

**PERSONAL SERVICES CONTRACT**

County of Nevada, California

This Personal Services Contract is made between the COUNTY OF NEVADA (herein "County"), and

**Dokken Engineering**

(herein "Contractor"), wherein County desires to retain a person or entity to provide the following services, materials and products generally described as follows:

(§1) **Professional Engineering Services for the Hirschdale Road @ Hinton Overhead UPRR Bridge Rehabilitation and Seismic Retrofit Project**

**SUMMARY OF MATERIAL TERMS**

(§2) **Maximum Contract Price:**           \$267,902            
(§3) **Contract Beginning Date:**           7/26/2016                **Contract Termination Date:**           12/31/2020            
(§4) **Liquidated Damages:**           N/A          

**INSURANCE POLICIES**

Designate all required policies:

		Req'd	Not Req'd
(§6) <b>Commercial General Liability</b>	(\$1,000,000)	<u>          x          </u>	<u>          _____          </u>
(§7) <b>Automobile Liability</b>	(\$ 300,000) Personal Auto	<u>          _____          </u>	<u>          x          </u>
	(\$1,000,000) Business Rated	<u>          x          </u>	<u>          _____          </u>
	(\$1,000,000) Commercial Policy	<u>          _____          </u>	<u>          x          </u>
(§8) <b>Worker's Compensation</b>		<u>          x          </u>	<u>          _____          </u>
(§9) <b>Errors and Omissions</b>	(\$1,000,000)	<u>          x          </u>	<u>          _____          </u>

**LICENSES AND PREVAILING WAGES**

(§14) Designate all required licenses:  
California Civil Engineering License

**NOTICE & IDENTIFICATION**

(§26) **Contractor:** **Dokken Engineering**  
110 Blue Ravine Road, Suite 200  
Folsom, CA 95630-8709

**County of Nevada:**  
950 Maidu Avenue  
Nevada City, CA 95959

Contact Person:  
Matt Griggs  
e-mail: [mgriggs@dokkenengineering.com](mailto:mgriggs@dokkenengineering.com)

Contact Person:  
Joshua Pack  
e-mail: [Joshua.pack@co.nevada.ca.us](mailto:Joshua.pack@co.nevada.ca.us)  
Org Code: 1114-30154-702-3000/540712

**Contractor is a:** (check all that apply)

Corporation:	<input checked="" type="checkbox"/> Calif.,	<input type="checkbox"/> Other,	<input type="checkbox"/> LLC,	<input type="checkbox"/> Non-profit
Partnership:	<input type="checkbox"/> Calif.,	<input type="checkbox"/> Other,	<input type="checkbox"/> LLP,	<input type="checkbox"/> Limited
Person:	<input type="checkbox"/> Individ.,	<input type="checkbox"/> Dba,	<input type="checkbox"/> Ass'n	<input type="checkbox"/> Other

**EDD:** Independent Contractor Worksheet Required:  Yes  No  
**HIPAA:** Schedule of Required Provisions (Exhibit D):  Yes  No

**ATTACHMENTS**

Designate all required attachments:

	Req'd	Not Req'd
<b>Exhibit A: Schedule of Services</b> (Provided by Contractor)	<u>          x          </u>	<u>          _____          </u>
<b>Exhibit B: Schedule of Charges and Payments</b> (Paid by County)	<u>          x          </u>	<u>          _____          </u>
<b>Exhibit C: Schedule of Changes</b> (Additions, Deletions & Amendments)	<u>          x          </u>	<u>          _____          </u>
<b>Exhibit D: Schedule of HIPAA Provisions</b> (Protected Health Information)	<u>          _____          </u>	<u>          x          </u>

### Terms

Each term of this Contract below specifically incorporates the information set forth in the Summary at page one (1) above as to each respective section (§) therein, as the case may be.

### Services

#### **1. Scope of Services:**

Contractor shall provide all of the services, materials and products (herein "Services") generally described in **Exhibit "A"**, according to a performance schedule, if applicable, as set forth in said exhibit (herein "Performance Schedule"). If requested, Contractor agrees to serve as an expert witness for County in any third party action or proceeding arising out of this Contract.

### Payment

#### **2. Charges and Payments:**

The charges (herein "Charges") for furnishing the aforesaid Services under this Contract are set forth in **Exhibit "B"**, including, if applicable, hourly rates, unit pricing, and expense, mileage and cost limits. Said Charges shall be presented monthly by invoice, and shall be due within thirty (30) days of receipt unless payment is otherwise set forth in said **Exhibit "B"**, and shall remain in effect for the entire term of this Contract, and any extension hereof. In no event will the cost to County for Services to be provided under this Contract, including direct non-salary expenses, exceed the **Maximum Contract Price** set forth at §2, page one (1), above.

### Time for Performance

#### **3. Contract Term:**

This Contract shall commence on the **Contract Beginning Date** set forth at §3, page one (1), above. All Services required to be provided by this Contract shall be completed and ready for acceptance no later than the **Contract Termination Date** set forth at §3, page one (1), above.

#### **4. Liquidated Damages:**

County and Contractor agree that damages to County due to delays in timely providing Services in accordance with the aforesaid Performance Schedule and Contract Termination Date are impractical and difficult to ascertain. Therefore, if §4 at page one (1) hereof shall indicate a daily amount as **Liquidated Damages**, County shall have the right to assess said daily sum, not as a penalty, but as and for damages to County due to delays in providing Services not in accordance with the said Performance Schedule, or later than the Contract Termination Date (herein "Delay"). Liquidated Damages shall be offset against amounts owing to Contractor, including retention sums.

To the extent that any Delay is a result of matters or circumstances wholly beyond the control of Contractor, County may excuse said Liquidated Damages; provided however, that County may condition such excuse upon Contractor having given prompt notice to County of such delay immediately by telephone and thereafter by written explanation within a reasonable time. The time for Contractor's performance shall be extended by the period of delay, or such other period as County may elect.

#### **5. Time of the Essence:**

Time is of the essence with respect to Contractor's performance under this Contract. Delay in meeting the time commitments contemplated herein will result in the assessment of liquidated damages, if indicated at §4 at page one (1), hereof. If Liquidated Damages are not so indicated, damages shall be as otherwise provided by law.

### Insurance

#### **6. Commercial General Liability Insurance:** (County Resolution No. 90674)

If §6 at page one (1) hereof shall indicate a **Commercial General Liability** insurance policy is required, Contractor shall promptly provide proof of such insurance evidenced by a certificate of insurance with properly executed endorsements attached, which insurance shall include the following:

- (i) Broad form coverage for liability for death or bodily injury to a person or persons, and for property damage, combined single limit coverage, in the minimum amount indicated at said §6;

- (ii) An endorsement naming County as an additional insured under said policy, with respect to claims or suits arising from the Services provided or the relationships created under this Contract;
- (iii) A provision that said insurance shall be primary and other insurance maintained by the County of Nevada shall be excess only and not contributing with Contractor's insurance;
- (iv) A provision that said insurance shall provide for thirty (30) days written notice to County of any termination or change in coverage protection, or reduction in coverage limits (except ten (10) days notice for non-payment of premium).

**7. Automobile Liability Insurance:** (County Resolution No. 90676)

If §7 at page one (1) hereof shall require either a Business Rated or a Commercial Automobile Liability insurance policy, for each vehicle used including non-owned and hired automobiles, Contractor shall promptly provide proof of such insurance evidenced by a certificate of insurance with properly executed endorsements attached, which insurance shall include the following provisions:

- (i) Liability protection for death or bodily injury to a person or persons, property damage, and uninsured and underinsured coverage, combined single limit coverage, in the minimum amount indicated at said §7;
- (ii) An endorsement naming County as an additional insured under said policy, with respect to claims or suits arising from the Services provided or the relationships created under this Contract;
- (iii) A provision that said insurance shall be primary and other insurance maintained by the County of Nevada shall be excess only and not contributing with Contractor's insurance;
- (iv) A provision that said insurance shall provide for thirty (30) days written notice to County of any termination or change in coverage protection, or reduction in coverage limits (except ten (10) days notice for non-payment of premium).

If §7 at page one (1) hereof shall require a Personal Auto policy, for each vehicle used including non-owned and hired automobiles, Contractor shall promptly provide proof of such insurance for a minimum of three hundred thousand dollars, (\$300,000), in combined single limits, and naming the County as additionally insured.

**8. Worker's Compensation:** (County Resolution No. 90674)

If §8 at page one (1) hereof shall indicate a **Worker's Compensation** insurance policy is required, Contractor shall maintain said policy as required by law, and shall promptly provide proof of such insurance evidenced by a certificate of insurance, or other documentation acceptable to County.

Before commencing to utilize employees in providing Services under this Contract, Contractor warrants that it will comply with the provisions of the California Labor Code, requiring Contractor to be insured for worker's compensation liability or to undertake a program of self-insurance therefor.

**9. Errors and Omissions:**

If §9 at page one (1) hereof shall indicate **Errors and Omissions** insurance is required, Contractor shall maintain either a professional liability or errors & omissions policy in the minimum amount indicated, and shall promptly provide proof of such insurance evidenced by a certificate of insurance, or other documentation acceptable to County.

**10. Miscellaneous Insurance Provisions:** (County Resolution No. 90675)

All policies of insurance required by this Contract shall remain in full force and effect throughout the life of this Contract and shall be payable on a "per occurrence" basis unless County specifically consents to "claims made" coverage. If the County does consent to "claims made" coverage and if Contractor changes insurance carriers during the term of this Contract or any extensions hereof, then Contractor shall carry prior acts coverage.

Insurance afforded by the additional insured endorsement shall apply as primary insurance, and other insurance maintained by County, its officers, agents and/or employees, shall be excess only and not contributing with insurance required or provided under this agreement.

At all times, Contractor shall keep and maintain in full force and effect throughout the duration of this Contract, policies of insurance required by this Contract which policies shall be issued by companies with a Best's Rating of B+ or higher (B+, B++, A-, A, A+ or A++), or a Best's Financial Performance Rating (FPR) of 6 or higher (6, 7, 8 or 9) according to the current Best's Key Rating Guide, or shall be issued by companies

approved by the County Risk Manager. In the event the Best's Rating or Best's FPR shall fall below the rating required by this paragraph, Contractor shall be required to forthwith secure alternate policies which comply with the rating required by this paragraph, or be in material breach of this Contract.

