Agreement. CONTRACTOR shall be solely responsible for all matters relating to the payment of its employees, including but not limited to compliance with social security and income tax withholding, workers' compensation insurance and all regulations governing such matters.

X. INDEMNITY AND INSURANCE:

With all matters as they relate to Design Professional Services, as defined by California Civil Code 2782.8, the CONTRACTOR agrees to, indemnify, and hold harmless the CCOG, its directors, officers, employees, and representatives, from and against, actions, costs, damages, liabilities, or losses (collectively "Losses") to the extent arising from, or in connection with, the performance by the CONTRACTOR or its agents, officers, employees, representatives, or contractors, under this Agreement, insofar as such Losses result from or are in any manner connected with the CONTRACTOR'S negligent, reckless, or willful act or omission. CONTRACTOR shall pay all costs that may be incurred by CCOG in enforcing this indemnity, including the reimbursement of reasonable attorney's fees not to exceed the Consultants final determined percentage of liability based upon the comparative fault of Consultant. CONTRACTOR'S obligation to indemnify shall not be restricted to insurance proceeds, if any, received by CCOG or its directors, officers, agents, employees, and representatives. The provisions of this Section X shall survive the expiration, termination, or assignment of this Agreement

The CONTRACTOR, at his/her/its own cost and expense, shall procure and maintain during the performance of this AGREEMENT, a policy of commercial liability insurance, in a form at least as broad as Insurance Services Office (ISO) Commercial General Liability Occurrence Form #CG 0001, issued by an admitted insurance company acceptable to CCOG, and naming the CCOG, its Directors, Officers, Agents, Employees, and Representatives as additional insureds in amounts not less than:

1. $1,000,000 per occurrence for bodily injury, personal injury, and property damage.

2. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this Agreement or the general aggregate limit shall be at least $2,000,000.

The above referenced policy of commercial liability insurance shall contain a provision that the insurance provided by the policy shall be primary as to any other insurance available to the additional insured and a provision requiring that written notice be given CCOG at least thirty (30) days prior to cancellation or reduction of coverage. Should any such notice be given before completion of the work hereunder, or should any such policy be cancelled before completion of said work, CCOG may renew said policy or procure a new policy conforming herewith and deduct the cost thereof from any amounts of

money due CONTRACTOR.

The CONTRACTOR, at his/her/its own cost and expense, shall procure and maintain during the performance of this AGREEMENT a policy of automobile liability insurance, in a form at least as broad as ISO Commercial Automobile Liability Form #CA 0001, Code 1 (any auto), issued by an insurance company acceptable to CCOG in the minimum amount of $1,000,000 bodily injury/property damage per accident.

The CONTRACTOR, at his/her/its own cost and expense, shall procure and maintain during his performance of this AGREEMENT a policy of Worker's Compensation, including $1,000,000 of employer's liability insurance, issued by an insurance company acceptable to CCOG for the protection of CONTRACTOR'S employees, including executive, managerial, and supervisorial employees, engaged in any work required by this AGREEMENT.

The CONTRACTOR, at his/her/its own cost and expense, shall procure and maintain during the performance of this AGREEMENT a policy of professional liability insurance, issued by an insurance company acceptable to CCOG in the minimum amount of $1,000,000 per claim.

Before the CONTRACTOR shall commence work under this AGREEMENT and before any subcontractor shall commence work under any subcontract executed pursuant to this AGREEMENT, CONTRACTOR shall deposit an original Certificate of Insurance, on a standard ACCORD form, evidencing each policy of insurance required by this AGREEMENT with CCOG and also containing the following:

1. Thirty (30) days prior written notice to CCOG of the cancellation, non-renewal, or reduction in coverage of any policy listed on the Certificate of Insurance; and

2. The following statement with respect to the Commercial General Liability policy: "CCOG and its directors, officers, employees, agents, and representatives, are made additional insureds, but only insofar as performance under this Agreement is concerned.

XI. GENERAL COMPLIANCE WITH LAWS:

The CONTRACTOR shall be required to comply with all Federal, State and local laws and ordinances applicable to the performance of the work covered by this AGREEMENT.

XII. SUBLETTING AND PERSONNEL ASSIGNMENTS:

The CONTRACTOR acknowledges and agrees that the subletting or transfer of any portion of the services covered by this AGREEMENT, except as otherwise provided herein, shall be prohibited.

XIII. NONDISCRIMINATION

During the performance of the work covered by this AGREEMENT, the CONTRACTOR shall comply with applicable provisions of the Civil Rights Act of 1964.

The prospective contractor's signature affixed hereon and dated shall constitute a certification, under the penalty of perjury under the laws of the State of California, that the bidder/proposer has, unless exempted, complied with the nondiscrimination program requirements of Government Code Section 12990(a-f) and Title 2, California Code of Regulations, Section 8113.

XIV. GOVERNMENT CODE SECTION 7550:

The CONTRACTOR acknowledges his/her/its obligation with respect to the required notice under Government Code Section 7550 on any documents or written reports prepared.

XV. SUCCESSORS AND ASSIGNS:

This AGREEMENT shall be binding upon the heirs, successors, executors, administrators and assigns of the respective parties hereto.

XVI. SEVERABILITY:

If any term or provision of this Agreement or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this Agreement, or the application of such term or provision to persons or circumstances other than those to which it is invalid or unenforceable, shall not be affected thereby, and each term and provision of this Agreement shall be valid and shall be enforced to the fullest extent permitted by law, unless the exclusion of such term or provision, or the application of such term or provision, would result in such a material change so as to cause completion of the obligations contemplated herein to be unreasonable.

XVII. HEADINGS:

The headings of the various sections of this Agreement are intended solely for convenience of reference and are not intended to explain, modify, or place any interpretation upon any of the provisions of this Agreement.

XVIII. AUTHORITY:

Each person signing this Agreement on behalf of a party hereby certifies, represents, and warrants that he or she has the authority to bind that party to the terms and conditions of this Agreement.

XIX. COUNTERPARTS:

This Agreement may be executed in multiple counterparts, each of which shall constitute an original, and all of which taken together shall constitute one and the same instrument.

XX. GOVERNING LAW; FORUM:

This Agreement shall be administered and interpreted under California law as if written by both parties. Any litigation arising from this Agreement shall be brought in the Superior Court of Calaveras County.

XXI. WAIVER:

No waiver of any breach of this Agreement shall be held to be a waiver of any prior or subsequent breach. The failure of CCOG to enforce at any time the provisions of this Agreement or to require at any time performance by the CONTRACTOR of these provisions, shall in no way be construed to be a waiver of such provisions nor to affect the validity of this Agreement or the right of CCOG to enforce these provisions.

XXII. ATTORNEYS' FEES AND COSTS:

If either party commences any legal action against the other party arising out of this Agreement or the performance thereof, each party shall bear its own attorney' fees, costs, and expenses, regardless of which party is determined to be the prevailing party.

XXIII. GENERAL TERMS AND CONDITIONS:

CONTRACTOR agrees to comply with the General Terms and Conditions attached hereto as Attachment "C" and incorporated herein by this reference.

IN WITNESS WHEREOF, the parties hereto have hereunto executed this AGREEMENT the day and year first above written.

CALAVERAS COUNCIL OF GOVERNMENTS ("CCOG")	Mark Thomas & Company Inc. **("Contractor")**
By_____	By _____
Melissa Raggio Executive Director	Matt Magaw Project Manager

ATTEST:

_____
Anne Dell'Orto
Clerk to the Calaveras Council of Governments
County of Calaveras, State of California

Attachment "A"

SCOPE OF WORK

DETAILED WORK PLAN

SCOPE OF SERVICES

The scope of services includes the preliminary and final design services, and environmental documentation necessary to develop complete PS&E for construction SR 49 Gateway Improvements Project. The proposed improvements include a single lane roundabout at SR 49 and Airport Road, provide STAA standards, sidewalk gap closures, ADA compliant curb ramps, designated Class II bicycle facilities, on-street parking, and mid-block pedestrian crossings (e.g. Toyanza Street) with RRFBs.

TASK 1 PROJECT MANAGEMENT

1.1 Project Management and Administration

Mark Thomas will supervise, coordinate and monitor environmental and design for conformance with CCOG and Caltrans standards and policies, prepare and provide regular updates of the project schedule, and maintain project files. Mark Thomas will manage the consultant team and prepare and submit monthly progress reports and invoices in accordance with CCOG requirements.

It is assumed that project management for the PS&E phase will occur over 24 months from NTP through to the RTL milestone.

1.2 Meetings and Coordination

This task will include ongoing general project coordination with subconsultants and internal staff. This task will include preparing memos, letters, e-mail, and phone calls necessary to manage the project. It is assumed there will be:

- Up to 24 PDT meetings held in a virtual format
- Up to 12 focused meetings held in a virtual format
- Up to six meetings held with CCOG in person

1.3 Quality Assurance / Quality Control (QA/QC)

Mark Thomas will use our QA/QC manual as a guide to check deliverables prior to submission to the CCOG and Caltrans. The project manager, will be responsible for internal and external quality control measures (i.e. verifying sound design practices internally, and verifying that the subconsultants are using most recent information).

TASK 1 DELIVERABLES

- Meeting agendas and minutes (PDF)
- CPM Schedule (PDF)
- Monthly invoice packages (PDF)

TASK 2 BASE MAPPING AND RIGHT OF WAY

2.1 Aerial Mapping (Caltrans ABC)

Mark Thomas will submit A, B, and C photogrammetry materials for Caltrans review and approval, including a geometric control plan and flight/camera calibration information from subconsultant Aerotech Mapping. Mark Thomas will set up eight durable flight control points outside the traveled way of SR 49. Project control will be based horizontally on CCS83, Zone 3, Epoch 2017.50, and vertically on NAVD88.

Project control for this task will be included in the Caltrans B submittal for the Aerotriangulation Adjustment Report and ground point file. Horizontal values will be collected by GPS, and elevations will be determined by a closed level loop. Mark Thomas will coordinate with Aerotech Mapping to complete aerial mapping from Mountain Ranch Road and southerly along SR 49 for approximately 0.5 miles, adhering to Caltrans ABC Photogrammetric Mapping standards, subject to Caltrans review and approval.

2.2 Supplemental Topographic Survey

Mark Thomas will supplement the previously completed aerial mapping with data collection at key tie in points for design. The supplemental data collection will be limited to within the right of way and will be based on previously set aerial control approved by Caltrans. Mark Thomas has allocated two days of field surveys to collect this data.

2.3 Boundary Resolution

Mark Thomas will conduct record research at Calaveras County to obtain record maps to identify monuments and roadway widths and dimensions to retrace the existing right of way along SR 49. Mark Thomas will also obtain up to four preliminary title reports for the following parcels that have been identified for right of way acquisition:

- APN 044-006-031 (CALAVERAS COUNTY WATER DISTRICT)
- APN 044-006-032 & 044-001-074 (CIRO L TOMA)
- APN 044-006-026 (GOLD HUNTER PROPERTIES LLC)
- APN 044-006-028 (BRUCE PROPERTIES 833 HWY 49 LLC)

Mark Thomas will review the preliminary title reports and all easements discovered will be plotted. Field crews will locate monuments of record per Caltrans standards and other physical evidence required to complete Boundary Surveys.

2.4 Plat and Legal Description and Caltrans Appraisal Maps

Mark Thomas will prepare up to four legal descriptions accompanied (8.5 inch x 11 inch) plats for acquisition and temporary construction easements. These will undergo one review by CCOG for technical accuracy before being signed and wet-stamped by a Mark Thomas licensed land surveyor.

2.5 Monument Preservation

Mark Thomas will perform record research to locate control maps, right of way maps, records of survey, corner records, and other maps of record necessary to determine existing monumentation location within the project areas. Found monuments will be located using a Total Station or GPS and included in the base map. Before construction begins, Mark Thomas will set reference points and file corner records with Calaveras County for up to eight (8) monuments that may be disturbed or destroyed during construction.

2.6 Right of Way Appraisals and Acquisitions

Monument will prepare the appraisals and acquisitions for the right of way needed for the project. All services will be performed in accordance with all applicable statutory and regulatory requirements, including: the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (49 CFR Part 24), as amended; the Caltrans Right of way Manual; the Real Property Acquisition Guidelines (Title 25, California Code of Regulations); and the CCOG own policies and procedures

2.6.1 Appraisals

All appraisals and appraisal reviews used for the acquisition of real property will be prepared in accordance with 49 CFR Part 24 and the Uniform Standards of Professional Appraisal Practice (USPAP). A single self-contained appraisal report will be prepared for each property acquisition that will contain relevant project-related data, subject property information, market comparables, and an analysis of the appraiser's value conclusions.

During the appraisal process, Monument will be responsible for the following tasks:

- Prepare appraisal scope, fee, and schedule for each property
- Prepare and deliver appraisal notices to property owners
- Conduct field reviews of property with appraiser
- Make weekly contact with appraisers to update progress
- Review appraisal reports for quality and accuracy

Appraisals will be prepared in accordance with USPAP requirements, and will contain the following:

- Adequate description of the physical characteristics of the property being appraised (and, in the case of a partial acquisition, an adequate description of the remainder)
- Any identified personal property
- Statement of any known or observed encumbrances and the location, zoning, present use, and year sales history of the property
- An analysis of the property's highest and best use
- All relevant approaches to value consistent with established federal appraisal practices. If more than one approach is used, there will be an analysis and reconciliation of the approaches to support the appraiser's opinion of value
- A listing and analysis of comparable sales, including a description of all relevant physical, legal, and economic factors such as parties to the transaction, source, and method of financing, and verification by a party involved in the transaction
- A statement of the value of the real property interest to be acquired and, for a partial acquisition, a statement of value of the damages and benefits, if any, to the remaining real property where appropriate
- The effective date of valuation and date of appraisal report, with signed certification of the appraiser

2.6.2 Appraisal Review

Review appraisals will be provided for each appraisal, in accordance with State and Federal law and CCOG policy as required. The review appraiser will, as appropriate:

- Identify the intended users and use of the review, and the purpose of the assignment
- Identify the following for each appraisal under review:
  - Appraiser and firm who completed the assignment
  - Subject property
  - Effective date of the appraisal and opinion of value
  - Property and ownership interest appraised
- Identify the scope of work to be performed
- Develop an opinion as to the completeness of the material under review, given the scope of work applicable in the assignment
- Develop an opinion as to the apparent adequacy and relevance of the data and the propriety of any adjustments to the data, given the scope of work applicable in the assignment
- Develop an opinion as to the appropriateness of the appraisal methods and techniques used, given the scope of work applicable in the assignment, and develop the reasons for any disagreement
- Develop an opinion as to whether the analyses, opinions, and conclusions are appropriate and reasonable, given the scope of work applicable in the assignment, and develop the reasons for any disagreement
- Review appraisals will be forwarded to CCOG for establishment of just compensation prior to the preparation of offers to acquire the proposed land rights for the project

2.6.3 Acquisition and Negotiation

Based on our understanding of the project and information provided by CCOG, Monument assumes that the Project will require the acquisition of property rights from up to 4 owners. Monument will provide all services required for CCOG to purchase the right of way required to construct the Project. All tasks will be performed in accordance with applicable Federal, State and local regulations, and CCOG internal policies and procedures. Specifically, Monument will:

- Coordinate and manage the acquisition process with CCOG, legal counsel, design team, property owners, and tenants along with the title company, appraisers, and other consultants to insure effective cross-discipline communications
- Review right of way plans, appraisal reports, title reports, appraisal maps and legal descriptions and all other pertinent documents
- Prepare acquisition offer packages consisting of CCOG written purchase offer, appraisal summary statement, acquisition brochure, acquisition agreement, conveying instruments (Grant Deed, Permanent and/or Temporary Easements, etc.), Certificate of Acceptance, recommendation of Just Compensation, plat maps and legal descriptions, and Title VI Information
- Monument's acquisition agent will attempt to meet personally with each property owner to present the offer and discuss the acquisition process
- Negotiate in good faith with each property owner or their agent or representative and address any questions or concerns that may arise during the acquisition process
- Establish and maintain an acquisition file for each property owner and maintain a file checklist pursuant to CCOG specifications
- Promptly transmit executed documents to CCOG for acceptance and processing
- If necessary, prepare and submit a Letter of Recommendation for any proposed administrative settlements, which will include a chronology of the negotiation efforts, and provide supporting documentation and an explanation of the rationale behind the recommendation
- Escrow Coordination – Serving as liaison between CCOG and the title company, we will facilitate the opening of escrows, assist the escrow company in obtaining any necessary additional documentation, supervise and review the closing of escrows, and review closing statements for completeness and accuracy
- Our primary goal will be to reach an agreement with each property owner, and we will work with CCOG to develop solutions to achieve this goal. Should negotiations reach an impasse, we will provide a written recommendation condemnation action, including all required justification and supporting documentation
- Provide bilingual acquisition agents, if necessary.
- Upon project completion, completed acquisition files will be provided electronically for each impacted owner

2.7 Right of Way Certification Support

Monument will assist CCOG with the preparation and submission of all required Caltrans Right of way Certification forms and supporting documents. Monument will coordinate with Caltrans staff to address any questions or concerns and will assist CCOG to verify the ultimate acceptance and approval of the Certification.

Specifically, Monument will:

- Draft, review and revise right of way certification forms
- Compile and submit all supporting property acquisition, relocation, and other applicable documents
- If necessary, coordinate with relevant parties to compile and submit utility coordination back-up documents
- Coordinate with Caltrans staff to facilitate timely review and approval of certification
- Coordinate and attend up to three meetings with Caltrans staff to review and discuss certification forms and/or supporting documentation
- Hold up to three meetings with the project team to monitor certification progress and schedule

TASK 2 DELIVERABLES

- Up to four preliminary title reports
- Up to four legal descriptions and plats
- Up to four appraisal reports
- Up to four appraisal reviews
- Up to four executed Agreements and Deeds/ Easements
- Approved and accepted Caltrans Exhibit 13-B (right of way certification) or equivalent required Caltrans forms

TASK 3 PRELIMINARY ENGINEERING AND TECHNICAL REPORTS

3.1 Background Research

Mark Thomas will assemble all available data from the CCOG, and Caltrans including as-built plans of roadways and site development, parcel maps, records of survey, Caltrans right of way mapping, etc. Mark Thomas will request electronic files of information where available. Utility mapping and facility collection will be done as part of Utility Coordination Task.

Mark Thomas will obtain encroachment permits from Caltrans for field work that includes survey, technical studies, and utility potholes. It is assumed that no fee encroachment permits will be issued.

3.2 Drainage Report

Mark Thomas will develop a Drainage Report using the Rational Method to analyze the existing drainage facilities and drainage patterns in the area and to determine the proposed facilities needed to effectively manage roadway runoff and accommodate the proposed improvements. The existing storm drainage system will be mapped from topographic surveys and as-built information provided by the CCOG and Caltrans. Proposed drainage shed areas will be developed from topography, field reviews, and the proposed roadway improvements in the project area. It is assumed that the drainage will follow existing drainage patterns and that overland flows will not need to be considered for roadway drainage.

3.3 Stormwater Data Report

Mark Thomas will develop the PS&E-Level Storm Water Data Report summarizing the project impacts to water quality and recommended BMPs. The Stormwater Data Report will be prepared in Caltrans format following Caltrans standards. This assumes that a water quality assessment report or a Location Hydraulic Study (LHS) will not be needed for the Stormwater Data report.

3.4 DEER

Mark Thomas will prepare a DEER and attachments to submit to Caltrans for project design approval. The DEER checklist as part of the Caltrans Project Development Procedure Manual (PDPM) will be utilized to determine if a DEER can be used in lieu of a Supplemental Project Report. If a DEER does not meet the required criteria, Mark Thomas will proactively coordinate with Caltrans and CCOG to identify the appropriate approval pathway and develop a clear strategy to address requirements while maintaining project schedule and compliance. This scope assumes the DEER will include the following sections:

- **Project Description –** Will be based on the project description for the environmental documents
- **Background –** Describe the project history and existing facility
- **Purpose and Need –** Describe how the project will address deficiencies and provide solution
- **Right of Way Impacts –** Right of way acquisitions and Temporary Construction Easements (TCEs) are not anticipated with the project. Any anticipated utility conflicts and relocations will be identified
- **Traffic –** The Traffic will be prepared by Fehr and Peers under a separate task and will be included in the DEER

» Attachments:
  - Location and Vicinity Map
  - Project Plans (Draft plans if used for project approval)
  - Cost Estimate
  - Geotechnical Report
  - Traffic Management Plan (prepared by Caltrans)
  - Storm Water Data Report
  - Environmental Document

3.5 Geotechnical Materials Report

3.5.1 Field Preparation and Permits

» Coordinate with the design team for rights-of-entry and discuss the project design needs, goals, and schedule
» Review available geotechnical and geologic reports and information
» Visit the site to mark our exploration locations for USA North 811
» Obtain a Caltrans encroachment permit

3.5.2 Field Investigation

Dynamic Cone Penetrometer (DCP) and Hand Augers

Crawford will complete three to four DCP tests to a maximum depth of 10 feet below ground surface (or shallower where refusal is encountered). The DCP tests will be supplemented by hand augers to a depth of 5 ft below ground surface. The DCP tests will be located around the perimeter of the proposed roundabout.

Native sampling may fluctuate depending on soil conditions encountered at the time of work. Not all material may be suitable for testing (such as hard pan or backfill material). Crawford will provide appropriate testing for design purposes based on what it is encountered in the field.

Borings will be backfilled with sand to the surface. We will work with the County encroachment permit department on the traffic control requirements; however, we expect traffic control to consist of shoulder closures without flaggers.

3.5.3 Laboratory Testing

Crawford will perform the following laboratory tests on representative samples obtained from the fieldwork:

» Atterberg limits
» Sieve analysis
» R-value

3.5.4 Engineering Analysis and Materials Report

Crawford will prepare a report containing:

» Project and site description
» Scope of work
» Project location
» Proposed design life for pavement
» Results of our DCP's and hand augers
» Subgrade soil conditions
» Laboratory test results
» Discussion and conclusions
» Geotechnical recommendations for flatwork and grading including subgrade preparation, import fill, compaction, and construction considerations
» New pavement section recommendations and evaluation for traditional AB and HMA and full depth HMA based on the traffic index provided by the Design Team
» Special material requirements and justification
» Vicinity map, exploration map, site plan, dig out map(s) and DCP logs

The Draft Materials Report will be submitted to the Caltrans District Materials Engineer for review and comment. Crawford will address one consolidated set of review comments and submit the Final Materials Report for Caltrans acceptance.

3.6 Traffic Analysis

Fehr & Peers will collect turn movement counts during three-hour weekday AM and PM peak periods, over two days, at the intersection of SR 49/Airport Road. We will prepare Opening Year and Design Year forecasts for the SR 49/Airport Road intersection and evaluate Level of Service for existing conditions as well as the planned roundabout configuration to determine if acceptable conditions would occur under the forecast years.

3.7 Utility Coordination

This task includes preparing Utility "A" Letters to utility owners within the project limits, requesting utility mapping information to support development of the project utility base map. Letters will include a project description, location map, and project limits exhibit. The task also includes utility potholing to verify facilities and identify potential conflicts, with up to 12 potholes assumed throughout the project area. Alternative identification methods will be used when available to improve efficiency.

3.7.1 Utility "A" Letters

This task includes preparing the Utility "A" Letters for utility companies with facilities in the project area, including request for utility mapping, which will be the basis of the project utility mapping. Includes a location map, project description and project limit map.

3.7.2 Utility "B" Letters

This task includes preparing the Utility "B" Letters showing the anticipated utility conflicts. Concurrent with the "B" Letter, the utility company is requested to provide any legal backup (i.e. deeds) for their rights at that location, copies of relocation plans to alleviate the conflicts, and cost estimate of the relocation.

3.7.3 Utility "C" Letters

This task will include building on the coordination performed in Task 4.1 and preparing the required utility documents per Chapter 14 of the LAPM. This generally includes the Report of Investigation, Notice to Owner, and Utility Agreement. The utility portion of the right of way certification form (Exhibit 13-B) will be provided to BRI for completion.

TASK 3 DELIVERABLES

- Drainage Report
- Stormwater Data Report
- Draft and Final Materials Report
- Traffic Analysis Report
- DEER
- Utility "A" Letters
- Utility "B" Letters
- Utility "C" Letters
- Utility Conflict Maps
- Utility Agreements

TASK 4 ENVIRONMENTAL STUDIES AND DOCUMENTATION

To verify compliance with California state environmental requirements, an environmental review under the CEQA will be conducted for the project.

Our environmental team brings deep experience delivering high-quality, legally defensible CEQA documentation for transportation projects throughout California. We are known for producing clear, technically sound analyses while proactively coordinating with agencies to streamline review and avoid delays. Our approach is focused on maintaining compliance, reducing risk, and advancing projects accurately and efficiently through the environmental process.

4.1 Project Description

The Mark Thomas team will prepare the project description and establish baseline conditions for use in the CEQA document. This effort will build upon the previously prepared Initial Study/Mitigated Negative Declaration (IS/MND), leveraging existing analysis, technical data, and narrative to the extent feasible. We will review the prior environmental document for relevancy and consistency with the current project scope, regulatory context, and environmental setting, and will update and refine as needed to reflect current conditions and project understanding. The resulting project description and environmental setting will provide a clear, accurate, and defensible foundation for the environmental analysis while maximizing efficiency by incorporating prior work where applicable.

4.2 Environmental Technical Studies

The technical reports for this project will address how the project is consistent with the previous IS/MND and will compare project impacts to those identified in the approved IS/MND. The Mark Thomas team will coordinate with Caltrans, as appropriate, to confirm the environmental review pathway and the technical studies required to support project approvals, ensuring that the scope and content of technical reports are consistent with agency expectations and regulatory requirements.

Our approach will emphasize efficiency and consistency and will use appropriate methodologies to satisfy all regulatory requirements. This strategy will streamline analysis, reduce redundancy, and verify that all environmental impacts are thoroughly evaluated against the prior environmental document. The technical reports will provide a clear documentation of methods, assumptions, limitations, and findings to support decision-making and regulatory approval. ESA, Fehr & Peer, and Crawford Associates will provide technical analysis to support the CEQA Addendum.

4.2.1 Air Quality

ESA will prepare an Air Quality Assessment Report (AQAR) for the proposed project to support CEQA compliance only. Caltrans District 10 will serve as the CEQA Lead Agency, and the AQAR will be prepared in Caltrans memorandum format. The analysis will review and incorporate relevant information from the previously prepared Corridor Study IS/MND and evaluate whether project-specific air quality impacts were adequately addressed in the prior environmental document. The AQAR will include:

- An overview of applicable air quality regulations and regional air quality conditions, including the federal,

state, and local air quality regulatory framework applicable to the project including federal and state ambient air quality standards for criteria air pollutants, regional attainment status, and ambient air quality monitoring data for the project vicinity.

- Review the air quality analysis presented in the SR 49 Corridor Study IS/MND and supporting technical studies, any adopted mitigation measures related to air quality, and traffic forecasts and project assumptions used in the Corridor Study.
- Summarize relevant findings from the previously approved CEQA document and identify whether the current project scope is within the envelope of impacts previously analyzed. Evaluate whether new information or project modifications warrant additional air quality analysis under CEQA.
- Evaluate potential temporary air quality impacts associated with construction activities, based on a quantification of criteria pollutant emissions using the current version of CalEEMod or other Caltrans-approved methodology, as appropriate and comparison with applicable CEQA significance thresholds.
- Evaluate whether the completed project would result in changes to operational emissions. Based on a review of available traffic forecasts developed for the project and/or Corridor Study, assess whether the project would substantially alter traffic volumes, vehicle speeds, congestion, or vehicle miles traveled. Evaluate operational criteria pollutant emissions qualitatively and quantitatively as necessary to determine whether the project would result in a measurable increase in operational emissions compared to existing or no-build conditions. Because the project does not add travel lanes and primarily consists of safety and active transportation improvements, a qualitative evaluation may be appropriate if supported by traffic data and Caltrans guidance.
- Conduct a qualitative carbon monoxide assessment consistent with current Caltrans guidance. Given the project's scale and the absence of capacity-expanding travel lanes, a qualitative assessment is anticipated.
- Prepare a qualitative discussion of mobile source air toxics (MSAT) for CEQA purposes, including existing MSAT conditions, relationship between traffic volumes and MSAT emissions and expected project influence on MSAT exposure. Due to the scale of the project, a detailed health risk assessment is included in this scope.
- Prepare a CEQA-level greenhouse gas discussion addressing construction-related and operational GHG emissions.
- Discuss consistency with applicable statewide climate goals and Caltrans Climate Action Plan objectives considering project features that encourage active transportation and improve multimodal connectivity.
- Evaluate air quality and GHG impacts in the context of cumulative conditions, including a review of cumulative impact conclusions presented in the Corridor Study IS/MND and a determination of whether project impacts would contribute considerably to any significant cumulative air quality impact.
- If required, identify feasible measures to reduce construction-related air quality impacts, and evaluate significance of impacts with mitigation.

4.2.2 Biological Resources – Natural Environment Study

The project site is at the southern end of the community of San Andreas. While much of the project occurs along an existing roadway, the realignment of Angels Road crosses through undeveloped grassland that may provide habitat for special-status species. Consequently, preparation of a Natural Environment Study (NES) is expected to be the appropriate document to adequately assess potential project effects. ESA will prepare the NES to identify biological resources in the project area and analyze potential project effects. ESA will complete a background review and biological resources reconnaissance survey of the project area to assess and document protected biological resources present or those with potential to occur, evaluate potential impacts on biological resources that may result from project construction, and identify applicable avoidance, minimization or mitigation measures to reduce the project's effects. The NES will be prepared in accordance with the current Caltrans template.

4.2.3 Cultural Resources – Historic Property Survey Report And Archaeological Survey Report

ESA will prepare an Area of Potential Effects (APE) map for Caltrans approval. The APE will include all areas of ground disturbance proposed by the project. The map will be signed by the Caltrans cultural resources staff, the Caltrans engineer, and the CCOG engineer.

ESA will contact the Native American Heritage Commission to request information on known sacred sites in the project vicinity. ESA will provide the results to Caltrans, who will send letters to Native American tribes in compliance with Section 106 of the National Historic Preservation Act.

ESA will conduct a records search at the California Historical Resources Information System's Central California Information Center (CCIC) to identify known locations of archaeological and historic resources. ESA will also conduct a surface survey of the APE. ESA will analyze the potential impacts of the project on archaeological and historic resources and recommend a finding of effect. This scope does not include an Extended Phase I subsurface study to test for the presence of buried archaeological resources; if deemed necessary this task would be scoped separately. This scope also assumes the finding will be No Historic Properties Affected. If historic properties would be adversely affected by the project, additional tasks such as a Memorandum of Agreement or a Historic Properties Treatment Plan would be scoped separately.

ESA will prepare cultural resources documentation in the format required by Caltrans, which would consist of a Historical Property Survey Report (HPSR) and Archaeological Survey Report (ASR). It is assumed that no historic-era structures are in the APE that would need to be recorded and evaluated, and preparation of an Historic Resources Evaluation Report (HRER) would not be required.

4.2.4 CEQA Noise Technical Memo

ESA will prepare a clear and concise technical memorandum that evaluates the project's potential noise and vibration impacts in accordance with Caltrans requirements and Appendix G of the State CEQA Guidelines. The SR 49 Gateway Improvements Segment 5 Project area is bordered by residential and commercial land uses. The development of the project would generate temporary increases in noise during construction; however, the project would be unlikely to change existing traffic noise levels because it would not add capacity to SR 49, construct new through or auxiliary lanes, or change the horizontal or vertical alignment of SR 49. Accordingly, ESA will quantify the project's potential construction noise and vibration levels in accordance with Caltrans' and Calaveras County requirements, including Mitigation Measure 25 from the County's adopted IS/MND for the San Andreas SR 49 Commercial Gateway and Corridor Study. ESA will also qualitatively document the reasons why the project would not result in significant long-term increases in traffic noise levels (e.g., by comparing changes in road infrastructure, traffic volumes, and speeds, etc.).

4.2.5 Aquatic Resources Delineation Report

Aerial photos show evidence of potential wetlands and drainages in and near the project area. ESA will prepare an aquatic resources delineation report to identify and quantify wetlands and waters within the project site consistent with federal and state standards. This task includes the following activities:

- Review relevant background information including current and historic aerial photographs and topographic maps, soils and weather data, and the National Wetlands Inventory Map and National Hydrography Dataset.
- Conduct fieldwork to collect data consistent with the U.S. Army Corps of Engineers (USACE) 2008 "Regional Supplement to the Corps of Engineers Wetland Delineation Manual: Arid West Region" and the 2025 "National Ordinary High Water Mark Field Delineation Manual for Rivers and Streams." Determine features that either have an ordinary high water mark, or meet the 3-parameter test for wetlands, or both. Map feature boundaries with a sub-meter accurate global positioning system.
- Prepare an aquatic resources delineation report in accordance with the USACE Sacramento District's 2025 "Recommended Minimum Standards for Acceptance of Aquatic Resources Delineation Reports (ARDR)." The potential for features to qualify as waters of the U.S. and waters of the state will be evaluated. Both evaluations will follow the most current rules regarding waters of the U.S. and state of the USACE and the Central Valley Regional Water Quality Control Board (RWQCB).

4.2.6 RWQCB waste discharge requirement

Wetlands and waters in the project area are expected to be subject to RWQCB jurisdiction as waters of the state. While a 401 Water Quality Certification is not expected to be required due to expected lack of jurisdictional waters of the U.S., the project must still comply with the Waste Discharge Requirements (WDR) if waters of the state are affected by the project. ESA will prepare a WDR application to assess the effects of the project on RWQCB jurisdictional features and secure regulatory approval. The application package will include: the appropriate application forms, a Supplemental Information document with additional project information, required attachments and supporting maps and/or graphics. It is assumed that the WDR application will require preparation of a Tier 1 alternatives analysis in accordance with the State Wetland Procedures to determine whether the proposed Project is the Least Environmentally Damaging Practicable Alternative (LEDPA). Avoidance and minimization measures utilized in the NES will be incorporated into the WDR application, as applicable. This task assumes that a pre-filing meeting will not be required. Agency submittals are anticipated to occur through online portals or via email.

This scope includes pre- and post-application coordination for the duration of the project, including informal coordination with the USACE to inform the RWQCB staff that the regulatory permit process is not pursuant to the Clean Water Act, as well as email and phone coordination with the RWQCB as they review the WDR application.

4.2.7 Initial Site Assessment

Crawford will prepare an Initial Site Assessment (ISA) to evaluate the project alignment and adjacent properties for evidence of recognized environmental conditions (RECs) and/or potential RECs that may significantly impact the constructability, feasibility, and/or cost of the project. The ISA will be prepared in accordance with the procedures set forth in Caltrans' Standard Environmental Reference, Chapter 10, and ASTM E1527-21. The ISA will include the following elements:

- **Records Review:** Crawford will contract with Environmental Risk Information Service (ERIS) to conduct a computerized search of federal, state, local, and tribal environmental agency database records. These database records will be reviewed for information pertaining to the subject property, and properties within ASTM standard search radii applicable to each database. The databases searched will include, at a minimum, all databases specified in ASTM E1527-21.
- **Physical Setting Review:** The ISA will also include a summary of geologic conditions underlying the subject property and vicinity based on readily available geologic mapping from the US Geological Survey and the California Geological Survey; and a summary of hydrogeologic conditions (including depth to groundwater and regional groundwater flow, if readily available) based on information from websites maintained by the State of California.
- **Historical Land Use Review:** ERIS will provide historical aerial photographs, historical USGS topographic maps, CCOG directories, and Sanborn fire insurance maps (where available) for the subject property and vicinity. Crawford will review these data to develop a history of general property uses for the project alignment and surrounding parcels back to the alignment's first development, or 1940, whichever is earlier.
- **Site Reconnaissance and Sample Collection:** Crawford will perform a driving and walking reconnaissance of the subject parcel and vicinity to observe current conditions. Conditions on adjacent parcels will be observed from the public right of way. The reconnaissance will include observations of geologic, hydrogeologic, and topographic conditions; uses and storage of hazardous materials and wastes within and adjacent to the project alignment; and general conditions with regard to the presence of underground and above ground storage tanks, drums, wells, electrical equipment, stockpiled soil, vegetation, odors, and sewage/waste disposal, as appropriate. Crawford will also collect soil samples to screen for aerially deposited lead in soil along the shoulders of the project corridors. Samples of native soil will be collected immediately adjacent to ADA ramps scheduled for replacement, or from existing sidewalk gaps. Crawford will mark sample locations for USA/811 clearance during the ISA site reconnaissance. A Crawford sampling technician will return to the site to collect soil samples from up to two locations along each of the streets (total of 8 locations). Street. Soil samples will be collected at depths of 0 inch-6 inch, 12 inch-18 inch, and 24inch-30 inch below ground surface (total of 24 soil samples). Samples will be collected with a hand auger. All samples will be analyzed for total lead by EPA Method 6010, and six samples (two from each street) will be analyzed for pH by EPA Method 9045. Samples with total lead concentrations that exceed 50 milligrams/kilogram will be further analyzed for soluble lead using the WET and TCLP methods. For budgeting purposes, we assume that eight soil samples will require additional analysis for soluble lead. Analytical results will be included in the ISA Report.
- **Interviews:** Where warranted by observations and data, Crawford will make reasonable attempts to interview current and past property owners, tenants, and key site mangers where names and contact information is provided. Crawford many also contact City of Stockton or San Joaquin County Environmental Health Department personnel to inquire about department knowledge pertaining to the project alignment or properties in the project vicinity, as warranted by the findings and reconnaissance.
- **Report of Findings:** A report documenting our assessment will be prepared for the project. The report will include, but not necessarily be limited to, the following:
  - Description of the subject property and vicinity
  - Summary of the physical setting, local geologic conditions, and hydrogeologic conditions
  - Summary of the historical record review and historical site usage
  - Findings from the records review
  - Site reconnaissance observations
  - Interview results
  - Photographs of significant items of environmental concern observed during the site reconnaissance (if any)

- Findings, Opinions, and Conclusions on potential impacts: including a summary of RECs, and a discussion of significant data gaps and data failures
- Recommendations: As warranted by the findings for additional investigation and/or sampling for potentially hazardous materials

4.2.8 CEQA Transportation Assessment

Fehr & Peers will prepare a CEQA transportation assessment for the Segment 5 improvements that include vehicle miles traveled (VMT) screening as well as an assessment of potential project impacts to the existing or planned transit, bicycle, and pedestrian systems. We will assess whether the projects in Segment 5 would substantially increase hazards due to a geometric design feature or result in inadequate emergency access. We will prepare a draft and final memorandum for use in the CEQA assessment.