Failure to provide and maintain the insurance policies (including Best's ratings), endorsements, or certificates of insurance required by this Contract shall constitute a material breach of this agreement (herein "Material Breach"); and, in addition to any other remedy available at law or otherwise, shall serve as a basis upon which County may elect to suspend payments hereunder, or terminate this Contract, or both. (See §13, ¶2, below, as these provisions additionally apply to subcontractors.)

#### **11. Indemnity:**

Nothing herein shall be construed as a limitation of Contractor's liability, and Contractor shall indemnify, defend and hold harmless the County and its officers, officials, employees, agents and volunteers from any and all liabilities, claims, demands, damages, losses and expenses (including, without limitation, defense costs and attorney fees of litigation) which result from the negligent act, willful misconduct, or error or omission of Contractor, except such loss or damage which was caused by the sole negligence or willful misconduct of County or its officers, officials, employees, agents and volunteers.

### **Personal Services**

#### **12. Contractor as Independent:**

In providing services herein, Contractor, and the agents and employees thereof, shall act in an independent capacity and as an independent contractor and not as agents or employees of County.

#### **13. Assignment and Subcontracting:**

Except as specifically provided herein, the rights, responsibilities, duties and Services to be performed under this Contract are personal to the Contractor and may not be transferred, subcontracted, or assigned without the prior written consent of County. Contractor shall not substitute nor replace any personnel for those specifically named herein or in its proposal without the prior written consent of County.

Contractor shall cause and require each transferee, subcontractor and assignee to comply with the insurance provisions set forth herein at §§6, 7, 8, 9 and 10, to the extent such insurance provisions are required of Contractor under this Contract. Failure of Contractor to so cause and require such compliance by each transferee, subcontractor and assignee shall constitute a Material Breach of this agreement, and, in addition to any other remedy available at law or otherwise, shall serve as a basis upon which County may elect to suspend payments hereunder, or terminate this Contract, or both.

#### **14. Licensing and Permits:**

Contractor warrants (i) Contractor is qualified and competent to provide all Services under this contract; (ii) Contractor and all employees of Contractor hold all necessary and appropriate licenses therefor, including those licenses set forth at §14, page one (1) hereof; and, (iii) Contractor shall obtain, and remain in compliance with, all permits necessary and appropriate to provide said Services. Contractor shall cause said licenses and permits to be maintained throughout the life of this Contract. Failure to do so shall constitute a Material Breach of this agreement, and, in addition to any other remedy available at law or otherwise, shall serve as a basis upon which County may elect to suspend payments hereunder, or terminate this Contract, or both.

### **Public Contracts**

#### **15. Prevailing Wage and Apprentices:**

To the extent made applicable by law, performance of this Contract shall be in conformity with the provisions of California Labor Code, Division 2, Part 7, Chapter 1, commencing with Section 1720 relating to prevailing wages which must be paid to workers employed on a public work as defined in Labor Code §§1720, et seq.; and shall be in conformity with Title 8 of the California Code of Regulations §§200 et seq., relating to apprenticeship. Where applicable:

- (i) Contractor shall comply with the provisions thereof at the commencement of Services to be provided herein, and thereafter during the term of this Contract. A breach of the requirements of this section shall be deemed a material breach of this contract. Applicable prevailing wage determinations are available on the California Department of Industrial Relations website at <http://www.dir.ca.gov/OPRL/PWD>.

(ii) Contractor and all subcontractors must comply with the requirements of Labor Code Section 1771.1(a) pertaining to registration of contractors pursuant to Section 1725.5. Registration and all related requirements of those Sections must be maintained throughout the performance of the Contract.

(iii) Contracts to which these prevailing wage requirements apply are subject to compliance monitoring and enforcement by the Department of Industrial Relations. Each contractor and subcontractor must furnish certified payroll records to the Labor Commissioner at least monthly.

(iv) The County is required to provide notice to the Department of Industrial Relations of any public work contract subject to prevailing wages within five (5) days of award.

**16. Accessibility** (County Resolution No. 00190):

It is the policy of the County of Nevada that all County services, programs, meetings, activities and facilities shall be accessible to all persons, and shall be in compliance with the provisions of the Americans With Disabilities Act and Title 24, California Code of Regulations. To the extent this Contract shall call for Contractor to provide County contracted services directly to the public, Contractor shall certify that said direct Services are and shall be accessible to all persons.

**17. Nondiscriminatory Employment:**

In providing Services hereunder, Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, age, sex, national origin, political affiliation, ancestry, marital status or disability. This policy does not require the employment of unqualified persons.

**18. Prior Nevada County Employment** (County Resolution No. 03-353):

Effective July 22, 2003, it is the policy of the County of Nevada that former members of the Board of Supervisors, a former CEO, or a former Purchasing Agent, for a period of twelve (12) months following the last day of employment, shall not enter into any relationship wherein that former employee or former Board member receives direct remuneration from a legal entity that, during the last twelve (12) months of said employment or Board member's service, entered into a contract with, or received a grant from the County of Nevada. Provided however, that this prohibition shall not apply to any employee that did not personally approve a contract with or grant to said legal entity during the last twelve (12) months of said employment, and shall not apply when the Board of Supervisors did not approve a contract with or grant to said legal entity during the last twelve (12) months of said Board member's service.

A violation of this policy shall subject Contractor to all of the remedies enumerated in said resolution and as otherwise provided in law, which remedies shall include but not be limited to injunctive relief, cancellation and voiding of this contract by County, a return of grant money, a cause of action for breach of contract, and entitlement to costs and reasonable attorney fees in any action based upon a breach of contract under this provision.

**19. Cost Disclosure:**

In accordance with Government Code Section 7550, should a written report be prepared under or required by the provisions of this Contract, Contractor agrees to state in a separate section of said report the numbers and dollar amounts of all contracts and subcontracts relating to the preparation of said report

**Default and Termination**

**20. Termination:**

A Material Breach of this Contract pursuant to the terms hereof or otherwise, in addition to any other remedy available at law or otherwise, shall serve as a basis upon which County may elect to immediately suspend payments hereunder, or terminate this contract, or both, **without notice**.

If Contractor fails to timely provide in any manner the services materials and products required under this Contract, or otherwise fails to promptly comply with the terms of this Contract, or violates any ordinance, regulation or other law which applies to its performance herein, County may terminate this Contract by giving **five (5) days written notice** to Contractor.

Either party may terminate this Contract for any reason, or without cause, by giving **thirty (30) calendar days written notice** to the other, which notice shall be sent by registered mail in conformity with the notice provisions, below. In the event of termination not the fault of the Contractor, the Contractor shall be paid for services performed to the date of termination in accordance with the terms of this Contract. Contractor shall be excused for failure to perform services herein if such performance is prevented by acts of God, strikes, labor disputes or other forces over which the Contractor has no control.

County, upon giving **sixty (60) calendar days written notice** to Contractor, shall have the right to terminate its obligations under this Contract at the end of any fiscal year if the County or the State of California, as the case may be, does not appropriate funds sufficient to discharge County's obligations coming due under this contract.

### Miscellaneous

#### **21. Books of Record and Audit Provision:**

Contractor shall maintain complete records relating to this Contract for a period of five (5) years from the completion of Services hereunder. Said records shall include but not be limited to bids and all supporting documents, original entry books, canceled checks, receipts, invoices, payroll records including subsistence, travel and field expenses, together with a general ledger itemizing all debits and credits

Contractor shall permit County to audit said records as well as such related records of any business entity controlled by Contractor. Said audit may be conducted on Contractor's premises or at a location designated by County, upon fifteen (15) days notice. Contractor shall promptly refund any moneys erroneously charged and shall be liable for the costs of audit if the audit establishes an over-charged of five percent (5%) or more of the Maximum Contract Price.

#### **22. Intellectual Property:**

All original photographs, diagrams, plans, documents, information, reports, computer code and all recordable media together with all copyright interests thereto (herein "Intellectual Property"), which concern or relate to this Contract and which have been prepared by, for or submitted to Contractor, shall be the property of County, and upon fifteen (15) days demand therefor, shall be promptly delivered to County without exception. Provided however, for personal purposes only and not for commercial, economic or any other purpose, Contractor may retain a copy of Contractor's work product hereunder.

#### **23. Entire Agreement:**

This Contract represents the entire agreement of the parties, and no representations have been made or relied upon except as set forth herein. This Contract may be amended or modified only by written, fully executed agreement of the parties.

#### **24. Jurisdiction and Venue:**

This Contract shall be construed in accordance with the laws of the State of California and the parties hereto agree that venue shall be in Nevada County, California.

#### **25. Compliance with Applicable Laws:**

The Contractor shall comply with any and all federal, state and local laws, codes, ordinances, rules and regulations which relate to, concern or affect the Services to be provided by this Contract.

#### **26. Notices:**

This Contract shall be managed and administered on County's behalf by the department and the person set forth at §26, page one (1) of this Contract, and all invoices shall be submitted to and approved by this Department. In addition to personal service, all notices may be given to County and to Contractor by first class mail addressed as set forth at said §26 Said notices shall be deemed received the fifth (5th) day following the date of mailing or the earlier date of personal service, as the case may be.

#### **27. Authority:**

All individuals executing this Contract on behalf of Contractor represent and warrant that they are authorized to execute and deliver this Contract on behalf of Contractor.

**IN WITNESS WHEREOF**, the parties have executed this Contract effective on the Beginning Date, above.

**CONTRACTOR:**

**COUNTY OF NEVADA:**

\_\_\_\_\_  
Name:  
Title:

\_\_\_\_\_  
Honorable Dan Miller  
Chair, Board of Supervisors

Dated: \_\_\_\_\_

Dated: \_\_\_\_\_

Attest: \_\_\_\_\_  
Julie Patterson Hunter  
Clerk of the Board

**EXHIBIT "A"**

**SCHEDULE OF SERVICES**

(Provided By Contractor)



# EXHIBIT A – SCOPE OF SERVICES, HINTON OVERHEAD

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## EXHIBIT A – SCOPE OF SERVICES, HINTON OVERHEAD

*Revised June 23, 2016*

The following scope of work is intended to provide all environmental studies, engineering and permitting necessary to obtain ready to advertise plans, specifications and estimates for the Hinton Overhead Rehabilitation on Hirschdale Road. The project is anticipated to repair and seismically improve the existing structure. The budgets for many of the following tasks are based on the Hinton Overhead and the Truckee River being delivered on the schedule.

Project design will be based upon the Caltrans 2015 Standard Plans and Standard Specifications and modified for the Nevada County Road Standards and Public Works Standard Drawings.

### TASK 1 PROJECT MANAGEMENT

Dokken Engineering (Dokken) Project Management includes regular in-person meetings, in-person deliveries, presentation of work products, development and monitoring of action items, monthly progress reports, work progress monitoring, budget monitoring, coordination and communication.

The Dokken project manager will work closely with the County Project Manager and continuously inform the County Project Manager of all project activities. The duration of the project management effort is expected to be continuous through completion of the job.

The following project management tasks are budgeted to extend through the environmental and design phase of the project.

#### Task 1.1 Project Management

**Coordination** – Close contact will be maintained between the Project Manager, all sub-consultants, the County Project Manager, project personnel, and regulatory agencies. The Project Manager will act as the principal liaison between Nevada County and our staff at Dokken.

**Communication** – Effective communication through in-person visits, focused meetings, telephone calls and e-mails to the County will be performed to discuss specific project issues by the Project Manager. Regular communication with team members, the County and other agency personnel will be facilitated through the Project Manager.

**Progress Reports** will be submitted monthly to Nevada County. These reports will include the work performed during that period, a discussion of issues/decisions, recommendations to address issues, budget status, and anticipated work for the following month. The progress report will be submitted with the monthly invoice. Dokken Engineering's Project Manager is responsible for maintaining cost control for each task, including our sub-consultants.

Dokken will provide and maintain a detailed Milestone Schedule for each bridge and a less detailed program wide Microsoft Project Schedule. The Milestone Schedule is a simple one page schedule to assist in project communication. In addition, a global schedule using Microsoft Project will be prepared that will identify major delivery milestones for each bridge project and identify the construction year for each project. Dokken Engineering's Project Manager will closely monitor the schedules and discuss updates with the County Project Manager.

Dokken will coordinate with all major stakeholders to obtain their support or acceptance of the project. Stakeholder coordination is anticipated to include:

- |   |                              |
|---|------------------------------|
| I. Property Owners                          | II. US Forest Service        |
| III. Fire Department                        | IV. Other County Departments |
| V. Caltrans Environmental                   | VI. Homeowners Association   |
| VII. Caltrans District 3 (Local Assistance) | IX. Permit Agencies          |
| VIII. Caltrans HQ Structures                | X. Union Pacific             |



**Task 1.2 Project Meetings**

Monthly Project Delivery Team (PDT) meetings or conference calls will be held with County staff and other representatives, as necessary, to discuss work progress, decisions made, schedule and considerations for the County. Status meetings will be held at the County. Dokken will prepare the meeting agenda, distribute the agenda prior to the meeting, arrange for appropriate participants to attend, and prepare and distribute the meeting minutes to the participants within five working days after the meeting.

Dokken will schedule one-on-one meetings with the adjacent property owners to discuss the project description, timing and answer any questions the property or business owner may have. The County will be invited to attend these meetings. These meetings will be used to assess the feasibility of obtaining temporary construction easements or permanent roadway easements from the property owners adjacent to the bridge.

**Task 1.3 Public Outreach**

Dokken will prepare 4 brief Fact Sheet mailers during the course of the project as follows: 1) at the 30% design to notify the public of the project being planned, 2) an invitation to the public meeting and notice of the pending environmental document circulation, 3) notification that construction is planned to begin, and 4) notification of project award, contractor, RE Contact and some work timeframe details. The mailers will address both the Hinton OH and the Truckee River Bridge.

Dokken will present the project at two public meetings: 1) an evening meeting in the Hirschdale area prior to circulation, and 2) a Board presentation later in the project. The public meeting and Board presentation will address both the Hinton OH and the Truckee River Bridge.

Because this project is 1 of 7 projects contracted with Dokken, a webpage will be established to provide the community information on the plan and schedule for each of the 7 projects. The effort to maintain this webpage with current applicable information will be shared by the 7 projects.

**Task 1.4 Funding Support**

Dokken will prepare Request for Authorizations (RFA’s) to Caltrans Local Assistance for County review and signature. It is anticipated that HBP RFA submittals will be necessary for right of way, and construction authorizations. Funding support may also include Form 6D scope revisions to ensure programming is coordinated with the current project schedule, scope and annual bridge programming surveys.

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| <p><b><u>Deliverables – Task 1</u></b></p> <ul style="list-style-type: none"> <li>• Monthly Progress Report and Invoice</li> <li>• Schedule and Updates</li> <li>• Meeting Agendas and Minutes</li> <li>• Project Fact Sheet Mailers, Public Meetings</li> <li>• RFA and HBP Funding Support Information</li> </ul> |
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**TASK 2 SURVEYING AND BASE MAPPING**

Unico Engineering (UNICO) will perform topographic surveying for the project and recover property corner and/or record of survey monumentation near the project site. UNICO will provide the necessary traffic control for the surveying. UNICO will prepare the ROW base map and Dokken will prepare the necessary plat maps and legal descriptions for acquisitions.



Land surveys will be tied to the California Coordinate System (CCS83) and based horizontally on the North American Datum of 1983 (NAD83); and vertically on the National Geodetic Vertical Datum of 1988 (NGVD88), in the project area.

**Task 2.1 Topographic Surveys**

UNICO will perform a detailed survey of the existing bridge over the UPRR. UNICO will locate deck, slabs, rails, barriers, abutments, wing walls and openings. Because of the deficient vertical clearance, UNICO will perform a ground survey below the bridge that will also include the locating of the existing railroad tracks approximately 500' from each side of the bridge.

UNICO will also provide topographic surveying and mapping at the approach areas of the bridge. This will include locating roadway improvement features, visible utilities, trees, fences, drainage and ground features. The limits of the approach surveys will start 200' from each end of the bridge and will be at full right of way width. Once surveyed, UNICO will include this information in the topographic survey base file.

Permanent, durable surveying and mapping control monumentation will be set or marked at two locations, such that they will be least likely to be disturbed by construction, assure accessibility, and be clear of traffic throughout the length of the project.

**Task 2.2 ROW Base Map**

UNICO will research and review existing available data as it relates to this project and utilize as necessary. UNICO will research record maps and deed documents along the project limits. UNICO will perform a field survey to locate sufficient monuments of record to resolve and map the record right of way, easements and adjacent property boundaries along the areas of the two bridges. UNICO will prepare a right of way and boundary base drawing in AutoCAD format from readily available record information. UNICO will utilize the NAD83, California State Plane Coordinate System, Zone 2 horizontal datum and NAVD88 vertical datum, unless otherwise specified. UNICO will set project control for ground surveys and for future construction control at locations to be preserved for the project duration.

**Task 2.3 Title Report (1)**

A Preliminary Title Report will be obtained for Union Pacific Railroad parcel.

**Task 2.4 Plat Maps and Legal Descriptions for Acquisitions**

Dokken will prepare 3 plat maps and legal descriptions for temporary or permanent right of way acquisitions estimated in Task 13. The plat maps and legal descriptions will be prepared and signed under the direction of a licensed land surveyor.

<u>Deliverables – Task 2</u>	
• Survey Control Monuments	• Right of Way Base Map
• Topographic Base Mapping	• Plat Maps and Legal Descriptions
• Point Files	• Preliminary Title Reports

**TASK 3 PRELIMINARY ENGINEERING**

**Task 3.1 Strategy Report for Overhead**

Dokken will evaluate as-built plans, past studies, inspection records, test results by Holdrege and Kull and our own field notes to establish the final seismic retrofit and rehabilitation recommendations for the Hinton Overhead. Our recommendations will be supported by calculations to demonstrate that the proposed retrofit features ensure the structure meets minimum seismic performance standards. The rehabilitation recommendations will include drainage improvements necessary to address deficiencies noted in the bridge inspection reports including: joint seals, spalling concrete, bridge railings, abutment erosion and deck deterioration.



A meeting to confirm the retrofit and rehabilitation strategy will be scheduled with the County Project Manager to conclude the project features prior to circulating the environmental document and start of detailed design. The Strategy Report will then be submitted to Darlene Wulff/District 3 and Scott Straub/Caltrans Structures to obtain HBP endorsement.

**Task 3.2 Diagnostic Meeting with PUC and UPR at Site**

Dokken will contact UPR, Caltrans, County and PUC to schedule a Diagnostic Meeting for the project. The Diagnostic Meeting triggers the start of a project with the UPR and PUC. The meeting will be held on site at the overhead to discuss the need and purpose of the project. Measures to reduce the work impact on the UPR operations will be discussed including flaggers, temporary works, work windows, and clearances. Dokken will prepare minutes of the meeting and distribute them to all attendees.

**Task 3.3 Justify Clearance Design Exceptions to UPR Standards**

Dokken will prepare a design exception to document why the existing horizontal and vertical clearances between the bridge and the tracks do not meet UPR standards. The exception will justify the continued use of the bridge with the current clearances.

**Task 3.4 Roadway Plan Exhibit and Traffic Handling**

Dokken will develop the roadway layout of the existing bridge and approaches. Improvements to the approach barriers and drainage will be conceptualized on a project exhibit as well as traffic handling strategies to accommodate traffic across the bridge or detour it through Teichert. Any exceptions to County or AASHTO design standards will be documented.

**Task 3.5 UPR Right of Entry**

Dokken will arrange for a right of entry with Union Pacific Railroad. The rights of entry will be for preliminary engineering and may be utilized by the environmental staff and UNICO.

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| <p><b><u>Deliverables – Task 3</u></b></p> <ul style="list-style-type: none"> <li>• Draft Bridge Type Memorandum</li> <li>• Preliminary Roadway and Bridge Layout Plan</li> <li>• Updated Project Exhibit for Coordination</li> <li>• UPR Right of Entry</li> </ul> |
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**TASK 4 HYDRAULICS**

**Task 4.1 Bridge Deck Drainage Report**

Dokken will prepare a Bridge Deck Drainage Report to evaluate the flow of stormwater up to, across and off the bridge. The purpose of the study will be to identify drainage improvements that dispose of stormwater prior to the joints on the bridge, to minimize the amount of water left to cross the bridge joints. Minimizing water across the joints will lead to less freeze thaw damage to the joints and substructure concrete.