4.3 CEQA Addendum

The San Andres SR 49 Commercial Gateway and Corridor Study IS/MND was completed in DATE and is a program-level analysis. Based on preliminary analysis, including the prior IS/MND, the project would not trigger the conditions under CEQA Guidelines Section 15162 for preparation of a Subsequent IS/MND. Therefore, our recommendation for the environmental approach is a CEQA Addendum.

CEQA Guidelines Section 15164 authorizes the use of an addendum to a previously certified EIR or Initial Study/ Mitigated Negative Declaration when minor changes or additions are necessary but none of the conditions as described in CEQA Guidelines Section 15162 have occurred.

Preparation of this addendum is further streamlined under CEQA Guidelines Section 15164, as it does not require public circulation or review. Unlike a Subsequent or Supplemental IS/MND, which involves formal notice, comment periods, and potential hearings, an CEQA Addendum can be adopted by the lead agency without these steps. This significantly reduces both the timeframe for completion and overall cost, allowing the agency to move forward efficiently while maintaining compliance with CEQA.

TASK 4 DELIVERABLES

- Project Description
- Air Quality Assessment Report
- Natural Environment Study Report
- APE Map; HPSR/ASR
- Noise Technical Memorandum
- Aquatic Resources Delineation Report
- Waste Discharge Requirement Notification
- Draft and Final Initial Sight Assessment
- CEQA Transportation Assessment
- Amended IS/MND

TASK 5 PS&E

5.1 35%P&E

Mark Thomas will prepare 35% concept plans based on Caltrans and FHWA standards. The concept plans will include the basic geometric configuration of the roadway, proposed layouts, curb alignments at corner improvements, and typical cross sections and will incorporate the roundabout and sidewalk gap closures, ADA compliant curb ramps, designated Class II bicycle facilities, on-street parking, and mid-block pedestrian crossings. The concept plans will be prepared for CCOG and Caltrans Review.

5.2 65%PS&E

Mark Thomas team will build upon the 35% concept plans and prepare draft construction documents for the project construction package. The 65% Plans and Specification package will include a preliminary engineer's estimate, summary of quantities, and unedited specifications. A draft bid item list will be submitted in Caltrans format (using the latest Caltrans Standard Item Codes where applicable). 65% PS&E will be submitted to CCOG and Caltrans for review. The plans will include following assumed sheets on the following page:

Description	Scale	Estimate Sheet Count
Title Sheet	N/A	1
Typical Cross Sections	N/A	1
Key Map and Line Index	N/A	1
Project Control	N/A	1
Layouts	1 inch = 50 feet	4
Construction Details	Varies	10
Contour Grading	1 inch = 50 feet	2
Drainage Plans	1 inch = 50 feet	4
Drainage Profiles	1 inch = 50 feet (H); 1 inch=5 feet (V)	2
Drainage Details	Varies	1
Drainage Quantities	N/A	1
Utility Plans and Details	1 inch = 50 feet	4
Construction Area Signs	1 inch = 200 feet	1
Motorist Information / Detour Plan	1 inch = 500 feet	2
Stage Construction Plans (3 Stages)	1 inch = 200 feet	3
Traffic Handling Plans	1 inch = 50 feet	6
Traffic Handling Quantities	N/A	1
Water Pollution Control Plans	1 inch = 50 feet	4
Water Pollution Control Quantities	N/A	1
Pavement Delineation Plans	1 inch = 50 feet	4
Pavement Delineation Quantities	N/A	2
Sign Plan	1 inch = 50 feet	4
Sign Details	N/A	1
Sign Quantities	N/A	2
Summary of Quantities	N/A	2
Subtotal Estimated Highway Plan Sheets		**64**
Electrical Notes and Legend	N/A	1
Permanent Lighting Plans	1 inch = 50 feet	3
Electrical Details	N/A	1
Electrical Quantities	N/A	1
Subtotal Estimated Electrical Plan Sheets		**6**
Total Estimated Plan Sheets		**70**

Mark Thomas will prepare lighting plans, specifications, estimates, and photometric analysis for 65% PS&E. The lighting plans and photometric analysis sheets will be 22 inch x 34 inch and scaled at 1 inch = 50 feet with Caltrans title block. The lighting plans will include a plan view of the existing and proposed electroliers, luminaires, electrical conduits, power service point(s), and lighting details and quantities. Mark Thomas assumes the lighting plans will be three sheets covering the pedestrian access route(s), sidewalks, and roadway within the one roundabout intersection at SR49 and Airport Road. The wiring diagram will be one sheet within the lighting plans and will include a legend, luminaire layout, service points, and street name labels. One sheet will include quantity table. The photometric analysis will be one sheet that will not be included in the official plan submittal and will model the illumination calculations with a summary table highlighting the average foot-candles and uniformity ratios to verify the conformance with the applicable lighting levels. Additionally, voltage drop calculations will be conducted for each circuit to verify that the electrical load and wire sizing maintain a drop of less than 5%, ensuring the long-term reliability and operational stability of all lighting fixtures. The lighting plans and photometric analysis will be prepared in accordance with the latest statewide and countywide standards, such as the California Department of Transportation (Caltrans) Standard Plans and Details.

For the new lighting system at the intersection of Golden Chain Highway and Airport Road, we will design and coordinate the installation of one new service meter enclosure. To facilitate the timely construction and operation of the lighting, Mark Thomas will initiate early coordination with Pacific Gas & Electric Company (PG&E) during the preliminary design stage. Our team will work directly with the local service planner to manage the power supply request, including the submission of all required documentation, CADD drawings, and the 65% design submittal. By clearly identifying the service enclosure locations and point of connection on the 65% electrical plans, we will provide PG&E with the precise data needed to begin their infrastructure design concurrently, preventing any potential delays in project delivery.

5.3 95%PS&E

Following the completion of the 65% plans, the Mark Thomas team will develop the 95% plans, specifications and construction estimate. Comments from CCOG and Caltrans on the 65% set will be addressed. Design details will be checked and updated within the plans. Mark Thomas team will complete the technical specifications. Mark Thomas team will prepare the technical specifications following Caltrans 2025 Standard Specifications. We will build a Construction Cost Estimate. The 95% PS&E package will be submitted to CCOG and Caltrans for review. We will perform quality control and interdisciplinary reviews prior to submittal.

5.4 100%PS&E

Following completion of the 95% plans, the Mark Thomas team will prepare the Final PS&E package by incorporating and resolving comments from CCOG and Caltrans. The final deliverable will provide a complete, ready-for-construction document package.

TASK 5 DELIVERABLES

- 35% Concept Plans - PDF
- 65% Plans, Specs and Estimate - PDF
- 95% Plans, Specs and Estimate - PDF
- 100% Plans, Specs and Estimate - PDF
- Photometric Analysis - PDF
- PG&E Service Request and Coordination

TASK 6 PUBLIC OUTREACH

6.1 Public Outreach and Stakeholder Coordination

Mark Thomas will coordinate with the CCOG to plan, coordinate, and facilitate two public workshops to gather community input, share project information, and foster collaboration between stakeholders and the project team. The first workshop will be designed to be interactive and accessible, with materials and activities tailored to engage a diverse audience and encourage meaningful participation that will be used for the environmental documents. The remaining two workshops will be to provide information on the design and coordinated after the major milestone submittals. Mark Thomas will develop a workshop plan and agenda in coordination with the CCOG. Mark Thomas will coordinate with the CCOG to find a suitable venue.

TASK 6 DELIVERABLES

- Draft/Final Workshop Agenda (Microsoft (MS) Word and PDF)
- Sign-in Sheets and Name Tags
- Draft/Final Comment Cards (PDF)
- High-level Summary report including key takeaways, community feedback, and photos (PDF)

TASK 7 BIDDING SUPPORT

7.1 Bidding Assistance

The Mark Thomas team will provide design support to Caltrans during the bidding phase that includes:

- Attendance virtually at pre-bid meeting.
- Providing design responses to bidder questions (Up to three sets of questions). It is assumed the administering agency will prepare, process, and issue the responses to the bidder questions.
- Providing design input to bid addendums (Up to three). It is assumed the administering agency will prepare, process and issue the bid addendums.
- Provide support to evaluate bid results.

TASK 7 DELIVERABLES

- Draft Responses to Bidder Questions (PDF)
- Input to Bid Addendums (PDF)

TASK 8 DESIGN SUPPORT DURING CONSTRUCTION

8.1 Construction Support

The Mark Thomas team will provide design support to Caltrans during the construction phase that includes:

- Attendance virtually at pre-construction meeting
- Attendance at site visits as requested. We will prepare meeting and site visit reports with notes, action items, observations, photos, and recommendations for the project construction (Up to 10)
- Submittal and Request for Information (RFI) Review: Review of design related non-material type submittals and shop drawings (Up to five), and RFI's by the contractor (up to 10).
- Providing design input to Contract Change Orders (CCOs) that are prepared, processed and issued by the Caltrans RE (up to five).

TASK 8 DELIVERABLES

- Submittal and Shop Drawing Review (PDF)
- Input to RFIs (PDF)
- Input to CCOs (PDF)

ASSUMPTIONS AND EXCLUSIONS

- The project will be locally administered and Caltrans will not advertise, award, and administer (AAA) the construction contract
- Construction staking is excluded
- Construction Management and Inspections is excluded
- Laboratory testing is excluded
- Biological and cultural monitoring is excluded
- Tribal coordination is excluded
- Material submittal reviews are excluded. It is assumed that the Caltrans RE will review material submittals against the requirements of the plans, technical specifications and special provisions
- Coordination with third parties including the Caltrans RE, utility companies, and private property owners is excluded
- Coordination with utility providers for new service connections for lighting is excluded
- Claim analysis and resolution beyond initial merit review is excluded
- Periodic site observations beyond initial site meeting for the pre-construction conference is excluded
- Review of alternative construction phasing/ sequencing of work proposed by the CCOG's contractor is excluded
- Review of alternative lane closure hours is excluded
- Review of traffic control plans is excluded
- Review of hazardous materials submittals is excluded
- Review of any Operations and Maintenance Manuals is excluded
- Development of in-progress as-built and record plan sets is excluded
- Review of contractor provided 3D modeling is excluded
- Field work can be performed during regular business hours (7am to 6pm) and night work or weekend work will not be required
- The project description and drawings showing planned improvements, stationing, and project limits will be provided
- Contact with adjacent parcel owners will be provided if interviews or access are required
- Chain-of-title, Activity and Use Limitations, and Environmental Lien searches for the project alignment or adjacent properties are not included in this scope of work
- No material borrow sites or designated disposal sites are anticipated as part of this scope. Evaluation or identification of material and disposal sites is not included. Localized excess, unsuitable, or contaminated materials requiring off-site disposal, if encountered, will be addressed separately

- For the Additional Scope of Services, we assume:
  - Soil sampling work will be performed in the shoulder, no lane closure will be required, and the work can be performed without traffic control
  - CCOG will waive the encroachment permit fee
  - Additional analyses may be required, depending on the findings of the ISA
  - Soil sampling is a screening level effort and is not intended to fully characterize the lateral or vertical extent of adverse conditions identified. Additional testing may be required to fully profile soil for disposal
- Appraisal fees may vary based on actual market rates at time of assignment
- 90 Day negotiating period from date of first written offer
- One offer package per impacted property/owner
- Does not contain fees for condemnation support or utility coordination
- Appraisal fees assume no complex damage studies and no significant impacts to improvements
- Protocol surveys for special-status species are not anticipated to be required and are not included in this scope of work. If they are later determined to be necessary, ESA can complete them under an amended scope and cost
- The AQAR will support CEQA compliance only and will be prepared in Caltrans AQAR memorandum format
- No NEPA air quality documentation is included
- The analysis will rely on project design information, traffic data, and assumptions provided by the project team
- A detailed dispersion model analysis, health risk assessment, or project-level conformity analysis is not anticipated unless subsequent project information indicates the need
- The AQAR will review and reference the previously adopted SR 49 Corridor Study IS/MND and evaluate whether the current project represents new or substantially more severe air quality impacts under CEQA
- No impacts to riparian trees will occur as a result of project construction and Calaveras County does not have a tree protection ordinance, therefore an arborist survey is not included in the scope of services. If it is later determined to be necessary, ESA can complete an arborist survey under an amended scope and cost
- The project will not be considered a Type 1 or Type 2 project that requires a full traffic noise analysis
- Based on review of aerial photos, potential wetlands and waters are not likely subject to jurisdiction by the USACE due to their ephemeral nature, therefore USACE verification and preparation of a Clean Water Act 404 permit is not included. If it is later determined to be necessary, ESA can complete the permit application under an amended scope and cost

TASK 9 OPTIONAL TASKS

9.1 Funding Support

Mark Thomas will coordinate with CCOG to prepare up to two grant applications for the project. We will work with the CCOG and Caltrans to review state and federal funding opportunities to select the programs to pursue. For this scope of work, we have assumed that one application will be for a state SB 1 program and the other a federal discretionary program. One benefit cost analysis (BCA) will be prepared for the project meeting federal requirements.

Mark Thomas will prepare the draft and final versions of a SB 1 grant application for the project. The application will be prepared following the adopted program guidelines. Mark Thomas will develop grant application narrative responses, Project Programming Request (PPR) in CalSmart, and maps and exhibits. The maps and exhibits are anticipated to include disadvantaged community information, active transportation networks, project benefits, transit stop locations, and land use designations and key destinations.

Mark Thomas will prepare the draft and final versions of the grant application based upon the program Notice of Funding Opportunity. We will leverage the SB 1 grant application to streamline the grant narrative and graphics efforts.

Mark Thomas will also prepare a BCA Microsoft Excel spreadsheet model. We will work with the CCOG's PA&ED consultant before the phase is completed to prepare VMT, bicycle and pedestrian count projections, average daily traffic (ADT), vehicle hours of travel (VHT), and other to be used in the BCA model. Additional model inputs will include collision history, project cost, schedule, and maintenance costs. The inputs will produce the benefit/cost ratio. Mark Thomas will summarize the inputs of benefit/cost ratio in a memorandum.

9.2 NEPA

Should federal funding be identified or pursued for the project, and upon authorization by Caltrans, Mark Thomas may provide additional services to support compliance with the NEPA for an additional scope and fee. If required, we would support Caltrans, acting as the lead federal agency or under NEPA Assignment, in the development of the appropriate NEPA environmental

document. Services may include coordination with Caltrans, review of project environmental requirements, preparation of supporting technical studies and environmental analyses, responses to agency comments, and assistance with documentation necessary to support federal environmental review and approvals. Due to the nature of the project, it is assumed that a Categorical Exclusion (CE) could be pursued should federal funding be identified.

To the extent feasible, technical reports prepared under the CEQA process may be developed in a manner that considers potential federal environmental review requirements, helping to facilitate future NEPA decision-making and reduce duplication of effort should federal funding be secured.

9.3 Noise Study Report

ESA will, if required by Caltrans, prepare a full Noise Study Report (NSR) using the latest Caltrans template (April 2015). The NSR will evaluate the project's potential construction and operational noise impacts. ESA will quantify construction noise impacts using project schedule and equipment information and the Federal Highway Administrations Roadway Construction Noise Model (RCNM). ESA will also use the FHWA's Traffic Noise Model to estimate traffic noise levels associated with existing and future traffic volumes to quantify noise levels. The resulting change in traffic noise levels will be compared against Caltrans standards and applicable Calaveras County General Plan standards to determine if there is the potential for the project to result in a substantial increase in traffic noise levels. As part of this effort, ESA will conduct short-term noise measurements coupled with manual traffic counts to validate the results of existing traffic noise model estimates. The traffic noise modeling will include the noise-reduction benefits provided by any existing berms and barriers along project roadways. ESA will, if necessary, recommend technically and economically feasible means to mitigate unacceptable increases in traffic noise levels.

DELIVERABLES

» Noise Study Report

ASSUMPTIONS

» Mark Thomas will provide ESA with detailed plan sets showing existing and proposed road elevation, widths, lane geometry, and intersection controls, estimates of existing and future peak-hour and/or average daily traffic volumes, and, if available, existing and future road segment and intersection operation information (e.g., volume-to-capacity ratios, level of service calculations)

» Mark Thomas will provide ESA with existing and horizon year traffic volume data

» Completion of a Noise Abatement Decision Report (NADR) would not be required for the project

9.4 Lake And Streambed Alteration Agreement

A CDFW Lake and Streambed Alteration Agreement (SAA) pursuant to Section 1602 of the California Fish and Game Code (CFGC) is required for projects that result in temporary or permanent alterations to all perennial, intermittent, and ephemeral rivers, streams, and lakes in the state and associated riparian or wetland habitats; therefore, depending on the results of the Aquatic Resources Delineation Report, it is possible that CDFW will require an LSAA for this project. ESA will prepare a Section 1602 Notification of Lake or Streambed Alteration (LSA Notification) for submittal to CDFW, including all necessary supporting documents and exhibits, and will submit to CDFW on behalf of the County. Supporting information will include a quantification and description of construction techniques and impacts within CDFW-regulated areas and associated fish and wildlife resources, and a plan which addresses the restoration of temporarily impacted resources. It should be noted that CDFW requires demonstration of CEQA compliance in order to issue a final Section 1602 LSAA.