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| <p><b><u>Deliverable – Task 4</u></b></p> <ul style="list-style-type: none"> <li>• Bridge Deck Drainage Report</li> </ul> |
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## **TASK 5 GEOTECHNICAL**

Recommendations for Seismic Response Spectra to be used in the rehabilitation will be taken from the report prepared for the Truckee River Bridge. Two R Value samples will be collected with the Truckee River Bridge. No further borings or foundation reports are anticipated for the Overhead.

### **Task 5.1 Review Borings and Perform Laboratory Tests**

The Consultant will review the existing Log of Test Borings prepared by Taber for acceptability. The unstamped Logs of Test Borings will be included in the structure plans to permanently archive the information derived from these borings.

As part of this task, the Consultant will take one representative sample from each bridge approach to evaluate the R value of the approach material.

### **Task 5.2 Seismic Analysis Recommendation Memo**

The Consultant will prepare a Seismic Analysis Recommendation Memo to assist the design engineers in evaluating the existing and retrofitted conditions of the bridge. The memo will include development of the appropriate current seismic acceleration response spectra. The memo will include the results of the R value tests and provide them in an attachment to the memo.

The Consultant will provide up to 8 hours of support to Dokken responding to questions related to the site soils for seismic design, rehabilitation details and erosion control .

## **TASK 6 QUALITY ASSURANCE**

Dokken has identified a quality assurance team comprised of the project manager, environmental lead, and two independent senior engineers in the Dokken San Diego office.

### **Task 6.1 Quality Assurance of All Documentation**

The Project Manager will perform a quality review of all project correspondence and reports. This includes all products prepared by our subconsultants. In addition, the Project Manager will be responsible for the quality control for all products submitted to the County. The environmental manager will be responsible for quality review of all environmental studies, reports and documents as part of Tasks 7, 8 and 16.

### **Task 6.2 Quality Assurance Review of 65% Plans and Item List**

Dokken will assign a senior engineer (not previously involved in the project) from the San Diego Office to provide independent Quality Assurance (QA) for Tasks 6.2 through 6.4. It is important to utilize the same QA Engineer for each stage to “build” the quality into the subsequent reviews. The QA Engineer will perform a quality review of the design submittal. This includes design support information prepared by our geotechnical and surveying subconsultants.

Any review comments received on the prior submittal will be summarized and a Dokken response will be prepared and the required corrections made. Each comment will be addressed and the required corrections will be made. The QA Engineer will confirm the comment has been addressed and initial the comment form.

At the 65% level, the QA focus will be on the plans, the project layout, staging, utility conflicts, right of way needs, environmental constraints, special detail requirements and review of the bid item list. The project design will be reviewed against the available right of way and the recommendations in the hydraulic and geotechnical reports.

### **Task 6.3 Quality Assurance Review of 90% Plans, Specifications and Estimate**

At the 90% level, the QA focus will be on detailed plans and specification reviews. The review will look at plan call-outs of each item, to make sure it is covered on the plans, addressed in the special provisions and quantified on the item list. The reviewer will confirm that right of way and utility details were added along with traffic handling and quantities for



each item. The QA Engineer will look for any uncertainties or discrepancies that need clarification to ensure the project is biddable and buildable. A mark-up of the plans, special provisions and item list will be provided to the Project Manager.

#### **Task 6.4 Quality Assurance Review of 100% Plans, Specifications and Estimate**

At the 100% level, the QA focus will be to confirm prior review comments have been adequately addressed and review any new information added since the 90%. New information is likely to include right of way resolutions, utility resolutions, and permitting requirements, and mitigations. A mark-up of the plans, special provisions and item list will be provided to the Project Manager.

##### **Deliverables – Task 6**

- Quality Assurance Review Comment Lists
- Review Plans available upon request

### **TASK 7 ENVIRONMENTAL TECHNICAL STUDIES**

Dokken will update existing environmental technical studies prepared by LSA, pursuant to the California Environmental Quality Act (CEQA) and the National Environmental Policy Act (NEPA) requirements, as well as the policies and procedures contained in Caltrans' Environmental Handbook and Local Programs Manual. The studies will be updated to address changes to the project description and temporary impact areas for construction.

The current and updated studies will address both the Hinton Overhead and the Truckee River Bridge described as one project. For a detailed list of the subtasks in this section please refer to the "Exhibit A – Scope of Services, Truckee River Bridge".

### **TASK 8 NEPA/CEQA ENVIRONMENTAL DOCUMENT**

Dokken Engineering has determined that a draft Initial Study with Mitigation Negative Declaration (IS/MND) under CEQA and a Categorical Exclusion (CE) under NEPA would be appropriate for this project.

The current and updated NEPA and CEQA documents will address both the Hinton Overhead and the Truckee River Bridge described as one project. For a detailed list of the subtasks in this section please refer to the "Exhibit A – Scope of Services, Truckee River Bridge".

### **TASK 9 BRIDGE DESIGN**

Dokken will perform the structures design work in accordance with AASHTO LRFD Bridge Design Specifications (Fourth Edition) with California Amendments current at time of bridge design, Caltrans Bridge Design Details Manual, Caltrans Bridge Design Aids, Caltrans Bridge Memos to Designs, and Caltrans Seismic Design Criteria (SDC).

#### **Task 9.1 65% Bridge Design and Details**

Upon approval of the Rehabilitation Strategy Report by the County and Caltrans, Dokken will develop the design calculations and prepare plans for the seismic retrofit and bridge rehabilitation details. The plans will be developed in accordance with Caltrans Bridge Design Manuals, and UPR Construction and Maintenance Agreement. Design will consider temporary, permanent and transient loading conditions per the bridge design specifications and Caltrans Manuals. A full set of retrofit and rehabilitation bridge plans will be prepared with consideration for constructability, UPR requirements and public safety. The plans will indicate the staged construction approach and possible temporary load restrictions for the staging scenarios where the traffic is pushed all the way to one side or the other.

The detailed bridge plans will be quality checked against the 65% roadway and drainage plans to ensure compatibility with grading, guard railing and new storm drainage provisions.



### **Task 9.2 90% Bridge (Independent Check)**

An independent bridge design check will be performed by Dokken. The bridge independent check engineer will use the 65%, unchecked detail plan set as a basis for independent structural calculations. A complete structural analysis will be independently performed with no communication with the designer allowed until this task is complete. A thorough review of the details is performed for clarity, capacity, and constructability issues. When the independent check is complete, the checker and designer will compare their results and resolve any differences. The calculations will be corrected so that they agree substantially with each other. Agreement is then reached regarding corrections to the plans. After plan corrections, both the designer and checker will review the corrected details to ensure all concerns have been addressed.

### **Task 9.3 100% Bridge Design**

After review comments are received from the 90% Bridge PS&E, Dokken will revise the plans and coordinate the necessary changes to the specifications and estimate. Written responses to the County and Caltrans comments will be prepared and provided with the 100% submittal.

#### **Deliverables – Task 9**

- Structure plan sheets (65%, 90%, and 100%)
- Design calculations for bridge
- Independent design check calculations for bridge
- Response to QA, Caltrans and County Comments for each submittal

## **TASK 10 ROADWAY DESIGN**

### **Task 10.1 65% Roadway Plans (w/ Grading, Drainage, Signing and Striping)**

Dokken will prepare the 65% roadway plans, including grading, drainage, striping and signage upon approval of the Retrofit Strategy Report by the County and Caltrans. This submittal will be used for coordination with the UPR in order to obtain their concurrence letter for the PUC GO-88B Application. The submittal will identify temporary construction easements necessary for the project. Ditches, guardrail, and cut/fill slope designs will be completed to ensure adequate right of way exists. Construction details will be mostly developed with the 90% submittal.

### **Task 10.2 90% Roadway Plans**

Upon receipt of comments on the 65% submittal, Dokken will prepare a written response to each comment from the County and quality assurance reviewer. Resolution of any difficult comments will be facilitated at the following meeting.

Dokken will proceed with the preparation of the 90% roadway submittal. The 90% plans will include specific and unique construction details for driveways, minor roadway items, drainage culverts/ditches, fencing, guard rails, quantity sheets, and existing conforms. Plan sheets included in the 65% submittal will receive additional annotation, descriptions, and notes. The submittal will include written responses to all comments received on the prior submittal.

It is anticipated that between the 65% and 90% submittals, revisions will be made to the drainage design to coordinate with water Quality permit requirements, revegetation plans and erosion control plans (all of which will be prepared with the 90% submittal).

### **Task 10.3 100% Roadway Plans**

Upon approval of the 90% plans, Dokken will prepare roadway plans for the 100% submittal. The roadway plan updates will include final quantity tables coordinated with the quantity calculations. The utility sheets will have final disposition of utilities clearly labeled. Any final details required as permit conditions will be added to the plans. All comments from



the County, quality assurance and the permit agencies will be responded to in writing and resolution of any challenging comments will be discussed at project meetings.

#### **Task 10.4 Erosion Control Design**

The area impacted by the bridge construction will be restored with erosion control and an appropriate seed mix for the native grasses and sage. Dokken will prepare the 90% and 100% PS&E submittals for erosion control. The purpose of these plans is to stabilize the embankments against erosion and to revegetate the slopes in compliance with permit requirements. No irrigation system is anticipated to be necessary for erosion control or revegetation.

#### **Task 10.5 Temporary Detour, Access and Staging Plans**

A temporary access plan will be developed to maintain traffic on or around (via Teichert) the bridge during construction. Dokken will prepare traffic handling plans to address routing the local traffic to Boca and through Teichert if it appears an agreement can be reached with Teichert. If an agreement with Teichert cannot be reached, the plans will address traffic handling and staging across the overhead. Traffic control measures will be identified for the selected alternative. These measures may include: temporary k-rail, delineators, signage, and crash attenuators. It is anticipated that there will be partial day closures of access during deck overlay, concrete pours, joint replacements and other short term operations.