The notification package will consist of information formatted to facilitate ESA's upload to CDFW's online application portal, or Environmental Permit Information Management System (EPIMS), and will include a document with information supporting/augmenting the brief responses which can be entered into EPIMS. The County, as the applicant, will be required to make the final 'official' EPIMS submittal, requiring creation of a CDFW EPIMS account, an email request to CDFW to affiliate ESA with the notification package, and the County's responses to a 'final checklist' of questions and provision of an 'e-Signature' in EPIMS. ESA will also calculate the appropriate CDFW notification fee, which is based upon project cost.

DELIVERABLE

» Lake and Streambed Alteration Agreement application package

ASSUMPTIONS

» LSA Notification will require 65% or greater plans of the preferred alternative with grading cut and fill volumes

» The County will pay all permit application fees and payment of these fees is not included in ESA's contract budget. If the client requests that ESA pay fees on behalf of the County, the cost of the fees will be invoiced at-cost as a pass-through to the client

9.5 Intersection Safety and Operational Assessment Process (ISOAP) Step 1 & Step 2

If authorized, Fehr & Peers would collaborate with Mark Thomas to prepare a Stage 1 ISOAP assessment for the intersection of SR 49/Airport Road. The ISOAP would evaluate roundabout, traffic signal, and all-way stop traffic control options. If requested, the ISOAP would document a Stage 1 screening and initial assessment as well as a Stage 2 detailed analysis. The Stage 1 screening would determine whether the build alternative meets the requirements for an ISOAP. If so, it would include a description of intended project outcomes and design parameters, pedestrian and bicycle planning, a general right of way and operational feasibility assessment, a transit and freight assessment, and initial safety assessment, identification of infeasible strategies, and documentation of Stage 1 findings and recommendations.

The Stage 2 assessment would include a detailed safety analysis, a detailed operational analysis, functional sketches and performance checks, a cost estimate and right of way impact assessment, a performance-based analysis matrix, and documentation of Stage 2 findings and recommendations.

9.6 Landscape Concept Plan

Should funding be identified or pursued for the project for landscaping and aesthetic, Mark Thomas's landscape architecture division (LAUD) will identify key aesthetic features, planting and irrigation infrastructure opportunities, and explore options with the CCOG.

In starting this task, we will review relevant background information, supporting planning studies, visual assessment, and site visit materials to develop opportunities for placemaking and aesthetic context. Through this effort, we will coordinate with the drainage team on appropriate strategies that may be required to meet any stormwater treatment requirements. This task will include preparation of up to two alternative landscape concepts with aesthetic treatment options for hardscape and landscaping. The landscape concept plan will include one illustrative section, a concept narrative statement, and illustrative plant palette per alternative and aesthetic inspiration photos to assist in developing placemaking, landscaping, and green infrastructure opportunities.

The landscape concept plan will show tree placement and ground plane massings on two 72 inch x 36 inch sheets (one sheet for each alternative). The landscape concept plan will be color-rendered and will include a recommended plant and hardscape treatment palette and will be submitted as a draft (electronically) for review by the CCOG and Caltrans. Comments will be incorporated and the final plan. As part of this task, we will also document cost elements with a Preliminary Cost Estimate for each alternative and additional tasks need to complete develop plans, specs and estimate to include within the design of the project.

9.7 Traffic Signal Plans, Specifications, and Estimate

Mark Thomas will prepare traffic signal plans, specifications, and estimates for 65%, 95%, and Final submittals for review and comments by CCOG and Caltrans based on the concurrence of the conceptual plans described in Task 9.4.1. The traffic signal plans will be 22 inch x 34 inch and scaled at 1 inch = 20 feet with Caltrans title block. The traffic signal plans will include a plan view of the proposed traffic signal equipment, electrical pull boxes and conduits, conductor details, phase diagram, safety lighting, power service point(s), construction notes, and traffic signal quantities. Mark Thomas assumes the traffic signal plans will be three sheets covering the one intersection at Golden Chain Highway and Mountain Ranch Road. One sheet will include conductor and pole schedule and equipment details. One sheet will include quantity table. The traffic signal plans will be prepared in accordance with the latest statewide and countywide standards, such as the latest Caltrans Standard Plans and Specifications.

For the new traffic signal system at the intersection of SR 49 and Mountain Ranch Road, we will design and coordinate the installation of one new service meter enclosure. To facilitate the timely construction and operation of the new traffic signal system. Mark Thomas will initiate early coordination with PG&E during the preliminary design stage. Our team will work directly with the local service planner to manage the power supply request, including the submission of all required documentation, CADD drawings, and the 65% design submittal. By clearly identifying the service enclosure locations and point of connection on the 65% electrical plans, we will provide PG&E with the precise data needed to begin their infrastructure design concurrently, preventing any potential delays in project delivery.

TASK 9.7 DELIVERABLES:

- 65% Traffic Signal Plans (three sheets), Specifications, and Estimates - PDF
- 95% Traffic Signal Plans (three sheets), Specifications, and Estimates – PDF
- Final Signed Traffic Signal Plans (three Sheets), Specifications, and Estimates – PDF, Excel, and CAD files
- PG&E Service Request and Coordination

Attachment "B"

FEE SCHEDULE

COST PROPOSAL FOR PROJECT SCOPE - Calaveras Council of Governments (CCOG): State Route 49 Gateway Improvements Project - Design Services (Segment 5)

MARK THOMAS

*Please note that rates shown are for estimating purpose only. See Rate Schedule for actual rates/ranges.

		KEY STAFF			Mark Thomas																											Subconsultants				
		Project Manager Matthew Magaw $218.33	Sr. Engineering Manager Aaron Silva $331.03	Sr. Project Engineer Carlos Rodrigues Mejia $172.95	Sr. Project Manager - PL Brianna Bohonok $211.86	Technical Lead $220.32	Sr. Project Engineer $206.55	Sr. Technical Engineer $206.55	Design Engineer II $151.47	Design Engineer I $110.16	Project Manager - PL $192.78	Planner II $123.93	LAUD Division Manager $302.94	Sr. LAUD Project Manager $275.40	Sr. Landscape Architect $206.55	Landscape Designer II $123.93	Landscape Designer I $96.39	Funding Manager $344.25	Sr. Funding Specialist $234.09	Funding Specialist $206.55	Survey Division Manager $371.78	Survey Manager II $261.63	Project Surveyor III $192.78	Asst Surveyor II $137.70	Lead Survey Technician $137.70	Survey Technician III $137.70	2-Person Crew (OE3) $358.01	Survey Coordinator $110.16	Sr. Project Accountant $179.01	Project Accountant $137.70	Sr. Asst Project Manager $151.47	Total Hours	MT Cost	Escalation	Total MT Cost	CRAWFORD & ASSOCIATES PW	ESA	FEHR & PEERS	MONUMENT ROW	TOTAL COST
1.0	**PROJECT MANAGEMENT**																																				
1.1	Project Management & Administration	40	20	40																								30		30	160	$32,186.08	$0.00	$32,186.08	$0.00	$9,413.68	$0.00	$12,054.13	$53,653.89
1.2	Meetings & Coordination	80	20	80	24						24																				228	$47,634.48	$0.00	$47,634.48	$0.00	$5,338.24	$0.00	$0.00	$52,972.72
1.3	QA/QC							120																							120	$24,785.64	$0.00	$24,785.64	$0.00	$0.00	$0.00	$0.00	$24,785.64
OTHER DIRECT COSTS																																$909.00		$909.00	$0.00	$0.00	$0.00	$0.00	$909.00
	Subtotal Phase 1	**120**	**40**	**120**	**24**	**0**	**0**	**120**	**0**	**0**	**24**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**30**	**0**	**30**	**508**	**$105,515.20**	**$0.00**	**$105,515.20**	**$0.00**	**$14,751.92**	**$0.00**	**$12,054.13**	**$132,321.25**
2.0	**BACKGROUND, BASE MAPPING & RIGHT OF WAY**																																				
2.1	Aerial Mapping (Caltrans ABC)																			4	8	30	16		16	40	4				118	$28,531.03	$0.00	$28,531.03	$0.00	$0.00	$0.00	$0.00	$28,531.03
2.2	Supplemental Topographic Survey																			4	6	8	8	10	20	20	2				78	$17,212.25	$0.00	$17,212.25	$0.00	$0.00	$0.00	$0.00	$17,212.25
2.3	Boundary Survey																			8	20	40	32		24	40	4				168	$38,390.20	$0.00	$38,390.20	$0.00	$0.00	$0.00	$0.00	$38,390.20
2.4	Plat & Legal Descriptions and CT Appraisal Maps																			2	12	20	16	24	144						218	$33,075.06	$0.00	$33,075.06	$0.00	$0.00	$0.00	$0.00	$33,075.06
2.5	Monument Preservation																			2	4	16	8	8	96	20	2				156	$27,677.30	$0.00	$27,677.30	$0.00	$0.00	$0.00	$0.00	$27,677.30
2.6	ROW Appraisals & Acquisiontions	8		20																											28	$5,205.65	$0.00	$5,205.65	$0.00	$0.00	$24,323.01	$29,528.66
2.7	Right of Way Certification	8		40																											48	$8,664.62	$0.00	$8,664.62	$0.00	$0.00	$4,149.73	$12,814.35
OTHER DIRECT COSTS																																$33,900.00		$33,900.00	$0.00	$0.00	$0.00	$44,000.00	$77,900.00
	Subtotal Phase 2	**16**	**0**	**60**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**20**	**50**	**114**	**80**	**42**	**300**	**120**	**12**	**0**	**0**	**0**	**814**	**$192,656.10**	**$0.00**	**$192,656.10**	**$0.00**	**$0.00**	**$0.00**	**$72,472.74**	**$265,128.84**
3.0	**PRELIMINARY ENGINEERING & TECHNICAL REPORTS**																																				
3.1	Background Research	4		20					80																						104	$16,449.73	$0.00	$16,449.73	$0.00	$0.00	$0.00	$0.00	$16,449.73
3.2	Drainage Report	8		40					160	120																					328	$46,118.48	$0.00	$46,118.48	$0.00	$0.00	$0.00	$0.00	$46,118.48
3.3	Storm Water Data Report	8		40					120	80																					248	$35,653.43	$0.00	$35,653.43	$0.00	$0.00	$0.00	$0.00	$35,653.43
3.4	Design Engineering Evaluation Report (DEER)	16		80					80	80																					256	$38,259.33	$0.00	$38,259.33	$0.00	$0.00	$0.00	$0.00	$38,259.33
3.5	Geotechnical Materials Report			20																											20	$3,458.97	$0.00	$3,458.97	$26,533.80	$0.00	$0.00	$0.00	$29,992.77
3.6	Traffic Analysis			20																											20	$3,458.97	$0.00	$3,458.97	$0.00	$0.00	$20,814.02	$0.00	$24,272.99
3.7	Utility Coordination																														0	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
3.7.1	Utility "A" Letters			20					80																						100	$15,576.40	$0.00	$15,576.40	$0.00	$0.00	$0.00	$0.00	$15,576.40
3.7.2	Utility "B" Letters			20					160	240																					420	$54,131.84	$0.00	$54,131.84	$0.00	$0.00	$0.00	$0.00	$54,131.84
3.7.3	Utility "C" Letters			40					240																						280	$43,270.22	$0.00	$43,270.22	$0.00	$0.00	$0.00	$0.00	$43,270.22
OTHER DIRECT COSTS																																$50,000.00		$50,000.00	$7,499.50	$0.00	$0.00	$0.00	$57,499.50
	Subtotal Phase 3	**36**	**0**	**300**	**0**	**0**	**0**	**0**	**920**	**520**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**1776**	**$306,377.37**	**$0.00**	**$306,377.37**	**$34,033.30**	**$0.00**	**$20,814.02**	**$0.00**	**$361,224.69**
4.0	**ENVIRONMENTAL STUDIES & DOCUMENTATION**																																				
4.1	Project Description	8			14						42	26																			90	$16,031.52	$0.00	$16,031.52	$0.00	$0.00	$0.00	$0.00	$16,031.52
4.2	Environmental Technical Studies																														0	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
4.2.1	Air Quality				4						12																				16	$3,160.77	$0.00	$3,160.77	$0.00	$19,305.28	$0.00	$0.00	$22,466.05
4.2.2	Biological Resources -- Natural Environment Study				4						12																				16	$3,160.77	$0.00	$3,160.77	$0.00	$35,034.87	$0.00	$0.00	$38,195.64
4.2.3	Cultural Resources -- Historic Property Survey Report And Archaeological Survey Report				4						24																				28	$5,474.10	$0.00	$5,474.10	$0.00	$18,668.62	$0.00	$0.00	$24,142.72
4.2.4	CEQA Noise Technical Memo				4						10																				14	$2,775.22	$0.00	$2,775.22	$0.00	$10,076.64	$0.00	$0.00	$12,851.86
4.2.5	Aquatic Resources Delineation Report				4						10																				14	$2,775.22	$0.00	$2,775.22	$0.00	$21,711.53	$0.00	$0.00	$24,486.75
4.3.6	RWQCB waste discharge requirement				4						10																				14	$2,775.22	$0.00	$2,775.22	$0.00	$15,003.95	$0.00	$0.00	$17,779.17
4.3.7	Initial Site Assessment-Phase I				4						10																				14	$2,775.22	$0.00	$2,775.22	$11,281.90	$0.00	$0.00	$0.00	
4.3.8	CEQA Transportation Assessment				4						10																				14	$2,775.22	$0.00	$2,775.22	$0.00	$0.00	$20,367.16	$0.00	
4.3	CEQA Addendum	16			16						40	60																			132	$22,029.92	$0.00	$22,029.92	$0.00	$0.00	$0.00	$0.00	$22,029.92
OTHER DIRECT COSTS																																$0.00		$0.00	$1,800.00	$1,950.00	$0.00	$0.00	$3,750.00
	Subtotal Phase 4	**24**	**0**	**0**	**62**	**0**	**0**	**0**	**0**	**0**	**180**	**86**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**352**	**$63,733.19**	**$0.00**	**$63,733.19**	**$13,081.90**	**$121,750.89**	**$20,367.16**	**$0.00**	**$181,733.64**
5.0	**PLANS, SPECIFICATIONS & ESTIMATE**																																				
5.1	35% P&E	24		40					80	120																					264	$37,494.39	$0.00	$37,494.39	$0.00	$0.00	$0.00	$0.00	$37,494.39
5.2	65% PS&E																														0	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
5.2.1	65% Roadway	40		160					240	240																					680	$99,195.44	$0.00	$99,195.44	$0.00	$0.00	$0.00	$0.00	$99,195.44
5.2.2	65% Electrical					13	62	118																							193	$40,042.58	$0.00	$40,042.58	$0.00	$0.00	$0.00	$0.00	$40,042.58
5.3	95% PS&E																														0	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
5.3.1	95% Roadway	40		120					240	240																					640	$92,277.49	$0.00	$92,277.49	$0.00	$0.00	$0.00	$0.00	$92,277.49
5.3.2	95% Electrical					4	23	32																							59	$12,241.35	$0.00	$12,241.35	$0.00	$0.00	$0.00	$0.00	$12,241.35
5.4	100% PS&E																														0	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
5.4.1	100% Roadway	20		80					160	160																					420	$60,062.77	$0.00	$60,062.77	$0.00	$0.00	$0.00	$0.00	$60,062.77
5.4.2	100% Electrical					4	18	20																							42	$8,730.05	$0.00	$8,730.05	$0.00	$0.00	$0.00	$0.00	$8,730.05
OTHER DIRECT COSTS																																$0.00		$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
	Subtotal Phase 5	**124**	**0**	**400**	**0**	**21**	**103**	**170**	**720**	**760**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**2298**	**$350,044.07**	**$0.00**	**$350,044.07**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$350,044.07**
6.0	**PUBLIC OUTREACH**																																				
6.1	Public Outreach and Stakeholder Coordination	24	24	24					40																						112	$21,741.74	$0.00	$21,741.74	$0.00	$0.00	$0.00	$0.00	$21,741.74
OTHER DIRECT COSTS																																$0.00		$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
	Subtotal Phase 6	**24**	**24**	**24**	**0**	**0**	**0**	**0**	**0**	**40**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**112**	**$21,741.74**	**$0.00**	**$21,741.74**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$21,741.74**
7.0	**BIDDING SUPPORT**																																				
7.1	Bidding Support	8		20					40																						68	$11,264.36	$0.00	$11,264.36	$0.00	$0.00	$0.00	$0.00	$11,264.36
OTHER DIRECT COSTS																																$0.00		$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
	Subtotal Phase 7	**8**	**0**	**20**	**0**	**0**	**0**	**0**	**40**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**68**	**$11,264.36**	**$0.00**	**$11,264.36**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$11,264.36**
8.0	**DESIGN SUPPORT DURING CONSTRUCTION**																																				
8.1	Consturction Support	20	8	80					120																						228	$39,026.92	$0.00	$39,026.92	$0.00	$0.00	$0.00	$0.00	$39,026.92
OTHER DIRECT COSTS																																$0.00		$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
	Subtotal Phase 8	**20**	**8**	**80**	**0**	**0**	**0**	**0**	**120**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**228**	**$39,026.92**	**$0.00**	**$39,026.92**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$39,026.92**
TOTAL HOURS		**372**	**72**	**1004**	**86**	**21**	**103**	**290**	**1800**	**1320**	**204**	**86**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**20**	**50**	**114**	**80**	**42**	**300**	**120**	**12**	**30**	**0**	**30**	**6156**				**0**	**0**	**0**	**0**	
SUBTOTAL LABOR COST		**$73,836.57**	**$21,667.16**	**$157,854.98**	**$16,563.77**	**$4,206.05**	**$19,340.31**	**$54,453.30**	**$247,856.40**	**$132,190.08**	**$35,751.41**	**$9,688.93**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$6,759.72**	**$11,892.10**	**$19,978.73**	**$10,014.40**	**$5,257.56**	**$37,554.00**	**$39,056.16**	**$1,201.73**	**$4,882.02**	**$0.00**	**$4,130.94**		**$1,005,549.94**	**$0.00**	**$1,005,549.94**	**$37,815.70**	**$134,552.81**	**$41,181.18**	**$40,526.87**	**$1,259,626.51**
OTHER DIRECT COSTS																																$84,809.00		$84,809.00	$9,302.50	$1,950.00	$600.00	$44,000.00	$140,661.50
TOTAL COST		**$81,220.23**	**$23,833.87**	**$173,640.48**	**$18,220.14**	**$4,626.65**	**$21,274.34**	**$59,898.63**	**$272,642.04**	**$145,409.09**	**$39,326.55**	**$10,657.83**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$7,435.69**	**$13,081.31**	**$21,976.60**	**$11,015.84**	**$5,783.32**	**$41,309.40**	**$42,961.78**	**$1,321.90**	**$5,370.22**	**$0.00**	**$4,544.03**		**$1,090,358.94**	**$0.00**	**$1,090,358.94**	**$47,118.20**	**$136,502.81**	**$41,781.18**	**$84,526.87**	**$1,400,288.01**
O.	**OPTIONAL TASKS**																																				
O.1	9.1 Funding Support	40										120						20	40	120											340	$64,639			-	-	-	-	$64,639
O.2	9.2 NEPA	16			16						40	60																			132	$22,030			-	-	-	-	$22,030
O.3	9.3 Noise Study Report				4						12																				16	$3,161			-	18,765	-	-	$21,926
O.4	9.4 Lake & Streambed Alteration Agreement				4						12																				16	$3,161			-	14,716	-	-	$17,877
O.5	9.5 ISOP Step 1 & Step 2	16		46					160																						222	$35,684			-	-	61,989	-	$97,672
O.6	9.6 Landscape Concept Plan												4	40	40	80	40														204	$34,259			-	-	-	-	$34,259
O.7	9.7 Traffic Signal Plans, Specifications, and Estimate					21	69		144																						234	$40,690			-	-	-	-	$40,690
	Subtotal Optional Tasks	**72**	**0**	**46**	**24**	**21**	**69**	**0**	**304**	**0**	**64**	**180**	**4**	**40**	**40**	**80**	**40**	**20**	**40**	**120**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**1164**	**$203,623**			**$0**	**$33,481**	**$61,989**	**$0**	**$299,093**
TOTAL HOURS - OPTIONAL		**72**	**0**	**46**	**24**	**21**	**69**	**0**	**304**	**0**	**64**	**180**	**4**	**40**	**40**	**80**	**40**	**20**	**40**	**120**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**1164**				**0**	**0**	**0**	**0**	
Anticipated Salary Increases (5% for 1.5 years)																																$5,028			**$0**	**$0**	**$0**	**$0**	**$5,028**
OTHER DIRECT COSTS - OPTIONAL																																$0			**$0**	**$416**	**$0**	**$0**	**$416**
TOTAL COST - OPTIONAL		**$15,720**	**$0**	**$7,956**	**$5,085**	**$4,627**	**$14,252**	**$0**	**$46,046**	**$0**	**$12,338**	**$22,307**	**$1,212**	**$11,016**	**$8,262**	**$9,914**	**$3,856**	**$6,885**	**$9,363**	**$24,786**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**		**$208,652**			**$0**	**$33,897**	**$61,989**	**$0**	**$304,537**

Cost Proposal 1
Cost Plus Fixed Fee or Lump Sum

Note: Mark-ups are Not Allowed ☑ Prime Consultant ☐ Subconsultant ☐ 2nd Tier Subconsultant

Consultant: Mark Thomas & Company, Inc.

Project No. State Route 49 Gateway Imp Contract No. _____ Date 7/24/2026

DIRECT LABOR

Classification/Title	Name	Range	Hours	Actual or Average Hourly Rate	Total
Project Manager	Matthew Magaw	$70 - $97	372.0	$ 79.28	$ 29,492.16
Sr. Engineering Manager	Aaron Silva	$125 - $164	72.0	$ 120.20	$ 8,654.40
Sr. Project Engineer	Carlos Rodriques Mejia	$60 - $87	1004.0	$ 62.80	$ 63,051.20
Sr. Project Manager - PL	Brianna Bohonok	$80 - $113	86.0	$ 76.93	$ 6,615.98
Principal		$190 - $231	0.0	$ 210.00	$ -
Sr. Engineering Manager		$125 - $164	0.0	$ 145.00	$ -
Transportation Project Director		$120 - $154	0.0	$ 135.00	$ -
Engineering Manager		$115 - $143	0.0	$ 130.00	$ -
Design Manager		$105 - $133	0.0	$ 120.00	$ -
Sr. Project Manager		$85 - $128	0.0	$ 105.00	$ -
Sr. Technical Lead		$80 - $108	0.0	$ 95.00	$ -
Project Manager		$70 - $97	0.0	$ 85.00	$ -
Technical Lead		$70 - $92	21.0	$ 80.00	$ 1,680.00
Sr. Project Engineer		$60 - $87	103.0	$ 75.00	$ 7,725.00
Sr. Technical Engineer		$65 - $82	290.0	$ 75.00	$ 21,750.00
Project Engineer		$50 - $72	0.0	$ 60.00	$ -
Civil Engineering Designer		$50 - $72	0.0	$ 60.00	$ -
Design Engineer II		$40 - $67	1800.0	$ 55.00	$ 99,000.00
Design Engineer I		$35 - $46	1320.0	$ 40.00	$ 52,800.00
CADD Manager		$80 - $102	0.0	$ 90.00	$ -
Sr. Technician		$50 - $72	0.0	$ 60.00	$ -
Technician		$35 - $51	0.0	$ 45.00	$ -
Intern		$15 - $31	0.0	$ 25.00	$ -
Division Manager - CM		$145 - $154	0.0	$ 150.00	$ -
Area Manager - CM		$105 - $133	0.0	$ 120.00	$ -
Sr. Resident Engineer		$100 - $108	0.0	$ 105.00	$ -
Resident Engineer		$90 - $108	0.0	$ 100.00	$ -
Asst. Resident Engineer		$65 - $72	0.0	$ 70.00	$ -
Building/Construction Inspector		$65 - $113	0.0	$ 80.00	$ -
Office Engineer		$65 - $87	0.0	$ 75.00	$ -
Division Manager - PL		$95 - $118	0.0	$ 105.00	$ -
Sr. Project Manager - PL		$80 - $113	0.0	$ 95.00	$ -
Project Manager - PL		$60 - $82	204.0	$ 70.00	$ 14,280.00
Sr. Planner		$50 - $67	0.0	$ 60.00	$ -
Planner II		$40 - $51	86.0	$ 45.00	$ 3,870.00
Planner I		$30 - $41	0.0	$ 35.00	$ -
Economist		$45 - $61	0.0	$ 55.00	$ -
LAUD Division Manager		$95 - $123	0.0	$ 110.00	$ -
Sr. LAUD Project Manager		$85 - $113	0.0	$ 100.00	$ -
LAUD Project Manager		$65 - $87	0.0	$ 75.00	$ -
Sr. Landscape Architect		$65 - $87	0.0	$ 75.00	$ -
Landscape Architect		$45 - $61	0.0	$ 55.00	$ -
Landscape Designer II		$35 - $51	0.0	$ 45.00	$ -
Landscape Designer I		$30 - $41	0.0	$ 35.00	$ -
Funding Manager		$110 - $138	0.0	$ 125.00	$ -
Sr. Funding Specialist		$75 - $97	0.0	$ 85.00	$ -
Funding Specialist		$65 - $87	0.0	$ 75.00	$ -
Survey Division Manager		$115 - $159	20.0	$ 135.00	$ 2,700.00

Survey Manager II		$90 - $102	50.0	$ 95.00	$ 4,750.00
Survey Manager I		$80 - $87	0.0	$ 85.00	$ -
Project Surveyor III		$65 - $77	114.0	$ 70.00	$ 7,980.00
Project Surveyor II		$60 - $82	0.0	$ 70.00	$ -
Project Surveyor I		$55 - $72	0.0	$ 65.00	$ -
Asst Surveyor III		$65 - $67	0.0	$ 65.00	$ -
Asst Surveyor II		$45 - $56	80.0	$ 50.00	$ 4,000.00
Asst Surveyor I		$40 - $51	0.0	$ 45.00	$ -
Survey Specialist III		$65 - $82	0.0	$ 75.00	$ -
Survey Specialist II		$50 - $72	0.0	$ 60.00	$ -
Survey Specialist I		$40 - $56	0.0	$ 50.00	$ -
Lead Survey Technician		$45 - $51	42.0	$ 50.00	$ 2,100.00
Survey Technician III		$45 - $56	300.0	$ 50.00	$ 15,000.00
Survey Technician II		$35 - $41	0.0	$ 40.00	$ -
Survey Technician I		$20 - $26	0.0	$ 25.00	$ -
SUE Program Manager		$85 - $92	0.0	$ 90.00	$ -
Utility Locator (North)		$60 - $67	0.0	$ 65.00	$ -
Utility Locator (South)		$75 - $82	0.0	$ 80.00	$ -
Chief of Party (OE3)		$65 - $72	0.0	$ 70.00	$ -
Chainperson (OE3)		$55 - $61	0.0	$ 60.00	$ -
Apprentice (OE3)		$45 - $51	0.0	$ 50.00	$ -
2-Person Crew (OE3)		$130 - $149	120.0	$ 130.00	$ 15,600.00
Chief of Party (OE12)		$75 - $77	0.0	$ 75.00	$ -
Chainperson (OE12)		$65 - $67	0.0	$ 65.00	$ -
Apprentice (OE12)		$35 - $41	0.0	$ 40.00	$ -
Safety Manager		$80 - $102	0.0	$ 90.00	$ -
Project Accountant Manager		$70 - $92	0.0	$ 80.00	$ -
Project Delivery Manager		$70 - $87	0.0	$ 80.00	$ -
Sr. Project Accountant		$55 - $72	30.0	$ 65.00	$ 1,950.00
Project Accountant		$40 - $61	0.0	$ 50.00	$ -
Sr. Asst Project Manager		$45 - $67	30.0	$ 55.00	$ 1,650.00
Asst Project Manager		$35 - $51	0.0	$ 45.00	$ -
Sr. Project Assistant		$40 - $56	0.0	$ 50.00	$ -
Project Assistant		$25 - $41	0.0	$ 35.00	$ -
Sr. Technical Writer		$40 - $56	0.0	$ 50.00	$ -
Technical Writer		$35 - $51	0.0	$ 45.00	$ -
Sr. Graphic Manager		$60 - $77	0.0	$ 70.00	$ -
Sr. Graphic Designer		$45 - $67	0.0	$ 55.00	$ -
Graphic Designer		$35 - $51	0.0	$ 45.00	$ -
Survey Coordinator		$35 - $46	12.0	$ 40.00	$ 480.00
District Manager-Engineer		$130 - $169	0.0	$ 150.00	$ -
Deputy District Manager		$115 - $149	0.0	$ 130.00	$ -
Operations Manager		$90 - $118	0.0	$ 105.00	$ -
Sr. Sanitary Project Engineer		$75 - $97	0.0	$ 85.00	$ -
Sanitary Project Engineer		$70 - $87	0.0	$ 80.00	$ -
Associate Sanitary Engineer		$60 - $82	0.0	$ 70.00	$ -
Assistant Sanitary Engineer		$60 - $77	0.0	$ 70.00	$ -
Lead Inspector		$50 - $67	0.0	$ 60.00	$ -
Sr. Inspector		$45 - $61	0.0	$ 55.00	$ -
Inspector		$35 - $51	0.0	$ 45.00	$ -
Inspector - Apprentice		$30 - $41	0.0	$ 35.00	$ -

LABOR COSTS

a) Subtotal Direct Labor Costs $ 365,128.74

b) Anticipated Salary Increases (see page 2 for calculation) $ -

c) **TOTAL DIRECT LABOR COSTS** [(a) + (b)] $ 365,128.74

INDIRECT COSTS

d) Fringe Benefits (Rate: 107.49%)

e) Total Fringe Benefits [(c) x (d)] $ 392,476.88

f) Overhead (Rate: 42.87%)

g) Overhead [(c) x (f)] $ 156,530.69

h) General and Administrative (Rate: 0.00%)

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

	j) **TOTAL INDIRECT COSTS** [(e) + (g) + (i)]	$ 549,007.57
FIXED FEE	k) **TOTAL FIXED FEE [[(c) + (j)] x fixed fee 10.00 %]**	$ 91,413.63

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

Description of Item	Quantity	Unit	Unit Cost		
Mileage	840	miles	$0.725	$	609.00
Mileage - Survey	8000	miles	$0.725	$	5,800.00
CM Truck & Equipment	0	HR	$14.00	$	-
Copies	0	EA	$0.05	$	-
Reproductions - full size	300	sheets	$1.00	$	300.00
Reproductions - half size	0	sheets	$0.35	$	-
Structure/Quantity Calculations	0	sheets	$0.05	$	-
Misc. Costs	0	LS	$500.00	$	-
Overnight Mail/Mail	0	EA	$15.00	$	-
Potholing	10	EA	$5,000.00	$	50,000.00
Misc. Surveys (Maps, PTR's, etc.)	5	EA	$2,500.00	$	12,500.00
Safety Plan	0	LS	$1,000.00	$	-
Traffic Control	0	LS	$3,000.00	$	-
Per Diem	10	Day	$260.00	$	2,600.00
Record of Survey Fee	0	LS	$1,500.00	$	-
MTLS Mobile Scanner	0	Day	$5,406.00	$	-
Civil Grid	0	0	$0.00	$	-
Survey Equipment	0	HR	$30.00	$	-
Aerial Mapping	1	LS	$13,000.00	$	13,000.00

	l) **TOTAL OTHER DIRECT COSTS**	$ 84,809.00

m) SUBCONSULTANTS' COSTS (add additional pages if necessary)

Subconsultant 1: CRAWFORD & ASSOCIATES	$	47,118.20
Subconsultant 2: ESA	$	136,502.81
Subconsultant 3: FEHR & PEERS	$	41,781.18
Subconsultant 4: MONUMENT ROW	$	84,526.87
Subconsultant 5: AEROTECH	$	-
Subconsultant 6: SUBCONSULTANT 6	$	-

	m) **TOTAL SUBCONSULTANTS' COSTS**	$ 309,929.06
	n) **TOTAL OTHER DIRECT COSTS INCLUDING SUBCONSULTANTS** [(l) + (m)]	$ 394,738.06
	TOTAL COST [(c) + (j) + (k) + (n)]	$ 1,400,288.01

NOTES:

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

Attachment "C"

General Terms and Conditions

1. Non-Discrimination

a. During the performance of this Agreement, Contractor 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, 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. Contractor and subcontractors shall insure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. Contractor and subcontractors 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 Agreement by reference and made a part hereof as if set forth in full. Contractor 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. Contractor shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under the Agreement.

c. The contractor, subrecipient, or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of United States Department of Transportation assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy, as recipient deems appropriate, which may include but is not limited to:

1. Withholding monthly progress payments.
2. Assessing sanctions.
3. Liquidated damages
4. Disqualifying the contractor from future bidding as non-responsible

The contractor must make available to the Caltrans contract manager a copy of all DBE subcontracts upon request.

The contractor must utilize the specific DBEs listed to perform the work and supply the materials for which each is listed unless the contractor obtains authorization from Caltrans. Unless the Department provides prior authorization approving a request for termination or substitution of a listed DBE, the Contractor shall not be entitled to any payment for work or materials unless it is performed or supplied by the listed DBEs.

2. Prompt Payment

a. Prompt Progress Payment to Subcontractors. Contractor agrees to pay each subcontractor under this prime contract for satisfactory performance of its contract no later than 10 days from the receipt of each payment the prime contractor receives from the CCOG, in accordance with the provision in Section 7108.5 of the California Business and Professions Code concerning prompt payment to subcontractors. Any delay or postponement of payment from the above referenced time frame may occur only for good cause following written approval of the CCOG. Any violation of Section 7108.5 shall subject the violating contractor or subcontractor to the penalties, sanctions, and other remedies of that Section. This requirement shall not be construed to limit or impair any contractual, administrative, or judicial remedies,

otherwise available to the contractor or subcontractor in the event of a dispute involving late payment or nonpayment by the contractor, deficient subcontractor performance, and/or noncompliance by a subcontractor. This clause applies to both DBE and non-DBE subcontractors.

b. Prompt Payment of Withheld Funds to Subcontractors. No retainage will be held by the CCOG from progress payments due to the prime contractor. Prime contractors and subcontractors are prohibited from holding retainage from subcontractors. Any delay or postponement of payment may take place only for good cause and with the CCOG's prior written approval. Any violation of these provisions shall subject the violating contractor or subcontractor to the penalties, sanctions, and other remedies specified in Section 7108.5 of the California Business and Professions Code. This requirement shall not be construed to limit or impair any contractual, administrative, or judicial remedies, otherwise available to the contractor or subcontractor in the event of a dispute involving late payment or nonpayment by the contractor, deficient subcontractor performance, and/or noncompliance by a subcontractor. This clause applies to both DBE and non-DBE subcontractors.

3. Release Of Retainage

The Contractor agrees further to release retainage payments, if any, to each Sub-Contractor within 30 days after the Sub-Contractor's work is satisfactorily completed. Any delay or postponement of payment from the above referenced time frame may occur only for good cause following written approval of CCOG. This clause applies to both DBE and non-DBE Sub-Contractors.

4. National Labor Relations Board Certification.

Contractor, by signing this Agreement, does swear under penalty of perjury that no more than one final unappealable finding of contempt of court by a federal court has been issued against Contractor within the immediately preceding two-year period because of Contractor's failure to comply with an order of a federal court which orders Contractor to comply with an order of the National Labor Relations Board (Public Contract Code § 10296).

5. Americans with Disabilities Act (ADA) of 1990.

By signing this Agreement, Contractor assures the CCOG that it complies with the Americans with Disabilities Act (ADA) of 1990 (42 U.S.C. § 12101, et seq.), which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA.

6. Drug-Free Certification.

By signing this Agreement, Contractor hereby certifies under penalty of perjury under the laws of the State of California that Contractor will comply with the requirements of the Drug-Free Workplace Act of 1990 (Government Code § 8350, et seq.) and will provide a drug-free workplace by taking the following actions:

a. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited, and specifying actions to be taken against employees for violations.

b. Establish a Drug-Free Awareness Program to inform employees about:
   (1) The dangers of drug abuse in the workplace;
   (2) The person's or the organization's policy of maintaining a drug-free workplace;
   (3) Any available counseling, rehabilitation, & employee assistance programs; and
   (4) Penalties that may be imposed upon employees for drug abuse violations.

c. Every employee of Contractor who works under this Agreement shall:
   (1) Receive a copy of Contractor's Drug-Free Workplace Policy Statement; and

(2) Agree to abide by the terms of Contractor's Statement as a condition of employment on this Agreement.