An ground access plan to reach the piers for retrofitting within the UPR Right of Way will be developed.

#### **Task 10.6 Cross Sections and Construction Staking Notes**

In conjunction with the 90% roadway plan preparation, Dokken will prepare cross sections for the project at 25-foot intervals and at each driveway or unique location. These cross sections will be used to prepare quantity check calculations and verify the roadway design. The cross sections will be updated with the final contract documents for contractor's use during bidding and construction.

Dokken will prepare the construction staking notes for horizontal and vertical control, clearing limits, line and grade offsets, rough and finishing grades, slope stakes, drainage facilities, grade breaks, angle points, BB, EB, EC, BC, BVC, EVC, PVI transition points and roadway improvements at 25-foot maximum intervals.

#### **Deliverables – Task 10**

- Roadway Plans
- Grading Plans
- Signing and Striping Plans
- Detour, Temporary Access & Traffic Handling Plans
- Roadway Cross Sections
- Construction Staking Notes

### **TASK 11 UTILITY COORDINATION**

This task includes identifying the utilities on the project site, establishing the need for relocation or protection in place, and coordinating relocation if necessary.

#### **Task 11.1 Utility Letter "A", Request for Drawings**

Dokken will send a Utility "A" Package to all utility companies serving the project area during the preparation of preliminary engineering. The Utility "A" Package will consist of a vicinity map, a County approved letter requesting as-built or record information of the location, size and depth of each utility company's facilities within the project boundaries. Information regarding prior rights and planned utility construction that may affect the project will also be requested.



Dokken will prepare a Utility Base Map from survey and as-built utility drawings. The base map will be used to identify conflicts with the proposed drainage or guard rail features approaching the bridge.

### **Task 11.2 Utility Plans and Conflict “B” Letters**

Dokken will prepare “B” letters to affected utility owners (or Notice of Conflict Letters) for County review and approval prior to transmitting conflict and draft relocation plans to utility owners. The plans transmitted will show possible utility locations on the bridge cross sections. Two sets of draft plans will be provided to each utility owner as an attachment to the transmittal letter. The transmittal letter will clearly identify this project as a County Project. Dokken will send the plans of the 65% submittal showing the existing utility location information to the utility companies for their review and comment. This will provide notice to the utility companies of the approved approach features and will facilitate continued coordination. All utilities in conflict with the approach improvements will be highlighted with possible options for relocation.

No reports of investigation or relocation agreements are anticipated for the Overhead.

### **Task 11.3 Notices to Relocate, “C” Letters**

Dokken will prepare “C” letters to affected utility owners for County review and approval prior to transmitting final plans to utility owners. The letter will clearly identify this project as a County project. Two sets of final plans will be provided to each utility owner. The letter will indicate to the utility owners that these are final plans and an explanation of changes since the draft plans will be provided. A written confirmation of the utility relocations (or schedule to relocate) will be requested from the utility companies.

### **Task 11.4 Utility Certification for Federal Aid**

Dokken will prepare the utility portion of the Caltrans Local Assistance Right of Way Certification. The utility certification will be coordinated with Caltrans until approval is obtained.

#### **Deliverables – Task 11**

- Utility A, B and C Letters
- Utility Base Map
- Correspondence and Meeting Minutes
- Utility Plans
- Utility Certification

## **TASK 12 UNION PACIFIC RAILROAD AND PUBLIC UTILITIES COMMISSION**

### **Task 12.1 UPR and PUC Coordination**

Dokken will coordinate with the public projects representative from Union Pacific Railroad to obtain the following: a diagnostic meeting, a project concurrence letter, and an agreement for construction in the railroad right of way. Dokken will meet with the UPR as needed and invite them to some of the project coordination meetings to enhance their familiarity with the project. Coordination with the UPR will include submittal of project information, notification of the project schedule, offers of support, submission of right of way TCE information, and requests for information from the UPR. Coordination will be via meetings, phone calls, submittals, written communication and emails.

### **Task 12.2 Design (65%) Package Submittal to UPR**

Dokken will submit a 65% design package to the UPR with a detailed description of the work to be performed in the UPR Right of Way and a request for UPR to issue a Concurrence Letter for the project consistent with the findings of



Diagnostic Meeting in Task 3.2. The 65% design sheets will have all work in the UPR ROW highlighted for easy review and be submitted in both electronic and hard copy formats.

**Task 12.3 UPR Concurrence Letter**

Dokken will remain in contact with UPR periodically during the review process and provide any supplemental information requested by the UPR to support the review. If necessary, Dokken will provide UPR with a draft of the concurrence letter for their use. Dokken will provide continued justification of the project and features as needed to obtain the letter.

**Task 12.4 PUC GO-88B Application**

With the CEQA document approved, Dokken will prepare and submit a General Order 88-B application to the California Public Utilities Commission (PUC). The application is necessary for approval to alter an existing grade separation and it must be accompanied by a concurrence letter from the affected the railroad company. Dokken will provide all supplemental information necessary for the PUC to process the application.

**Task 12.5 UPR Construction and Maintenance Agreement**

Dokken will review the draft C&M Agreement submitted by the Railroad for the acceptability of terms and the ability for the terms to be implemented in the plans and specifications for the contract. Dokken comments will be provided to the County for use with the County review of the C&M Agreement as well. Dokken will provide feedback to UPR on any terms of the agreement requested to be revised. Dokken will provide updated attachments to UPR for the agreement including: plat map, legal description, written description of the work, temporary access areas, estimated durations of work and exhibits of the project. The approved C&M Agreement will be included in the project special provisions as an attachment.

**TASK 13 RIGHT OF WAY**

Dokken will perform appraisal and acquisition services for the project. The following number of right of way acquisitions are anticipated:

Description	# Anticipated
Property Owner Exhibits	1
ROW in Fee	0
Temporary Construction Easements	1
Appraisals (Waiver Valuations)	1
Title Reports	1

**Task 13.1 Property Owner Exhibits & Fresh Title Reports**

Dokken will prepare an exhibit for each affected property owner. Dokken will approximate the right-of-way and construction easement requirements for each parcel and depict the impacts on individual parcel exhibits. These exhibits will consist of an aerial photograph of the parcel, with the boundary information, owner, APN, address, parcel size and acquisition area all shown. The exhibits will be used by the team to clearly identify impacts to the affected properties, including those items that should be addressed by the design including fences, driveways or mailboxes. These exhibits will be shared with the owner and appraiser to facilitate their understanding of the project.

If more than 6 months have passed since the Preliminary Title Reports were obtained in Task 2.3, Dokken will obtain current title reports, as the appraisal must have a title report no less than 6 months old.

**Task 13.2 Appraisals**

Dokken will develop appraisals to state the estimated fair market value of the fee simple interest or temporary construction easement in each referenced property. The appraisal reports will be summary appraisal reports that will be



prepared in conformance with and subject to the requirements of the Code of Professional Ethics and the Standards of Professional Practice of the Appraisal Institute, with fully incorporated the Uniform Standards of Professional Appraisal Practice (USPAP) of the Appraisal Foundation.

**Task 13.3 Acquisition Services**

Dokken will proceed with acquisition after the County has approved the Just Compensation based upon the fair market value appraisal. Dokken will develop all necessary contracts, required acquisition exhibits, conveyance documents, and escrow instructions necessary to make offers based on the County’s process. We will meet with the owners, and convey documents until acceptance or impasse is reached.

**Task 13.4 Right of Way Certification**

Dokken will prepare the right of way certification for the project, documenting that the right of way has been acquired in conformance with State and Federal acquisition requirements. Right of way certification will be documented using the latest forms in the Project Development Procedures Manual and Caltrans Right of Way Manual.

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| <p><b><u>Deliverables – Task 13</u></b></p> <ul style="list-style-type: none"> <li>• Property Owner Exhibits</li> <li>• Appraisals</li> <li>• Updated Title Reports</li> <li>• Acquisition Documents</li> <li>• Right of Way Certification</li> </ul> |
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**TASK 14 ESTIMATE AND QUANTITIES**

**Task 14.1 65% Estimate**

Dokken will update the estimate based on square footage cost factors for the bridge and roadway work. The estimate will consider unique construction costs such as UPR Flagging, limited work windows around train schedules, traffic control, and small quantity work. Also included will be an updated estimate of the right of way and utility costs. The contingency will remain at 25%.

**Task 14.2 90% Quantities and Estimate**

Dokken will prepare a detailed quantity estimate from the 90% plans. Quantities will be calculated and checked using hand calculations and the design plans. Quantity calculations and independent quantity check calculations will be prepared for the bridge. Cost data will be based on our experience with other recent similar sized projects. Dokken will update the project cost estimate with a 15% contingency.

**Task 14.3 100% Quantities & Estimate**

Dokken will update the quantity estimate from the 90% submittal. Quantities will be updated for all items that are changed between the 90 and 100%. The contingency will be reduced to 10% for the final plans. The project quantities will be prepared in a 3-ring binder organized by pay item for use by the Resident Engineer for construction.

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| <p><b><u>Deliverables – Task 14</u></b></p> <ul style="list-style-type: none"> <li>• 65% Project Estimate</li> <li>• Detailed Quantity Calculations</li> <li>• Independent Check Calculations for Bridge Quantities</li> </ul> |
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- Final Quantities in 3-Ring Binder
- 90%, 100% and Final Engineer’s Estimate

**TASK 15 SPECIAL PROVISIONS**

Project Specifications will be based upon the Caltrans 2015 Standard Specifications and Standard Special Provisions, and modified for the Nevada County Road Standards.

**Task 15.1 Bid Item List (65%) and Notes to Spec Writer**

A detailed bid item list will prepared to establish the list of pay items anticipated for the construction contract. The list will separate the roadway and structural items and identify final pay, progress pay and specialty items. Any unique items will be noted for the specification writer’s attention.

**Task 15.2 Draft Special Provisions (90%)**

Dokken will prepare a full set of construction specifications for the project in Microsoft Word for the 90% submittal, gathering all necessary input from the subconsultants. The special provisions will encompass all aspects of the construction, including the implementation of the environmental mitigation measures and permit-related requirements.

The draft special provisions will be submitted with hidden text visible and changes tracked to highlight the editing performed by the design team. This editing format will comply with Caltrans procedures for editing special provisions. The draft special provisions will also be submitted in contract version for easier review.