7. Union Organizing.

By signing this Agreement, Contractor hereby acknowledges the applicability of Government Code § 16645 through § 16649 to this Agreement.

a. Contractor will not assist, promote, or deter union organizing by employees performing work on this Agreement.

b. No funds received from the CCOG under this Agreement shall be used to assist, promote, or deter union organizing.

c. Contractor will not, for any business conducted under this Agreement, use any public property to hold meetings with employees or supervisors, if the purpose of such meetings is to assist, promote, or deter union organizing, unless the public property is equally available to the general public for holding meetings.

d. If Contractor incurs costs, or makes expenditures to assist, promote, or deter union organizing, Contractor will maintain records sufficient to show that no reimbursement from the CCOG funds has been sought for these costs, and Contractor shall provide those records to the CCOG upon request.

8. Political Reform Act Compliance.

Contractor is aware and acknowledges that certain contractors that perform work for governmental agencies are "Contractors" under the Political Reform Act (the "Act") (Government Code § 81000, et seq.) and its implementing regulations (2 California Code of Regulations § 18110, et seq.). Contractor agrees that any of its officers or employees deemed to be "Contractors" under the Act by the CCOG, as provided for in the Conflict of Interest Code for the CCOG, shall promptly file economic disclosure statements for the disclosure categories determined by the CCOG, to be relevant to the work to be performed under this Agreement and shall comply with the disclosure and disqualification requirement of the Act, as required by law.

9. Campaign Contribution Disclosure.

Contractor has complied with the campaign contribution disclosure provisions of the California Levine Act (Government Code § 84308) and has completed the Levine Act Disclosure Statement attached hereto as Attachment "D."

10. Accounting Records.

Contractor shall maintain complete and accurate records with respect to all costs and expenses incurred and fees charged under this Agreement. All such records shall be clearly identifiable. Contractor shall allow inspection and copying of all work, data, documents, proceedings, and activities related to the Agreement during the term hereof and for a period of three (3) years from the date of final payment under this Agreement.

11. Ownership of Materials; Confidentiality.

a. Documents & Data. This Agreement creates an exclusive and perpetual license for CCOG to copy, use, modify, or reuse any and all copyrights, designs, and other intellectual property embodied in plans, specifications, studies, drawings, estimates, materials, data and other documents or works of authorship fixed in any tangible medium of expression, including but not limited to, physical drawings or data magnetically or otherwise recorded on computer diskettes, which are prepared or caused to be prepared by Contractor under this Agreement ("Documents & Data").

Any reuse by CCOG of work product for another project or project location shall be at CCOG's sole risk.

Contractor shall require all subcontractors to agree in writing that CCOG are granted an exclusive and perpetual license for any Documents & Data the subcontractor prepares under this Agreement.

Contractor represents that Contractor has the legal right to grant the exclusive and perpetual license for all such Documents & Data.

Contractor shall provide copies on electronic media of all work products produced under this Agreement. To the extent that reports or lengthy passages of text are included in a given work product, the document shall be prepared in Microsoft Word or a format compatible with Word or as directed by the CCOG.

CCOG may permit copyrighting reports or other agreement products. If copyrights are permitted; the agreement shall provide that the FHWA/FTA 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

b. Intellectual Property. All plans, drawings, specifications, studies, reports, calculations, estimates, data, CAD files, models, maps, and other documents or materials, in any form or medium, prepared or developed by Contractor or its subcontractors in connection with the SR 49 design support services project ("Project Documents") shall be the property of CCOG. Contractor hereby assigns to CCOG all right, title, and interest in the Project Documents and shall provide CCOG complete and current copies of the Project Documents, including native and editable electronic files, upon request and upon expiration or termination of this Agreement.

Contractor retains ownership of its pre-existing materials, tools, templates, methods, software and know-how. To the extent such materials are incorporated into or necessary for CCOG to use, modify, complete, maintain, or construct the SR 49 project, Contractor grants CCOG a perpetual, irrevocable, royalty-free license to possess, use, reproduce, modify, distribute, and disclose those materials for purposes of the SR 49 project and related CCOG public-agency purposes.

All materials and documents which were developed or prepared by the Contractor for general use prior to the execution of this Agreement and which are not the copyright of any other party or publicly available and any other computer applications, shall continue to be the property of the Contractor. However, unless otherwise identified and stated prior to execution of this Agreement, Contractor represents and warrants that it has the right to grant the exclusive and perpetual license for all such Intellectual Property as provided herein.

CCOG further is granted by Contractor a non-exclusive and perpetual license to copy, use, modify or sub-license any and all Intellectual Property otherwise owned by Contractor which is the basis or foundation for any derivative, collective, insurrectional, or supplemental work created under this Agreement.

c. Confidentiality. All ideas, memoranda, specifications, plans, procedures, drawings, descriptions, computer program data, input record data, written information, and other Documents and Data either created by or provided to Contractor in connection with the performance of this Agreement shall be held confidential by Contractor. Such materials shall not, without the prior written consent of CCOG, be used by Contractor for any purposes other than the performance of the Services unless required by law, the Consultants professional code of ethics, or an order to provide information or data when such an order is issued by a court order, administrative agency or other legitimate authority, or if disclosure is reasonably necessary for the Consultant to defend itself from any legal action or, claim. Nor shall such materials be disclosed to any person or entity not connected with the performance of the Services or the Project. Nothing furnished to Contractor which is otherwise known to Contractor or is generally known, or has become known, to the related industry shall be deemed confidential. Contractor shall not use CCOG's name or insignia, photographs of the Project, or any publicity pertaining to the Services or the Project in any magazine, trade paper, newspaper, television or radio production or other similar medium without the prior written consent of CCOG.

12. Prohibited Interests.

a. Solicitation. Contractor maintains that it has not employed nor retained any company or person, other than a bona fide employee working solely for Contractor, to solicit or secure this Agreement. Further, Contractor maintains that it has not paid nor has it agreed to pay any company or person, other than a bona fide employee working solely for Contractor, any fee, CCOG, percentage, fee, or other consideration contingent upon or resulting from the award or making of this Agreement.

b. Conflicts of Interest. Contractor shall exercise reasonable care and diligence to prevent any actions or conditions that could result in a conflict with the CCOG's interest. During the term of this Agreement, Contractor shall not accept any employment or engage in any consulting work that would create a conflict of interest with the CCOG or in any way compromise the services to be performed under this Agreement. Contractor shall immediately notify the CCOG of any and all potential violations of this paragraph upon becoming aware of the potential violation.

13. Equal Opportunity Employment.

Contractor represents that it is an equal opportunity employer and it shall not discriminate against any employee or applicant for employment because of race, religion, color, national origin, ancestry, sex or age. Such non-discrimination shall include, but not be limited to, all activities related to initial employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination.

The contractor or subcontractor shall not discriminate on the basis of race, color national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR, Part 26 in the award and administration of United States Department of Transportation-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy, as recipient deems appropriate.

14. Subcontracting.

A. The CONTRACTOR 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 CCOG's Contract Manager, except that, which is expressly identified in the approved Cost Proposal.

B. Any subcontract 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 subconsultants must be approved in writing by the CCOG's Contract Manager.

15. Prevailing Wages.

By its execution of this Agreement, Contractor certified that it is aware of the requirements of California Labor Code Sections 1720 et seq. and 1770 et seq., as well as California Code of Regulations, Title 8, Section 16000 et seq. ("Prevailing Wage Laws"), which require the payment of prevailing wage rates and the performance of other requirements on certain "public works" and "maintenance" projects. If the Services are being performed as part of an applicable "public works' or "maintenance" project, as defined by the Prevailing Wage Laws, and if the total compensation is $1,000 or more, Contractor agrees to fully comply with such Prevailing Wage Laws.

16. Debarment, Suspension, and Other Responsibilities.

a. The CONTRACTOR's signature affixed herein, shall constitute a certification under penalty of perjury under the laws of the State of California, that the CONTRACTOR has complied with Title 49, Code of Federal Regulations, Part 29, Debarment and Suspension Certificate, which certifies that he/she or any person associated therewith in the capacity of owner, partner, director, officer, or manager, is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any federal agency; has not been suspended, debarred, voluntarily excluded, or determined ineligible by any federal agency within the past three (3) years; does not have a proposed debarment pending; and has not been indicted, convicted, or had a civil judgment rendered against it by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past three (3) years. Any exceptions to this certification must be disclosed to CCOG.

b. Exceptions will not necessarily result in denial of recommendation for award, but will be considered in determining CONTRACTOR responsibility. Disclosures must indicate to whom exceptions apply, initiating agency, and dates of action.

17. Supplemental Provisions for Federal-Aid Projects

Notwithstanding anything to the contrary contained in the Agreement, including any other Exhibits attached thereto, the following provisions shall apply if funding for the Project is provided, in whole or in part, from the United States Department of Transportation.

A. Cost Principles

a. The CONTRACTOR 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 CONTRACTOR also agrees to comply with federal procedures in accordance with 49 CFR, Part 18, Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments.

c. Any costs for which payment has been made to CONTRACTOR that are determined by subsequent audit to be unallowable under 48 CFR, Federal Acquisition Regulations System, Chapter 1, Part 31.000 et seq., are subject to repayment by CONTRACTOR to CCOG.

B. Retention of Records/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 8546.7; the CONTRACTOR, subcontractors, and the CCOG 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 years from the date of final payment under the contract. The state, the State Auditor, CCOG, FHWA, or any duly authorized representative of the federal government shall have access to any books, records, and documents of the CONTRACTOR that are pertinent to the contract for audit, examinations, excerpts, and transactions, and copies thereof shall be furnished if requested Subcontracts in excess of $25,000 shall contain this provision.

C. Disputes

1. 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 CCOG's Contract Manager and Executive Director, who may consider written or verbal information submitted by the CONTRACTOR.

2. Not later than 30 days after completion of all work under the contract, the CONTRACTOR may request review by the CCOG GOVERNING BOARD of unresolved claims or disputes, other than audit. The request for review will be submitted in writing.

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

D. Equipment Purchase

1. Prior authorization in writing, by CCOG's Contract Manager shall be required before the CONTRACTOR enters into any unbudgeted purchase order, or subcontract exceeding $5,000 for supplies, equipment, or CONTRACTOR services. The CONTRACTOR shall provide an evaluation of the necessity or desirability of incurring such costs.

2. For purchase of any item, service or consulting work not covered in the CONTRACTOR'S Cost Proposal and exceeding $5,000 prior authorization by CCOG's Contract Manager; three competitive quotations must be submitted with the request, or the absence of bidding must be adequately justified.

3. Any equipment purchased as a result of this contract is subject to the following: "The CONTRACTOR 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 CCOG shall receive a proper refund or credit at the conclusion of the contract, or if the contract is terminated, the CONTRACTOR may either keep the equipment and credit the CCOG 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 CCOG procedures; and credit the CCOG in an amount equal to the sales price. If the CONTRACTOR elects to keep the equipment, fair market value shall be determined at the CONTRACTOR'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 CCOG and the CONTRACTOR, if it is determined to sell the equipment, the terms and conditions of such sale must be approved in advance by the CCOG." 49 CFR, Part 18 requires a credit to Federal funds when participating equipment with a fair market value greater than $5000.00 is credited to the project.

4. All subcontracts in excess $25,000 shall contain the above provisions.

E. Conflict of Interest

1. The CONTRACTOR shall disclose any financial, business, or other relationship with CCOG that may have an impact upon the outcome of this contract, or any ensuing CCOG construction project. The CONTRACTOR shall also list current clients who may have a financial interest in the outcome of this contract, or any ensuing CCOG construction project, which will follow.

2. The CONTRACTOR 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.

3. Any subcontract in excess of $25,000 entered into as a result of this contract, shall contain all of the provisions of this Article.

F. Rebates, Kickbacks or other Unlawful Consideration

The CONTRACTOR warrants that this contract was not obtained or secured through rebates kickbacks or other unlawful consideration, either promised or paid to any CCOG employee. For breach or violation of this warranty, CCOG 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.

G. Legal Remedies

In addition to those contract remedies set forth under relevant provisions of California law, either party to this Agreement may, where applicable, seek legal redress for violations of this Agreement pursuant to the relevant provisions of 49 C.F.R. Parts 23 and 26, to the relevant federal or state statutory provisions governing civil rights violations, and to the relevant federal and state provisions governing false claims or “whistleblower” actions, as well as any and all other applicable federal and state provisions of law

Attachment "D"

LEVINE ACT DISCLOSURE STATEMENT

California Government Code § 84308, commonly referred to as the "Levine Act," precludes an Officer of a local government agency from participating in the award of a contract if he or she receives any political contributions totaling more than $250 in the 12 months preceding the pendency of the contract award, and for three months following the final decision, from the person or company awarded the contract. This prohibition applies to contributions to the Officer, or received by the Officer on behalf of any other Officer, or on behalf of any candidate for office or on behalf of any committee. The Levine Act also requires disclosure of such contributions by a party to be awarded a specified contract. Please refer to the attachment for the complete statutory language.

Current members of the CCOG Board of Directors are:

MEMBERS:	ALTERNATES:
Patricia Bettinger	Benjamin Stopper
Trevor Wittke	Alvin Broglio
Gary Tofanelli	Roark Weber
Tim Muetterties	
Michael Chimente	
Amanda Folendorf	
Scott Behiel	

1. Have you or your company, or any agent on behalf of you or your company, made any political contributions of more than $250 to any CCOG Director(s) in the 12 months preceding the date of the issuance of this request for proposal or request for qualifications?

   ___ YES ___ NO

   If yes, please identify the Director(s): _____

2. Do you or your company, or any agency on behalf of you or your company, anticipate or plan to make any political contributions of more than $250 to any CCOG Director(s) in the three months following the award of the contract?

   ___ YES ___ NO

   If yes, please identify the Director(s): _____

Answering yes to either of the two questions above does not preclude CCOG from awarding a contract to your firm. It does, however, preclude the identified Director(s) from participating in the contract award process for this contract.

_____ _____

DATE (SIGNATURE OF AUTHORIZED OFFICIAL)

_____

(TYPE OR WRITE APPROPRIATE NAME, TITLE)

_____

(TYPE OR WRITE NAME OF COMPANY)

California Government Code Section 84308

(a) The definitions set forth in this subdivision shall govern the interpretation of this section.

(1) "Party" means any person who files an application for, or is the subject of, a proceeding involving a license, permit, or other entitlement for use.

(2) "Participant" means any person who is not a party but who actively supports or opposes a particular decision in a proceeding involving a license, permit, or other entitlement for use and who has a financial interest in the decision, as described in Article 1 (commencing with Section 87100) of Chapter 7. A person actively supports or opposes a particular decision in a proceeding if he or she lobbies in person the officers or employees of the agency, testifies in person before the agency, or otherwise acts to influence officers of the agency.

(3) "Agency" means an agency as defined in Section 82003 except that it does not include the courts or any agency in the judicial branch of government, local governmental agencies whose members are directly elected by the voters, the Legislature, the Board of Equalization, or constitutional officers. However, this section applies to any person who is a member of an exempted agency but is acting as a voting member of another agency.

(4) "Officer" means any elected or appointed officer of an agency, any alternate to an elected or appointed officer of an agency, and any candidate for elective office in an agency.

(5) "License, permit, or other entitlement for use" means all business, professional, trade and land use licenses and permits and all other entitlements for use, including all entitlements for land use, all contracts (other than competitively bid, labor, or personal employment contracts), and all franchises.

(6) "Contribution" includes contributions to candidates and committees in federal, state, or local elections.

(b) No officer of an agency shall accept, solicit, or direct a contribution of more than two hundred fifty dollars ($250) from any party, or his or her agent, or from any participant, or his or her agent, while a proceeding involving a license, permit, or other entitlement for use is pending before the agency and for three months following the date a final decision is rendered in the proceeding if the officer knows or has reason to know that the participant has a financial interest, as that term is used in Article 1 (commencing with Section 87100) of Chapter 7. This prohibition shall apply regardless of whether the officer accepts, solicits, or directs the contribution for himself or herself, or on behalf of any other officer, or on behalf of any candidate for office or on behalf of any committee.

(c) Prior to rendering any decision in a proceeding involving a license, permit or other entitlement for use pending before an agency, each officer of the agency who received a contribution within the preceding 12 months in an amount of more than two hundred fifty dollars ($250) from a party or from any participant shall disclose that fact on the record of the proceeding. No officer of an agency shall make, participate in making, or in any way attempt to use his or her official position to influence the decision in a proceeding involving a license, permit, or other entitlement for use pending before the agency if the officer has willfully or knowingly received a contribution in an amount of more than two hundred fifty dollars ($250) within the preceding 12 months from a party or his or her agent, or from any participant, or his or her agent if the officer knows or has reason to know that the participant has a financial interest in the decision, as that term is described with respect to public officials in Article 1 (commencing with Section 87100) of Chapter 7. If an officer receives a contribution which would otherwise require disqualification under this section, returns the contribution within 30 days from the time he or she knows, or should have known, about the contribution and the proceeding involving a license, permit, or other entitlement for use, he or she shall be permitted to participate in the proceeding.

(d) A party to a proceeding before an agency involving a license, permit, or other entitlement for use shall disclose on the record of the proceeding any contribution in an amount of more than two hundred fifty dollars ($250) made within the preceding 12 months by the party, or his or her agent, to any officer of the agency. No party, or his or her agent, to a proceeding involving a license, permit, or other entitlement for use pending before any agency and no participant, or his or her agent, in the proceeding shall make a

contribution of more than two hundred fifty dollars ($250) to any officer of that agency during the preceding and for three months following the date a final decision is rendered by the agency in the proceeding. When a closed corporation is a party to, or a participant in, a proceeding involving a license, permit, or other entitlement for use pending before an agency, the majority shareholder is subject to the disclosure and prohibition requirements specified in subdivisions (b), (c), and this subdivision.

(e) Nothing in this section shall be construed to imply that any contribution subject to being reported under this title shall not be so reported.

For more information, contact the Fair Political Practices Commission, 428 J Street, Suite 800, Sacramento, CA 95814, (916) 322-5660.