**Task 15.3 Final Special Provisions (Including Draft County Bid Book)**

Dokken will prepare for the County a “bid book” based on 2015 Standards. The bid book will include the notice to bidders, bid forms, bid bond requirements and sample contract. The bid book will be Book 1 of 3, with the Special Provisions being Book 2 of 3, and Revised Standard Specifications being Book 3 of 3.

Dokken will review the County comments on the draft specifications and meet with the County if necessary, to discuss any revisions. The draft specifications will be updated for the final construction documents. Dokken will ensure that the pay items described in the Project Specifications have been thoroughly checked against all call outs in the plans and that all items of work are fully described.

- Deliverables – Task 15**
- Project Item List
  - Draft Special Provisions
  - Draft Bid Book with Notice to Contractors
  - Response to County Comments
  - Final Bid Book & Special Provisions

**TASK 16 PERMITS**

Dokken has estimated the approximate cost of permits for this project. The amount is listed in the cost proposal assumes that one SWPPP and NPDES Permit will be obtained for both the Hinton Overhead and Truckee River Bridge.

**Task 16.1 SWPPP and NPDES General Construction Permit**

A NPDES General Construction Activity Storm Water Permit will be required. To obtain this permit, Dokken Engineering’s Qualified Stormwater Developer (QSD) will prepare the Notice of Intent (NOI) as well as the Storm Water Pollution



Prevention Plan (SWPPP) and, at the CLIENT's discretion, upload these documents to the SMARTS system. Preparation of the NOI will include calculating the total disturbed and percent impervious area of the project site, preparing the required map attachments, and completing the NOI application. It is assumed that NPDES permit fees will be paid directly by the Contractor.

Preparation of the SWPPP will involve the following tasks:

- Developing a detailed project information exhibit;
- Determining the risk level classification of the project;
- Identifying the sources that could add pollutants to storm water discharges or could result in non-storm water discharges;
- Selecting risk level appropriate Best Management Practices (BMPs) that will control each of the identified pollutants;
- Identifying the required construction site monitoring efforts and, dependent on risk level, preparing a monitoring and sampling exhibit;
- Integrating appropriate post-construction storm water BMPs;
- Developing a maintenance, inspection and repair program.

A draft SWPPP will be provided to the County for review and comment. Upon receipt of County comments, Dokken will make the necessary modifications to the SWPPP and prepare a final SWPPP for use in obtaining the NPDES permit. Dokken will provide QSD services through the issuance of the Waste Discharge Identification Number.

**Deliverables – Task 16**

- 402 General Construction Permit
- Stormwater Pollution Prevention Plan
- Permit Fees with exception of NPDES

## **TASK 17 FINAL PS&E**

### **Task 17.1 Prepare Final PS&E for Bidding**

The Dokken Environmental Lead and Project Engineer will conduct a final site visit to walk through the construction of the project with the 100% plans in hand. During this visit, they will address any constructability issues and look for items that require additional details to stake or construct. Staff from the County will be invited to attend this site visit.

Upon approval of the Final PS&E, Dokken will furnish the County approved Plans, Specification Books 1, 2 and 3, and Estimates to be used for project advertising. The plans, specifications and estimate will be signed by the Engineer in Responsible Charge. Plan submittal to the County will include full and half size bond plots, PDF copy and electronic CADD drawing files. Specification submittal will include a PDF copy and electronic files in Microsoft Word. A hard copy and electronic Microsoft Excel file of the Engineer's Estimate will be provided.

### **Task 17.2 PS&E Checklist and Certification**

Dokken will complete the PS&E Checklist and certify that the PS&E is ready for advertising using the current version of the Caltrans Local Assistance Forms. These forms will be completed, signed and submitted as part of the Request for Authorization for Construction Package.



**Task 17.3 Contractor Working Day Schedule and Resident Engineer’s File**

Dokken will prepare a working day schedule for the project to establish a fair and reasonable number of working days for the contract documents. The working day schedule will be aligned with the proposed stage construction.

Dokken will prepare a Resident Engineer’s File with all design information necessary for the construction management personnel. The file will contain the project quantities, estimate, notes about any unique issues the Resident Engineer should be aware of, bridge joint setting calculations, staking notes, and UPR information for the project. This information will be compiled in multiple 3-ring binders for easy reference.

<u>Deliverables – Task 17</u>	
<ul style="list-style-type: none"> <li>• Approved Plans, Notice to Contractors and Bid Book</li> <li>• Stamped Final Engineer’s Estimate</li> <li>• Bid Support Documents for Bidders Reference</li> </ul>	<ul style="list-style-type: none"> <li>• PS&amp;E Checklist and PS&amp;E Certification</li> <li>• Contractor Working Day Schedule</li> <li>• Resident Engineer’s File</li> </ul>

**TASK 18 BID AND CONSTRUCTION SUPPORT**

**Task 18.1 Bid Support**

Dokken will provide assistance, as required, to the County during the bidding of the project. This work includes answering questions from prospective bidders and providing interpretation and clarification of the construction documents. Dokken will also attend a pre-bid meeting to answer Contractor questions during the bid phase.

Dokken will prepare any necessary Bid Addendums, including revised plan sheets, clarifications or additions to the specifications. Dokken will prepare the complete addendum for County approval and issue to the plan holder list.

**Task 18.2 Answering RFI’s**

Dokken Engineering will be provide on-going interpretation of contract documents, including environmental documents and UP Railroad agreements, review and comment on change orders, prepare plan revisions necessary for change orders, and respond to requests for information or clarification from the Construction Manager (CM) or from the Construction Contractor, as they arise during construction.

**Task 18.3 Review of Shop Drawings**

Shop drawings and material submittals will be reviewed and approved or returned for corrections. These are anticipated to include temporary access alignment, bridge removal plans, protective covers over UP tracks, concrete repair and forming methods, seismic restrainers and joint seals. Review of shop drawings will be performed by a registered Civil Engineer and a request for correction or approval provided in the time allowed per Caltrans Standard Specification.

**Task 18.4 Preparation of As-Built Drawings**

Dokken will prepare final as-built drawings for the City from red-line marked plans provided by the Construction Resident Engineer. The as-builts will be prepared electronically or hand traced on original drawings at the preference of the County.

<u>Deliverables – Task 18</u>	
<ul style="list-style-type: none"> <li>• Response to County or Bidder Inquiries</li> <li>• Shop Drawing Review Comments</li> </ul>	<ul style="list-style-type: none"> <li>• Response to RFIs</li> <li>• As-Built Drawings</li> </ul>



These construction support tasks do not include falsework reviews, air monitoring for polyester concrete overlays, or environmental construction support.

END OF SCOPE OF WORK

**EXHIBIT "B"**

**SCHEDULE OF CHARGES AND PAYMENTS**

(Paid by County)

Payment schedules shall set forth specific milestones which relate to the schedule of services to be provided, as set forth in **Exhibit "A"**, above.

**NEVADA COUNTY**  
**Hinton Overhead on Hirschdale Road**  
**COST PROPOSAL SUMMARY by TASK**

June 23, 2016

<b>TASK NAME</b>	<b>TOTAL COST</b>
TASK 1 - PROJECT MANAGEMENT	\$21,740.67
TASK 2 - SURVEYING AND BASE MAPS	\$19,100.54
TASK 3 - PRELIMINARY ENGINEERING	\$29,072.66
TASK 4 - HYDRAULICS	\$1,115.05
TASK 5 - GEOTECHNICAL	\$9,095.86
TASK 6 - QUALITY ASSURANCE	\$6,681.82
TASK 7 - BLANK	
TASK 8 - BLANK	
TASK 9 - BRIDGE DESIGN	\$71,363.30
TASK 10 - ROADWAY DESIGN	\$15,537.14
TASK 11 - UTILITIES	\$6,724.27
TASK 12 - UPR and PUC	\$26,948.02
TASK 13 - RIGHT OF WAY	\$7,084.73
TASK 14 - ESTIMATES AND QUANTITIES	\$9,090.22
TASK 15 - SPECIAL PROVISIONS	\$12,061.80
TASK 16 - PERMITS	\$3,192.33
TASK 17 - FINAL PS&E	\$9,772.27
TASK 18 - BID AND CONSTRUCTION SUPPORT	\$19,320.96
<b>TOTAL COST</b>	<b>\$267,901.64</b>

## EXHIBIT "C"

### SCHEDULE OF CHANGES

(Amendments and Additions to Contract)

Amendments and additions to the Contract are hereby set-forth as follows:

**2. Charges and Payments:** Paragraph 2 of the contract is hereby amended to read:

- a. The method of payment for this contract will be based on actual cost plus a fixed fee. COUNTY will reimburse CONSULTANT for actual costs (including labor costs, employee benefits, travel, equipment rental costs, overhead and other direct costs) incurred by CONSULTANT in performance of the work.

CONSULTANT will not be reimbursed for actual costs that exceed the estimated wage rates, employee benefits, travel, equipment rental, overhead, and other estimated costs set forth in the approved CONSULTANT'S Cost Proposal (**Exhibit B**), unless additional reimbursement is provided for by contract amendment. In no event, will CONSULTANT be reimbursed for overhead costs at a rate that exceeds COUNTY'S approved overhead rate set forth in the Cost Proposal. In the event, that COUNTY determines that a change to the work from that specified in the Cost Proposal and contract is required, the contract time or actual costs reimbursable by COUNTY shall be adjusted by contract amendment to accommodate the changed work. The maximum total cost as specified in Paragraph "h" shall not be exceeded, unless authorized by contract amendment.

- b. In addition to the allowable incurred costs, COUNTY will pay CONSULTANT a maximum not to exceed fixed fee of \$ 21,539.22. The fixed fee is nonadjustable for the term of the contract, except in the event of a significant change in the scope of work and such adjustment is made by contract amendment.
- c. Reimbursement for transportation and subsistence costs shall not exceed the rates specified in the approved Cost Proposal.
- d. When milestone cost estimates are included in the approved Cost Proposal, CONSULTANT shall obtain approval for a revised milestone cost estimate from the Contract Administrator before exceeding such cost estimate.
- e. Progress payments will be made monthly in arrears based on services provided and allowable incurred costs. A pro rata portion of CONSULTANT's fixed fee will be included in the monthly progress payments. If CONSULTANT fails to submit the required deliverable items according to the schedule set forth in the Statement of Work, COUNTY shall have the right to delay payment or terminate this Contract in accordance with the provisions of Section 20 Termination.
- f. No payment will be made prior to approval of any work, nor for any work performed prior to approval of this contract.
- g. CONSULTANT will be reimbursed, as promptly as fiscal procedures will permit upon receipt by COUNTY'S Contract Administrator of itemized invoices in triplicate. Invoices shall be submitted no later than 45 calendar days after the performance of work for which CONSULTANT is billing. Invoices shall detail the work performed on each milestone and each project as applicable. Invoices shall follow the format stipulated for the approved Cost Proposal and shall reference this contract number and project title. Final invoice must contain the final cost and all credits due COUNTY. The final invoice should be submitted within 60 calendar days after completion of CONSULTANT'S work. Invoices shall be mailed to COUNTY'S Contract Administrator at the following address:

County of Nevada, Department of Public Works  
Attn: Joshua Pack, Principal Civil Engineer  
950 Maidu Avenue  
Nevada City, CA 95959

- h. The total amount payable by COUNTY including the fixed fee shall not exceed \$ 267,902.
- i. Salary increases will be reimbursable if the new salary is within the salary range identified in the approved Cost Proposal and is approved by COUNTY's Contract Administrator.

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

- j. All subcontracts in excess of \$25,000 shall contain the above provisions.

**4. Liquidated Damages:** Not applicable.

**13. Assignment and Subcontracting:** Paragraph 13 of the contract is hereby amended to read:

Nothing contained in this contract or otherwise, shall create any contractual relation between the County and any subconsultant(s), and no subcontract shall relieve the Consultant of its responsibilities and obligations hereunder. The Consultant agrees to be as fully responsible to the County for the acts and omissions of its subconsultant(s) and of persons either directly or indirectly employed by any of them as it is for the acts and omissions of persons directly employed by the Consultant. The Consultant's obligation to pay its subconsultant(s) is an independent obligation from the County's obligation to make payments to the Consultant.

The Consultant shall perform the work contemplated with resources available within its own organization and no portion of the work pertinent to this contract shall be subcontracted without written authorization by the County's Contract Administrator, except that, which is expressly identified in the approved Cost Proposal.

The Consultant shall pay its subconsultants within ten (10) calendar days from receipt of each payment made to the Consultant by the County.

Any subcontract in excess of \$25,000 entered into as a result of this contract shall contain all the provisions stipulated in this contract to be applicable to subconsultants.

Any substitution of subconsultant(s) must be approved in writing by the County's Contract Administrator prior to the start of work by the subconsultant(s).

Contractor shall cause and require each transferee, subcontractor and assignee to comply with the insurance provisions set forth herein at §§6, 7, 8, 9 and 10, to the extent such insurance provisions are required of Contractor under this Contract. Failure of Contractor to so cause and require such compliance by each transferee, subcontractor and assignee shall constitute a Material Breach of this agreement, and, in addition to any other remedy available at law or otherwise, shall serve as a basis upon which County may elect to suspend payments hereunder, or terminate this Contract, or both.

**15. Prevailing Wage and Apprentices:** Paragraph 15 of the contract is hereby amended to read:

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

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

When prevailing wages apply to the services described in the scope of work, transportation and subsistence costs shall be reimbursed at the minimum rates set by the Department of Industrial Relations (DIR) as outlined in the applicable Prevailing Wage Determination. See <http://www.dir.ca.gov>.

**20. Termination:** Paragraph 20 of the contract is hereby amended to read:

COUNTY reserves the right to terminate this contract upon thirty (30) calendar days written notice to CONSULTANT with the reasons for termination stated in the notice.

COUNTY may terminate this contract with CONSULTANT should CONSULTANT fail to perform the covenants herein contained at the time and in the manner herein provided. In the event of such termination, COUNTY may

proceed with the work in any manner deemed proper by COUNTY. If COUNTY terminates this contract with CONSULTANT, COUNTY shall pay CONSULTANT the sum due to CONSULTANT under this contract prior to termination, unless the cost of completion to COUNTY exceeds the funds remaining in the contract. In which case the overage shall be deducted from any sum due CONSULTANT under this contract and the balance, if any, shall be paid to CONSULTANT upon demand.

The maximum amount for which the COUNTY shall be liable if this contract is terminated is zero (\$0) dollars.

**21. Books of Record and Audit Provision:** Paragraph 21 of the contract is hereby amended to read:

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; Consultant, subconsultants, and the County shall maintain and make available for inspection 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 five years from the date of final payment under the contract. The state, State Auditor, the County, FHWA, or any duly authorized representative of the Federal Government shall have access to any books, records, and documents of the Consultant and its certified public accountants (CPA) work papers that are pertinent to the contract and indirect cost rates (ICR) for audit, examinations, excerpts, and transactions, and copies thereof shall be furnished if requested. Subcontracts in excess of \$25,000 shall contain this provision.

**28. Audit Review Procedures:**

Any dispute concerning a question of fact arising under an interim or post audit of this contract that is not disposed of by agreement, shall be reviewed by the County's Chief Financial Officer.

Not later than 30 days after issuance of the final audit report, the Consultant may request a review by the County's Chief Financial Officer of unresolved audit issues. The request for review will be submitted in writing.

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

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

**29. Cost Principles And Administrative Requirements:**

The Consultant agrees that the Contract Cost Principles and Procedures, 48 CFR, Federal Acquisition Regulations System, Chapter 1, Part 31.000 et seq., shall be used to determine the cost allowability of individual items.

The Consultant 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.

Any costs for which payment has been made to the Consultant that are determined by subsequent audit to be unallowable under 49 CFR, Part 18 and 48 CFR, Federal Acquisition Regulations System, Chapter 1, Part 31.000 et seq., are subject to repayment by the Consultant to the County.

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

**30. Covenant Against Contingent Fees:**

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

**31. Disputes:**

Any dispute other than audit, concerning a question of fact arising under this contract that is not disposed of by agreement shall be decided by a committee consisting of the County's contract manager and the Director of the Nevada County Department of Public Works, who may consider written or verbal information submitted by the Consultant.

Not later than 30 days after completion of all deliverables necessary to complete the plans, specifications and estimate, CONSULTANT may request review by LOCAL AGENCY Governing Board of unresolved claims or disputes, other than audit. The request for review will be submitted in writing.

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

**32. Disadvantaged Business Enterprise (DBE) Participation:**

This contract is subject to 49 CFR, Part 26 entitled "Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs". Consultants who obtain DBE participation on this contract will assist Caltrans in meeting its federally mandated statewide overall DBE goal.

The goal for DBE participation for this contract is **7%**. Participation by DBE consultant or subconsultants shall be in accordance with information contained in the Consultant Proposal DBE Commitment (**Exhibit 10-O1**), or in the Consultant Contract DBE Information (**Exhibit 10-O2**) attached hereto and incorporated as part of the Contract. If a DBE subconsultant is unable to perform, CONSULTANT must make a good faith effort to replace him/her with another DBE subconsultant, if the goal is not otherwise met.

DBEs and other small businesses, as defined in 49 CFR, Part 26 are encouraged to participate in the performance of contracts financed in whole or in part with federal funds. The Consultant or subconsultant shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The Consultant shall carry out applicable requirements of 49 CFR, Part 26 in the award and administration of US DOT-assisted agreements. Failure by the Consultant to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the County deems appropriate.

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

A DBE firm may be terminated only with prior written approval from the County and only for the reasons specified in 49 CFR 26.53(f). Prior to requesting the County consent for the termination, the Consultant must meet the procedural requirements specified in 49 CFR 26.53(f).

A DBE performs a Commercially Useful Function (CUF) when it is responsible for execution of the work of the contract and is carrying out its responsibilities by actually performing, managing, and supervising the work involved. To perform a CUF, the DBE must also be responsible with respect to materials and supplies used on the contract, for negotiating price, determining quality and quantity, ordering the material, and installing (where applicable) and paying for the material itself. To determine whether a DBE is performing a CUF, evaluate the amount of work subcontracted, industry practices, whether the amount the firm is to be paid under the contract is commensurate with the work it is actually performing, and other relevant factors.

A DBE does not perform a CUF if its role is limited to that of an extra participant in a transaction, contract, or project through which funds are passed in order to obtain the appearance of DBE participation. In determining whether a DBE is such an extra participant, examine similar transactions, particularly those in which DBEs do not participate.

If a DBE does not perform or exercise responsibility for at least thirty percent (30%) of the total cost of its contract with its own work force, or the DBE subcontracts a greater portion of the work of the contract than would be expected on the basis of normal industry practice for the type of work involved, it will be presumed that it is not performing a CUF.

The Consultant shall maintain records of materials purchased or supplied from all subcontracts entered into with certified DBEs. The records shall show the name and business address of each DBE or vendor and the total dollar amount actually paid each DBE or vendor, regardless of tier. The records shall show the date of payment and the total dollar figure paid to all firms. DBE prime consultants shall also show the date of work performed by their own forces along with the corresponding dollar value of the work.

Upon completion of the Contract, a summary of these records shall be prepared and submitted on the form entitled, "Final Report-Utilization of Disadvantaged Business Enterprise (DBE), First-Tier Subconsultants" CEM-2402F [**Exhibit 17-F, of the LAPM**], certified correct by the Consultant or Consultant's authorized representative and shall be furnished to the Contract Administrator with the final invoice. Failure to provide the summary of DBE payments with the final invoice will result in twenty-five percent (25%) of the dollar value of the invoice being withheld from payment until the form is submitted. The amount will be returned to the Consultant when a satisfactory "Final Report-Utilization of Disadvantaged Business Enterprises (DBE), First-Tier Subconsultants" is submitted to the Contract Administrator.

If a DBE subconsultant is decertified during the life of the contract, the decertified subconsultant shall notify the Consultant in writing with the date of decertification. If a subconsultant becomes a certified DBE during the life of the Contract, the subconsultant shall notify the Consultant in writing with the date of certification. Any changes should be reported to the County's Contract Administrator within 30 days.