CALAVERAS COUNCIL OF GOVERNMENTS AGENDA SUBMITTAL

Presented by: ***Melissa Raggio, Executive Director***	**Board Meeting Date** November 4, 2026	**Agenda Number** **13**
Authorize the CCOG Chair to Execute Agreement No. 10-0616 Cooperative Agreement with the California Department of Transportation (Caltrans) for the State Route (SR) 49 Southern Gateway Improvement Project		
Published Notice Required? No **Public Hearing Required?** No		**Estimated Time:** 0-5
Type of Document: Action Item **PowerPoint Presentation Included?** No		

Recommendation:
Authorize the CCOG Chair to Execute a Cooperative Agreement with Caltrans for Oversight on the SR 49 Southern Gateway Improvement Project.

Background:
The Council programmed $1,439,000 in State Transportation Improvement Program (STIP) funding on the SR 49 Southern Gateway Improvement project in December 2025. The California Transportation Commission (CTC) approved this request in March 2026.

Discussion:
The SR 49 Southern Gateway Improvement project will focus on Segment 5 from the SR 49 San Andreas Commercial Gateway and Corridor Study completed in 2017. This segment begins at the intersection of Mountain Ranch Rd. on SR 49 to Buckskin Way. This segment encompasses the area near Airport Road and faces several transportation challenges. These include limited sight distance, high vehicle speeds and need for new multimodal facilities. The project will also look at recommendations of a roundabout at Airport Road and intersection improvement at Angels Road. Caltrans requires a Cooperative Agreement for work on the State Highway System (SHS) per California Streets and Highways Code, Section 114 and 130. Staff is requesting the Council authorize the Chair to execute the attached Cooperative Agreement.

Fiscal Impact:
The Council programmed $1,439,000 in STIP/RIP funding in the 2026 Regional Transportation Improvement Program (RTIP) for Plans, Specifications & Estimate (PS&E) phase of the SR 49 Southern Gateway Improvement Project.

ATTACHMENT(S):
Coop Agreement.pdf

COOPERATIVE AGREEMENT COVER SHEET

Work Description

CONSTRUCT COMPLETE STREETS CORRIDOR IMPROVEMENTS ALONG SR 49 THROUGH THE SOUTHERN GATEWAY OF SAN ANDREAS TO ENHANCE MOBILITY, ACCESSIBILITY, AND SAFETY.

Contact Information

The information provided below indicates the primary contact information for each PARTY to this AGREEMENT. PARTIES will notify each other in writing of any personnel or location changes. Contact information changes do not require an amendment to this AGREEMENT.

CALTRANS

Charlie Do, Project Manager

1976 E. MLK Jr. Blvd

Stockton, CA 95205

Office Phone: 209986-0692

Email: Charlie.do@dot.ca.gov

CALAVERAS COUNCIL OF GOVERNMENTS

Melissa Raggio, Executive Director

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COOPERATIVE AGREEMENT

This AGREEMENT, executed on and effective from _____, is between the State of California, acting through its Department of Transportation, referred to as CALTRANS, and:

Calaveras Council of Governments, a public corporation/entity, referred to hereinafter as CCOG.

An individual signatory agency in this AGREEMENT is referred to as a PARTY. Collectively, the signatory agencies in this AGREEMENT are referred to as PARTIES.

RECITALS

1. PARTIES are authorized to enter into a cooperative agreement for improvements to the State Highway System (SHS) per the California Streets and Highways Code, Sections 114 and 130.

2. For the purpose of this AGREEMENT, *Construct Complete Streets corridor improvements along SR 49 through the southern gateway of San Andreas to enhance mobility, accessibility, and safety.,* will be referred to hereinafter as PROJECT. The PROJECT scope of work is defined in the project initiation and approval documents.

3. All obligations and responsibilities assigned in this AGREEMENT to complete the following PROJECT COMPONENT will be referred to hereinafter as WORK:

   - PROJECT APPROVAL AND ENVIRONMENTAL DOCUMENT (PA&ED)

   Each PROJECT COMPONENT is defined in the CALTRANS Workplan Standards Guide as a distinct group of activities/products in the project planning and development process.

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4. The term AGREEMENT, as used herein, includes this document and any attachments, exhibits, and amendments.

This AGREEMENT is separate from and does not modify or replace any other cooperative agreement or memorandum of understanding between the PARTIES regarding the PROJECT.

PARTIES intend this AGREEMENT to be their final expression that supersedes any oral understanding or writings pertaining to the WORK. The requirements of this AGREEMENT will preside over any conflicting requirements in any documents that are made an express part of this AGREEMENT.

If any provisions in this AGREEMENT are found by a court of competent jurisdiction to be, or are in fact, illegal, inoperative, or unenforceable, those provisions do not render any or all other AGREEMENT provisions invalid, inoperative, or unenforceable, and those provisions will be automatically severed from this AGREEMENT.

Except as otherwise provided in the AGREEMENT, PARTIES will execute a written amendment if there are any changes to the terms of this AGREEMENT.

PARTIES agree to sign a CLOSURE STATEMENT to terminate this AGREEMENT. However, all indemnification, document retention, audit, claims, environmental commitment, legal challenge, maintenance and ownership articles will remain in effect until terminated or modified in writing by mutual agreement or expire by the statute of limitations.

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5. The following work associated with this PROJECT has been completed or is in progress:

   - CCOG completed the Project Initiation Document (PID) on February 5, 2020.

6. In this AGREEMENT capitalized words represent defined terms, initialisms, or acronyms.

7. PARTIES hereby set forth the terms, covenants, and conditions of this AGREEMENT.

RESPONSIBILITIES

Sponsorship

8. A SPONSOR is responsible for establishing the scope of the PROJECT and securing the financial resources to fund the WORK. A SPONSOR is responsible for securing additional funds when necessary or implementing PROJECT changes to ensure the WORK can be completed with the funds committed in this AGREEMENT.

   PROJECT changes, as described in the CALTRANS Project Development Procedures Manual, will be approved by CALTRANS as the owner/operator of the State Highway System.

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9. CCOG is the SPONSOR for the WORK in this AGREEMENT.

Implementing Agency

10. The IMPLEMENTING AGENCY is the PARTY responsible for managing the scope, cost, schedule, and quality of the work activities and products of a PROJECT COMPONENT.

- CCOG is the Project Approval and Environmental Document (PA&ED) IMPLEMENTING AGENCY.

  PA&ED includes the completion of the Final Environmental Document and the Project Report (documenting the project alternative selection).

11. CCOG will provide a Quality Management Plan (QMP) for the WORK in every PROJECT COMPONENT that they are implementing. The QMP describes the IMPLEMENTING AGENCY's quality policy and how it will be used. The QMP will include a process for resolving disputes between the PARTIES at the team level. The QMP is subject to CALTRANS review and concurrence.

12. Any PARTY responsible for completing WORK will make its personnel and consultants that prepare WORK available to help resolve WORK-related problems and changes for

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the entire duration of the PROJECT including PROJECT work that may occur under separate agreements.

Funding

13. CCOG is the only PARTY committing funds in this AGREEMENT and will fund the cost of the WORK in accordance with this AGREEMENT.

14. The WORK does not use funds administered by CALTRANS. PARTIES will amend this AGREEMENT should this condition change.

15. Amounts to be reimbursed by CCOG to CALTRANS, along with all invoicing and payment requirements, are set forth in the REIMBURSEMENT SUMMARY section of this AGREEMENT. These amounts include all applicable direct and indirect costs.

Items identified in the REIMBURSEMENT SUMMARY may include, as applicable, Department Furnished Materials (DFM), activities assigned to CALTRANS in this AGREEMENT as WORK, Quality Management Assessment (QMA), or any combination thereof.

Unless otherwise expressly provided in this AGREEMENT, the amounts shown in the REIMBURSEMENT SUMMARY constitute the maximum reimbursable obligation of CCOG.

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16. PARTIES will not be reimbursed for costs beyond the funding commitments in this AGREEMENT.

CALTRANS' Quality Management

17. CALTRANS, as the owner/operator of the State Highway System (SHS), will perform quality management work including Quality Management Assessment (QMA),

environmental document quality control, and owner/operator approvals for the portions of WORK within the existing and proposed SHS right-of-way.

18. CALTRANS' Quality Management Assessment (QMA) efforts are to ensure that CCOG's quality assurance results in WORK that is in accordance with the applicable standards and the PROJECT's quality management plan (QMP). QMA does not include any efforts necessary to develop or deliver WORK or any validation by verifying or rechecking WORK.

When CALTRANS performs QMA, it does so for its own benefit. No one can assign liability to CALTRANS due to its QMA.

19. CALTRANS, as the owner/operator of the State Highway System, will approve WORK products in accordance with CALTRANS policies and guidance and as indicated in this AGREEMENT.

20. Per National Environmental Policy Act (NEPA) assignment and California Environmental Quality Act (CEQA) statutes, CALTRANS will perform environmental document quality control and NEPA assignment review procedures for environmental documentation. CALTRANS quality control and quality assurance procedures for all environmental documents are described in Chapter 38 of the Standard Environmental Reference (SER), available at https://dot.ca.gov/programs/environmental-analysis/standard-environmental-reference-ser/volume-1-guidance-for-compliance/ch-38-nepa-assignment. This also includes the independent judgment analysis and determination under CEQA that the environmental documentation meets CEQA requirements.

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21. CCOG will provide WORK-related products and supporting documentation upon CALTRANS' request for the purpose of CALTRANS' quality management work.

22. CCOG, including any employee, agent, consultant or sub-consultant retained by the CCOG, shall implement uniform document control policies necessary to retain all records and electronically stored information associated with the WORK, including but not limited to those records identified in California Public Resources Code, Section 21167.6,

and including email and attachments, in a manner consistent with the CALTRANS Uniform Filing System and the "Final Caltrans Environmental Records Retention Policy", available at https://dot.ca.gov/-/media/dot-media/programs/environmental-analysis/documents/ser/nepa-recordretention-policy-final-a11y.pdf. These records, along with an index of the records, shall be provided to CALTRANS within 60 days of CALTRANS' written request.

CEQA/NEPA Lead Agency

23. CALTRANS is the CEQA Lead Agency for the PROJECT.

24. CALTRANS is the NEPA Lead Agency for the PROJECT.

Environmental Permits, Approvals and Agreements

25. PARTIES will comply with the commitments and conditions set forth in the environmental documentation, environmental permits, approvals, and applicable agreements as those commitments and conditions apply to each PARTY's responsibilities in this AGREEMENT.

26. Unless otherwise assigned in this AGREEMENT, the IMPLEMENTING AGENCY for a PROJECT COMPONENT is responsible for all PROJECT COMPONENT WORK associated with coordinating, obtaining, implementing, renewing, and amending the PROJECT permits, agreements, and approvals whether they are identified in the planned project scope of work or become necessary in the course of completing the PROJECT.

27. It is expected that the PROJECT requires the following environmental permits/approvals:

ENVIRONMENTAL PERMITS/REQUIREMENTS
401 Regional Water Quality Control Board
404 US Army Corps of Engineers

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Project Approval and Environmental Document (PA&ED)

28. As the PA&ED IMPLEMENTING AGENCY, CCOG is responsible for all PA&ED WORK except those activities and responsibilities that are assigned to another PARTY and those activities that are excluded under this AGREEMENT.

29. CALTRANS will be responsible for completing the following PA&ED activities:

CALTRANS Work Breakdown Structure Identifier (If Applicable)	AGREEMENT Funded Cost
100.10.10.xx Quality Management	NO
165.15.15.xx Essential Fish Habitat Consultation	NO
165.15.15.xx Section 7 Consultation	NO
165.25.25 Approval to Circulate Resolution	NO
175.20 Project Preferred Alternative	NO
180.10.05.05.xx CEQA Lead Final Env. Doc QA/QC and Approval	NO
180.10.05.45 Section 7 Consultation	NO
180.15.05 Record of Decision (NEPA)	NO
180.15.10 Notice of Determination (CEQA)	NO

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30. Any PARTY preparing environmental documentation, including studies and reports, will ensure that qualified personnel remain available to help resolve environmental issues and perform any necessary work to ensure that the PROJECT remains in environmental compliance.

31. CCOG will provide written notice of the initiation of environmental studies to the CEQA and NEPA Lead Agencies prior to completing any other PA&ED phase work.

California Environmental Quality Act (CEQA)

32. Environmental documentation will be prepared in compliance with the California Public Resources Code §§ 21080.3.1(d)(e). CALTRANS will provide, and CCOG will use, a letter template and a list of California Native American tribes requesting notification.

CCOG will prepare consultation documentation for CALTRANS' signature and transmittal in compliance with the statutorily required time frames.

33. The CEQA Lead Agency will determine the type of CEQA documentation and will cause that documentation to be prepared in accordance with CEQA requirements.

34. Any PARTY involved in the preparation of CEQA documentation will prepare the documentation to meet CEQA requirements and follow the CEQA Lead Agency's standards that apply to the CEQA process.

35. Any PARTY preparing any portion of the CEQA documentation, including any studies and reports, will submit that portion of the documentation to the CEQA Lead Agency for review, comment, and approval at appropriate stages of development prior to public availability.

36. CCOG will submit CEQA-related public notices to CALTRANS for review, comment, and approval prior to publication and circulation.

37. The CEQA Lead Agency will attend all CEQA-related public meetings.

38. CCOG will submit all CEQA-related public meeting materials to the CEQA Lead Agency for review, comment, and approval at least ten (10) working days prior to the public meeting date.

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If the CEQA Lead Agency makes any changes to the materials, then the CEQA Lead Agency will allow CCOG to review, comment, and concur on those changes at least three (3) working days prior to the public meeting date. The CEQA Lead Agency has final approval authority over all CEQA documentation.

39. If a PARTY who is not the CEQA Lead Agency holds a public meeting about the PROJECT, that PARTY must clearly state its role in the PROJECT and the identity of the CEQA Lead Agency on all meeting publications. All meeting publications must also

inform the attendees that public comments collected at the meetings are not part of the CEQA public review process.

That PARTY will submit all meeting advertisements, agendas, exhibits, handouts, and materials to the CEQA Lead Agency for review, comment, and approval at least ten (10) working days prior to publication or use. If that PARTY makes any changes to the materials, it will allow the CEQA Lead Agency to review, comment on, and approve those changes at least three (3) working days prior to the public meeting date.

The CEQA Lead Agency maintains final editorial control with respect to text or graphics that could lead to public confusion over CEQA-related roles and responsibilities.

National Environmental Policy Act (NEPA)

40. Pursuant to Chapter 3 of Title 23, United States Code, Sections 326 and 327, CALTRANS is the NEPA Lead Agency for the PROJECT. CALTRANS is responsible for NEPA compliance, will determine the type of NEPA documentation, and will cause that documentation to be prepared in accordance with NEPA requirements.

CALTRANS, as the NEPA Lead Agency for PROJECT, is responsible for the review, comment, and approval all environmental documentation (including, but not limited to, studies, reports, public notices, and public meeting materials, determinations, administrative drafts, and final environmental documents) at appropriate stages of development prior to approval and public availability.

When required as NEPA Lead Agency, CALTRANS will conduct consultation and coordination and obtain, renew, or amend approvals pursuant to the Federal Endangered Species Act, and Essential Fish Habitat.

When required as NEPA Lead Agency, CALTRANS will conduct consultation and coordination approvals pursuant to Section 106 of the National Historic Preservation Act.

41. Any PARTY involved in the preparation of NEPA documentation will follow FHWA and CALTRANS standards that apply to the NEPA process including, but not limited to, the guidance provided in the FHWA Environmental Toolkit (available at

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http://environment.fhwa.dot.gov/index.asp) and the CALTRANS Standard Environmental Reference.

42. Any PARTY preparing any portion of the NEPA documentation (including, but not limited to, studies, reports, public notices, and public meeting materials, determinations, administrative drafts, and final environmental documents) will submit that portion of the documentation to CALTRANS for CALTRANS' review, comment, and approval prior to public availability.

43. The NEPA Lead Agency will attend all NEPA-related public meetings.

44. CCOG will prepare, publicize, and circulate all NEPA-related public notices, except Federal Register notices. CCOG will submit all notices to the NEPA Lead Agency for review, comment, and approval prior to publication and circulation.

CALTRANS will work with the appropriate federal agency to publish notices in the Federal Register.

45. CCOG will submit all NEPA-related public meeting materials to CALTRANS for CALTRANS' review, comment, and approval at least ten (10) working days prior to the public meeting date.

46. If a PARTY who is not the NEPA Lead Agency holds a public meeting about the PROJECT, that PARTY must clearly state its role in the PROJECT and the identity of the NEPA Lead Agency on all meeting publications. All meeting publications must also inform the attendees that public comments collected at the meetings are not part of the NEPA public review process.

That PARTY will submit all meeting advertisements, agendas, exhibits, handouts, and materials to the NEPA Lead Agency for review, comment, and approval at least ten (10) working days prior to publication or use. If that PARTY makes any changes to the materials, it will allow the NEPA Lead Agency to review, comment on, and approve those changes at least three (3) working days prior to the public meeting date.

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The NEPA Lead Agency has final approval authority with respect to text or graphics that could lead to public confusion over NEPA-related roles and responsibilities.

47. CCOG will ensure that the PROJECT is included in the approved Federal Statewide Transportation Improvement Program (FSTIP) prior to the NEPA Lead Agency's approval of the environmental document.

Schedule

48. PARTIES will manage the WORK schedule to ensure the timely use of committed funds and to ensure compliance with any environmental permits, right-of-way agreements, construction contracts, and any other commitments. PARTIES will communicate schedule risks or changes as soon as they are identified and will actively manage and mitigate schedule risks.

49. The IMPLEMENTING AGENCY for each PROJECT COMPONENT will furnish PARTIES with written monthly progress reports during the completion of the WORK.

Additional Provisions

Standards

50. PARTIES will perform all WORK in accordance with federal and California laws, regulations, and standards; Federal Highway Administration (FHWA) standards; and

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CALTRANS standards. CALTRANS standards include, but are not limited to, the guidance provided in the:

- CADD Users Manual
- CALTRANS policies and directives
- Plans Preparation Manual
- Project Development Procedures Manual (PDPM)
- Workplan Standards Guide
- Standard Environmental Reference
- Highway Design Manual
- Construction Manual Supplement for Local Agency Resident Engineers
- Local Agency Structure Representative Guidelines

Noncompliant Work

51. CALTRANS retains the right to reject noncompliant WORK. CCOG agrees to suspend WORK upon request by CALTRANS for the purpose of protecting public safety, preserving property rights, and ensuring that all WORK is in the best interest of the State Highway System.

Qualifications

52. Each PARTY will ensure that personnel participating in WORK are appropriately qualified or licensed to perform the tasks assigned to them.

Consultant Selection

53. CCOG will invite CALTRANS to participate in the selection of any consultants that participate in the WORK.

Encroachment Permits

54. CALTRANS will issue, upon proper application, the encroachment permit required for WORK within State Highway System (SHS) right-of-way. CCOG, their contractors, consultants, agents, and utility owners will not work within the SHS right-of-way without an encroachment permit issued by CALTRANS. CALTRANS will provide an

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encroachment permit to CCOG at no cost. CCOG's contractors, consultants, and agents may work under the same permit after completing, signing, and submitting the contractor's authorization form TR-0429 to CALTRANS. If the encroachment permit and this AGREEMENT conflict, the requirements of this AGREEMENT will prevail.

55. The IMPLEMENTING AGENCY for a PROJECT COMPONENT will coordinate, prepare, obtain, implement, renew, and amend any encroachment permits needed to complete the WORK.

Protected Resources

56. If any PARTY discovers unanticipated cultural, archaeological, paleontological, or other protected resources during WORK, all WORK in that area will stop and that PARTY will notify all PARTIES within 24 hours of discovery. WORK may only resume after a qualified professional has evaluated the nature and significance of the discovery and CALTRANS approves a plan for its removal or protection.

Disclosures

57. PARTIES will hold all administrative drafts and administrative final reports, studies, materials, and documentation relied upon, produced, created, or utilized for the WORK in confidence to the extent permitted by law and where applicable, the provisions of California Government Code, Section 7921.505(c)(5) will protect the confidentiality of such documents in the event that said documents are shared between PARTIES.

PARTIES will not distribute, release, or share said documents with anyone other than employees, agents, and consultants who require access to complete the WORK without the written consent of the PARTY authorized to release them, unless required or authorized to do so by law.

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58. If a PARTY receives a public records request pertaining to the WORK, that PARTY will notify PARTIES within five (5) working days of receipt and make PARTIES aware of any disclosed public records.

Hazardous Materials

59. HM-1 is hazardous material (including, but not limited to, hazardous waste) that may require removal and disposal pursuant to federal or state law, whether it is disturbed by the PROJECT or not.

HM-2 is hazardous material (including, but not limited to, hazardous waste) that may require removal and disposal pursuant to federal or state law only if disturbed by the PROJECT.

The management activities related to HM-1 and HM-2, including and without limitation, any necessary manifest requirements and disposal facility designations are referred to herein as HM-1 MANAGEMENT and HM-2 MANAGEMENT respectively.

60. If HM-1 or HM-2 is found, the discovering PARTY will immediately notify all other PARTIES.

61. CALTRANS, independent of the PROJECT, is responsible for any HM-1 found within the existing State Highway System right-of-way. CALTRANS will undertake, or cause to be undertaken, HM-1 MANAGEMENT with minimum impact to the PROJECT schedule.

CALTRANS will pay, or cause to be paid, the cost of HM-1 MANAGEMENT for HM-1 found within the existing State Highway System right-of-way with funds that are independent of the funds committed in this AGREEMENT.

62. If HM-1 is found within the PROJECT limits and outside the existing State Highway System right-of-way, responsibility for such HM-1 rests with the owner(s) of the parcel(s) on which the HM-1 is found. CCOG, in concert with the local agency having

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land use jurisdiction, will ensure that HM-1 MANAGEMENT is undertaken with minimum impact to PROJECT schedule.

The cost of HM-1 MANAGEMENT for HM-1 found within the PROJECT limits and outside the existing State Highway System right-of-way will be paid from funds that are independent of the funds committed in this AGREEMENT and will be the responsibility of the owner(s) of the parcel(s) where the HM-1 is located.

63. The CONSTRUCTION IMPLEMENTING AGENCY is responsible for HM-2 MANAGEMENT within the PROJECT limits.

CCOG and CALTRANS will comply with the Soil Management Agreement for Aerially Deposited Lead Contaminated Soils (Soil Management Agreement) executed between CALTRANS and the California Department of Toxic Substances Control (DTSC). Under Section 3.2 of the Soil Management Agreement, CALTRANS and CCOG each retain joint and severable liability for noncompliance with the provisions of the Soil Management Agreement. CCOG will assume all responsibilities assigned to CALTRANS in the Soil Management Agreement during PROJECT COMPONENTS for which they are the IMPLEMENTING AGENCY except for final placement and burial of soil within the State right-of-way, per Section 4.5 of the Soil Management Agreement, which is subject to CALTRANS concurrence and reporting to DTSC which will be performed by CALTRANS.

64. CALTRANS' acquisition or acceptance of title to any property on which any HM-1 or HM-2 is found will proceed in accordance with CALTRANS' policy on such acquisition.

Claims

65. Any PARTY that is responsible for completing WORK may accept, reject, compromise, settle, or litigate claims arising from the WORK without concurrence from the other PARTY.

66. PARTIES will confer on any claim that may affect the WORK or PARTIES' liability or responsibility under this AGREEMENT in order to retain resolution possibilities for

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potential future claims. No PARTY will prejudice the rights of another PARTY until after PARTIES confer on the claim.

67. If the WORK expends state or federal funds, each PARTY will comply with the Federal Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards of 2 CFR, Part 200. PARTIES will ensure that any for-profit consultant hired to participate in the WORK will comply with the requirements in 48 CFR, Chapter 1, Part 31. When state or federal funds are expended on the WORK these principles and requirements apply to all funding types included in this AGREEMENT.

Accounting and Audits

68. PARTIES will maintain, and will ensure that any consultant hired by PARTIES to participate in WORK will maintain, a financial management system that conforms to Generally Accepted Accounting Principles (GAAP), and that can properly accumulate and segregate incurred PROJECT costs and billings.

69. PARTIES will maintain and make available to each other all WORK-related documents, including financial data, during the term of this AGREEMENT.

PARTIES will retain all WORK-related records for three (3) years after the final voucher.

PARTIES will require that any consultants hired to participate in the WORK will comply with this Article.

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70. PARTIES have the right to audit each other in accordance with generally accepted governmental audit standards.

CALTRANS, the State Auditor, FHWA (if the PROJECT utilizes federal funds), and CCOG will have access to all WORK-related records of each PARTY, and any consultant hired by a PARTY to participate in WORK, for audit, examination, excerpt, or transcription.

The examination of any records will take place in the offices and locations where said records are generated and/or stored and will be accomplished during reasonable hours of

operation. The auditing PARTY will be permitted to make copies of any WORK-related records needed for the audit.

The audited PARTY will review the draft audit, findings, and recommendations, and provide written comments within thirty (30) calendar days of receipt.

Upon completion of the final audit, PARTIES have forty-five (45) calendar days to refund or invoice as necessary in order to satisfy the obligation of the audit.

Any audit dispute not resolved by PARTIES is subject to mediation. Mediation will follow the process described in the General Conditions section of this AGREEMENT.

71. If the WORK expends state or federal funds, each PARTY will undergo an annual audit in accordance with the Single Audit Act in the Federal Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards as defined in 2 CFR, Part 200.

72. When a PARTY reimburses a consultant for WORK with state or federal funds, the procurement of the consultant and the consultant overhead costs will be in accordance with the Local Assistance Procedures Manual, Chapter 10.

Interruption of Work

73. If WORK stops for any reason, IMPLEMENTING AGENCY will place the PROJECT right-of-way in a safe and operable condition acceptable to CALTRANS.

74. If WORK stops for any reason, each PARTY will continue with environmental commitments included in the environmental documentation, permits, agreements, or

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approvals that are in effect at the time that WORK stops, and will keep the PROJECT in environmental compliance until WORK resumes.

Penalties, Judgments and Settlements

75. The cost of awards, judgments, fines, interest, penalties, attorney's fees, and/or settlements generated by the WORK are considered WORK costs.

76. The cost of legal challenges to the environmental process or documentation are considered WORK costs.

77. Any PARTY whose action or lack of action causes the levy of fines, interest, or penalties will indemnify and hold all other PARTIES harmless per the terms of this AGREEMENT.

Project Files

78. CCOG will furnish CALTRANS with the Project History Files related to the PROJECT facilities on State Highway System within sixty (60) days following the completion of each PROJECT COMPONENT. CCOG will assure that the Project History Files are prepared and submitted in compliance with the Project Development Procedures Manual and Construction Manual.

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GENERAL CONDITIONS

79. All portions of this AGREEMENT, including the RECITALS section, are enforceable.

Venue

80. PARTIES understand that this AGREEMENT is in accordance with and governed by the Constitution and laws of the State of California. This AGREEMENT will be enforceable in the State of California. Any PARTY initiating legal action arising from this AGREEMENT will file and maintain that legal action in the Superior Court of the county

in which the CALTRANS district office that is signatory to this AGREEMENT resides, or in the Superior Court of the county in which the PROJECT is physically located.

Exemptions

81. All CALTRANS' obligations and commitments under this AGREEMENT are subject to the appropriation of resources by the Legislature, the State Budget Act authority, programming and allocation of funds by the California Transportation Commission (CTC).

Indemnification

82. Neither CALTRANS nor any of its officers and employees, are responsible for any injury, damage, or liability occurring by reason of anything done or omitted to be done by CCOG, its contractors, sub-contractors, and/or its agents under or in connection with any work, authority, or jurisdiction conferred upon CCOG under this AGREEMENT. It is understood and agreed that CCOG, to the extent permitted by law, will defend, indemnify, and save harmless CALTRANS and all of its officers and employees from all claims, suits, or actions of every name, kind, and description brought forth under, but not limited to, tortious, contractual, inverse condemnation, or other theories and assertions of liability occurring by reason of anything done or omitted to be done by CCOG, its contractors, sub-contractors, and/or its agents under this AGREEMENT.

83. Neither CCOG nor any of its officers and employees, are responsible for any injury, damage, or liability occurring by reason of anything done or omitted to be done by CALTRANS, its contractors, sub-contractors, and/or its agents under or in connection with any work, authority, or jurisdiction conferred upon CALTRANS under this AGREEMENT. It is understood and agreed that CALTRANS, to the extent permitted by law, will defend, indemnify, and save harmless CCOG and all of its officers and employees from all claims, suits, or actions of every name, kind, and description brought forth under, but not limited to, tortious, contractual, inverse condemnation, or other theories and assertions of liability occurring by reason of anything done or omitted to be

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done by CALTRANS, its contractors, sub-contractors, and/or its agents under this AGREEMENT.

Non-parties

84. PARTIES do not intend this AGREEMENT to create a third-party beneficiary or define duties, obligations, or rights for entities in PARTIES not signatory to this AGREEMENT. PARTIES do not intend this AGREEMENT to affect their legal liability by imposing any standard of care for fulfilling the WORK different from the standards imposed by law.

85. PARTIES will not assign or attempt to assign obligations to entities not signatory to this AGREEMENT without an amendment to this AGREEMENT.

Ambiguity and Performance

86. Neither PARTY will interpret any ambiguity contained in this AGREEMENT against the other PARTY. PARTIES waive the provisions of California Civil Code, Section 1654.

A waiver of a PARTY's performance under this AGREEMENT will not constitute a continuous waiver of any other provision.

87. A delay or omission to exercise a right or power due to a default does not negate the use of that right or power in the future when deemed necessary.

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Defaults

88. If any PARTY defaults in its performance of the WORK, a non-defaulting PARTY will request in writing that the default be remedied within thirty (30) calendar days. If the

defaulting PARTY fails to do so, the non-defaulting PARTY may initiate dispute resolution.

Dispute Resolution

89. PARTIES will first attempt to resolve AGREEMENT disputes at the PROJECT team level as described in the Quality Management Plan. If they cannot resolve the dispute themselves, the CALTRANS District Director and the Executive Officer of CCOG will attempt to negotiate a resolution. If PARTIES do not reach a resolution, PARTIES' legal counsel will initiate mediation. PARTIES agree to participate in mediation in good faith and will share equally in its costs.

Neither the dispute nor the mediation process relieves PARTIES from full and timely performance of the WORK in accordance with the terms of this AGREEMENT. However, if any PARTY stops fulfilling its obligations, any other PARTY may seek equitable relief to ensure that the WORK continues.

Except for equitable relief and/or to preserve the statute of limitations, no PARTY may file a civil complaint until after mediation, or forty-five (45) calendar days after filing the written mediation request, whichever occurs first.

PARTIES will file any civil complaints in the Superior Court of the county in which the CALTRANS District Office signatory to this AGREEMENT resides or in the Superior Court of the county in which the PROJECT is physically located.

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90. PARTIES maintain the ability to pursue alternative or additional dispute remedies if a previously selected remedy does not achieve resolution.

Prevailing Wage

91. When WORK falls within the Labor Code § 1720(a)(1) definition of "public works" in that it is construction, alteration, demolition, installation, or repair; or maintenance work under Labor Code § 1771, PARTIES will conform to the provisions of Labor Code §§ 1720-1815, and all applicable provisions of California Code of Regulations, Title 8, Division 1, Chapter 8, Subchapter 3, Articles 1-7. PARTIES will include prevailing wage

requirements in contracts for public work and require contractors to include the same prevailing wage requirements in all subcontracts.

Work performed by a PARTY's own employees is exempt from the Labor Code's Prevailing Wage requirements.

If WORK is paid for, in whole or part, with federal funds and is of the type of work subject to federal prevailing wage requirements, PARTIES will conform to the provisions of the Davis-Bacon and Related Acts, 40 U.S.C. §§ 3141-3148.

When applicable, PARTIES will include federal prevailing wage requirements in contracts for public works. WORK performed by a PARTY's employees is exempt from federal prevailing wage requirements.

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REIMBURSEMENT SUMMARY

FUNDING TABLE				
IMPLEMENTING AGENCY:			**CCOG**	
Source	**Party**	**Fund Type**	**PA&ED**	**Totals**
STATE	CCOG	STIP/RIP	300,000	300,000
Totals			300,000	300,000

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SPENDING TABLE		
	PA&ED	
Fund Type	**CCOG**	**Totals**
STIP/RIP	300,000	300,000
Totals	300,000	300,000

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Funding

92. If there are insufficient funds available in this AGREEMENT to place the PROJECT right-of-way in a safe and operable condition, the appropriate IMPLEMENTING AGENCY will fund these activities until such time as PARTIES amend this AGREEMENT.

That IMPLEMENTING AGENCY may request reimbursement for these costs during the amendment process.

93. If there are insufficient funds in this AGREEMENT to implement the obligations and responsibilities of this AGREEMENT, including the applicable commitments and conditions included in the PROJECT environmental documentation, permits, agreements, and/or approvals that are in effect at a time that WORK stops, each PARTY accepts responsibility to fund their respective WORK until such time as PARTIES amend this AGREEMENT.

Each PARTY may request reimbursement for these costs during the amendment process.

94. The cost of any engineering support performed by CALTRANS includes all direct and applicable indirect costs. CALTRANS calculates indirect costs based solely on the type of funds used to pay support costs. State and federal funds administered by CALTRANS are subject to the current Program Functional Rate. All other funds are subject to the current Program Functional Rate and the current Administration Rate. The Program Functional Rate and Administration Rate are adjusted periodically.

In accordance with California law, the Administration Rate is capped at 10 percent for Self-Help Counties with a countywide sales tax measure dedicated to transportation improvements.

95. If the WORK is funded with state or federal funds, any PARTY seeking CALTRANS reimbursement of indirect costs must submit an indirect cost rate proposal and central service cost allocation plan (if any) in accordance with Local Assistance Procedures Manual, 2 CFR, Part 200 and Chapter 5. These documents are to be submitted annually to

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CALTRANS' Audits and Investigations for review and acceptance prior to CALTRANS' reimbursement of indirect costs.

96. Travel, per diem, and third-party contract reimbursements for WORK are to be paid from the funds in this AGREEMENT only after the contractor performs the work and incurs said costs.

Payments for travel and per diem will not exceed the rates paid rank and file state employees under current California Department of Human Resources (CalHR) rules current at the effective date of this AGREEMENT.

If CCOG invoices for rates in excess of CalHR rates, CCOG will fund the cost difference and reimburse CALTRANS for any overpayment.

97. In accordance with the CALTRANS Federal-Aid Project Funding Guidelines, PARTIES must obtain approval from the Federal Highway Administration prior to any PROJECT funding changes that will change the federal share of funds.

98. Notwithstanding the terms of this AGREEMENT, PARTIES agree to abide by the funding guidelines for all contributed funds that are programmed and allocated by the CTC.

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Invoicing and Payment

99. PARTIES will invoice for funds where the SPENDING TABLE shows that one PARTY provides funds for use by another PARTY. PARTIES will pay invoices within forty-five (45) calendar days of receipt of invoice when not paying with Electronic Funds Transfer (EFT). When paying with EFT, CCOG will pay invoices within five (5) calendar days of receipt of invoice.

100. When a PARTY is reimbursed for actual cost, invoices will be submitted each month for the prior month's expenditures. After all PROJECT COMPONENT WORK is complete, PARTIES will submit a final accounting of all PROJECT COMPONENT costs. Based on

the final accounting, PARTIES will invoice or refund as necessary to satisfy the financial commitments of this AGREEMENT.

101. If an executed Program Supplement Agreement (PSA) or STIP Planning, Programming, and Monitoring Program Fund Transfer Agreement (PPM) exists for this PROJECT then CCOG will abide by the billing and payment conditions detailed for the fund types identified in the PSA or PPM.

102. If CALTRANS reimburses CCOG for any costs later determined to be unallowable, CCOG will reimburse those funds.

Project Approval and Environmental Document (PA&ED)

103. CCOG will invoice and CALTRANS will reimburse for actual costs incurred and paid.

SIGNATURES

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PARTIES are authorized to enter into this AGREEMENT and have delegated to the undersigned the authority to execute this AGREEMENT on behalf of the respective agencies and hereby covenants to have followed all the necessary legal requirements to validly execute this AGREEMENT. By signing below, the PARTIES each expressly agree to execute this AGREEMENT electronically.

The PARTIES acknowledge that executed copies of this AGREEMENT may be exchanged by facsimile or email, and that such copies shall be deemed to be effective as originals.

STATE OF CALIFORNIA
DEPARTMENT OF TRANSPORTATION

Grace Magsayo
District Director

HQ Legal Representative
HQ Legal Rep Title

Verification of Funds and Authority:

Adriana Alicea
Adriana.Alicea@dot.ca.gov

Certified as to financial terms and policies:

Lai Saephan
HQ Accounting Supervisor

CALAVERAS COUNCIL OF GOVERNMENTS

TBD
Title TBD

Attest:

name TBD
Title TBD

name TBD
Title TBD

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