**33. Equipment Purchase:**

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

For purchase of any item or services not covered in the Consultant's Cost Proposal and exceeding \$5,000 prior authorization by the County's Contract Administrator; three competitive quotations must be submitted with the request, or the absence of bidding must be adequately justified.

Any equipment purchased as a result of this contract is subject to the following: "the Consultant shall maintain an inventory of all nonexpendable property. Nonexpendable property is defined as having a useful life of at least two years and an acquisition cost of \$5,000 or more. If the purchased equipment needs replacement and is sold or traded in, the County shall receive a proper refund or credit at the conclusion of the contract, or if the contract is terminated, the Consultant may either keep the equipment and credit the County in an amount equal to its fair market value, or sell such equipment at the best price obtainable at a public or private sale, in accordance with established the County procedures; and credit the County in an amount equal to the sales price. If the Consultant elects to keep the equipment, fair market value shall be determined at the Consultant's expense, on the basis of a competent independent appraisal of such equipment. Appraisals shall be obtained from an appraiser mutually agreeable to by the County and the Consultant, if it is determined to sell the equipment, the terms and conditions of such sale must be approved in advance by the County." 49 CFR, Part 18 requires a credit to Federal funds when participating equipment with a fair market value greater than \$5,000 is credited to the project.

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

**34. Inspection of Work:**

Consultant and any subconsultant shall permit Nevada County, the state, and the FHWA, if federal participating funds are used in this contract; to review and inspect the project activities and files at all reasonable times during the performance period of this contract including review and inspection on a daily basis.

**35. Safety:**

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

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

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

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

**36. Confidentiality of Data:**

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

Permission to disclose information on one occasion, or public hearing held by Nevada County relating to the contract, shall not authorize Consultant to further disclose such information, or disseminate the same on any other occasion.

Consultant shall not comment publicly to the press or any other media regarding the contract or Nevada County's actions on the same, except to Nevada County's staff, Consultant's own personnel involved in the performance of this contract, at public hearings or in response to questions from a Legislative committee without approval from Nevada County.

Consultant shall not issue any news release or public relations item of any nature, whatsoever, regarding work performed or to be performed under this contract without approval from Nevada County.

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

All information related to the construction estimate is confidential, and shall not be disclosed by Consultant to any entity other than the County.

**37. National Labor Relations Board Certification:**

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

**38. Evaluation of Consultant:**

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

**39. Statement of Compliance:**

Consultant's signature affixed herein, and dated, shall constitute a certification under penalty of perjury under the laws of the State of California that Consultant has, unless exempt, complied with, the nondiscrimination program requirements of Government Code Section 1299 and Title 2, California Administrative Code, Section 8103.

During the performance of this Contract, Consultant and its subconsultants shall not unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of sex, race, color, ancestry, religious creed, national origin, physical disability (including HIV and AIDS), mental disability, medical condition (e.g., cancer), age (over 40), marital status, and denial of family care leave. Consultant and subconsultants shall insure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. Consultant and subconsultants shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code § 12990 (a-f) et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code Section 12990 (a-f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations, are incorporated into this Contract by reference and made a part hereof as if set forth in full. Consultant and its subconsultants shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other Agreement.

The Consultant shall comply with regulations relative to Title VI (nondiscrimination in federally-assisted programs of the Department of Transportation – Title 49 Code of Federal Regulations, Part 21 - Effectuation of Title VI of the 1964 Civil Rights Act). Title VI provides that the recipients of federal assistance will implement and maintain a policy of nondiscrimination in which no person in the state of California shall, on the basis of race, color, national origin, religion, sex, age, disability, be excluded from participation in, denied the benefits of or subject to discrimination under any program or activity by the recipients of federal assistance or their assignees and successors in interest.

The Consultant, with regard to the work performed by it during the Agreement shall act in accordance with Title VI. Specifically, the Consultant shall not discriminate on the basis of race, color, national origin, religion, sex, age, or disability in the selection and retention of Subconsultants, including procurement of materials and leases of equipment. The Consultant shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the U.S. DOT's Regulations, including employment practices when the Agreement covers a program whose goal is employment.

**40. Debarment and Suspension Certification:**

Consultant's signature affixed herein, shall constitute a certification under penalty of perjury under the laws of the State of California, that Consultant has complied with Title 2 CFR Part 180, "OMB Guidelines to Agencies on Government wide Debarment and Suspension (non-procurement)", which certifies that he/she or any person associated therewith in the capacity of owner, partner, director, officer, or 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 Nevada County.

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

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

**41. Conflict of Interest:**

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

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

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

**42. Rebates, Kickbacks or Other Unlawful Consideration:**

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

**43. Prohibition of Expensing Local Agency, State or Federal Funds:**

Consultant certifies to the best of his or her knowledge and belief that:

- a. No state, federal or local agency appropriated funds have been paid, or will be paid by-or-on behalf of to any person for influencing or attempting to influence an officer or employee of any state or federal agency; an Member of the State Legislature or United States Congress; an officer or employee of the Legislature or Congress; or any employee of a Member of the Legislature or Congress, in connection with the awarding of any state or federal contract; the making of any state or federal grant; the making of any state or federal loan; the entering into

of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any state or federal contract, grant, loan, or cooperative agreement.

- 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 of employee of Congress, or any employee of a Member of Congress; in connection with this federal contract, grant, loan, or cooperative agreement; Consultant shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, US. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Consultant also agrees by signing this document that he or she shall require that the language of this certification be included in all lower-tier subcontracts, which exceed \$100,000, and that all such sub recipients shall certify and disclose accordingly.

#### **44. Funding Requirements:**

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

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

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

The County has the option to void the contract under the 30-day termination clause pursuant to Section 20 or by mutual agreement to amend the contract to reflect any reduction of funds.

#### **45. Change In Terms:**

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

The Consultant shall only commence work covered by an amendment after the amendment is executed and notification to proceed has been provided by the County's Contract Administrator.

There shall be no change in the Consultant's Project Manager, as listed in the approved Cost Proposal, which is a part of this contract without prior written approval by the County's Contract Administrator. Failure to gain County approval prior to project team changes could result in contract termination.

#### **46. Ownership Of Data:**

Upon completion of all work under this contract, ownership and title to all reports, documents, plans, specifications, and estimates produce as part of this contract will automatically be vested in the County; and no further agreement will be necessary to transfer ownership to the County. The Consultant shall furnish the County all necessary copies of data needed to complete the review and approval process.

It is understood and agreed that all calculations, drawings and specifications, whether in hard copy or machine-readable form, are intended for one-time use in the construction of the project for which this contract has been entered into.

The Consultant is not liable for claims, liabilities, or losses arising out of, or connected with the modification, or misuse by the County of the machine-readable information and data provided by the Consultant under this contract; further, the Consultant is not liable for claims, liabilities, or losses arising out of, or connected with any use by the County of the

project documentation on other projects for additions to this project, or for the completion of this project by others, except only such use as many be authorized in writing by the Consultant.

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

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

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

**47. Claims Filed By Local Agency's Construction Contractor:**

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

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

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

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

**48. Retention Of Funds:**

Any subcontract entered into as a result of this Contract shall contain all of the provisions of this section.

No retainage will be withheld by the Agency from progress payments due the prime consultant. Retainage by the prime consultant or subconsultants is prohibited, and no retainage will be held by the prime consultant from progress due subconsultants. Any violation of this provision shall subject the violating prime consultant or subconsultants 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 prime consultant or subconsultant in the event of a dispute involving late payment or nonpayment by the prime consultant or deficient subconsultant performance, or noncompliance by a subconsultant. This provision applies to both DBE and non-DBE prime consultants and subconsultants.

**49. Consultant's Reports Or Meetings:**

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

The Consultant's Project Manager shall meet with the County's Contract Administrator or Project Coordinator, as needed, to discuss progress on the project(s).

**50. Performance Period:**

This contract shall go into effect on July 26, 2016, contingent upon approval by COUNTY, and CONSULTANT shall commence work after notification to proceed by COUNTY Contract Administrator. The contract shall end on December 31, 2020 unless extended by contract amendment.

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

Approved:

\_\_\_\_\_  
County Counsel

**EXHIBIT 10-H Cost Proposal**  
**Hinton Overhead on Hirschdale Road**  
**Nevada County**

CONSULTANT: Dokken Engineering

Date: June 23, 2016

**DIRECT LABOR**

Classification	Name	Range	Hours			Initial	
						Hourly	Total
Project Manager	Matthew Griggs, PE	\$65.00 - \$85.00	141	@	\$	80.00	\$ 11,280.00
Quality Control (Bridge)	Charles Tornaci, PE	\$45.00 - \$80.00	18	@	\$	58.00	\$ 1,044.00
Quality Control (Road)	Mark Tarrall, PE	\$45.00 - \$80.00	12	@	\$	64.00	\$ 768.00
Structures Design Lead	Martin Maechler, PE	\$45.00 - \$80.00	251	@	\$	66.00	\$ 16,566.00
Roadway Project Engineer	Nathan Donnelly, PE	\$45.00 - \$80.00	93	@	\$	54.00	\$ 5,022.00
Senior Engineer	Staff	\$45.00 - \$80.00	68	@	\$	57.00	\$ 3,876.00
Associate Engineer	Staff	\$35.00 - \$55.00	444	@	\$	52.00	\$ 23,088.00
Assistant Engineer	Staff	\$20.00 - \$35.00	140	@	\$	30.00	\$ 4,200.00
Prof. Land Surveyor	Terry Fletcher, LS	\$40.00 - \$55.00	28	@	\$	45.00	\$ 1,260.00
Right of Way Specialist	Jamie Formico	\$40.00 - \$70.00	102	@	\$	50.00	\$ 5,100.00
Environmental Manager	Namat Hosseinion	\$55.00 - \$80.00	0	@	\$	75.00	\$ -
Senior Environmental Planner	Staff	\$40.00 - \$65.00	9	@	\$	47.00	\$ 423.00
Associate Environmental Planner	Staff	\$30.00 - \$45.00	0	@	\$	36.00	\$ -
Environmental Planner	Staff	\$20.00 - \$35.00	0	@	\$	29.00	\$ -
Senior CAD/Detailer	Staff	\$40.00 - \$60.00	164	@	\$	53.00	\$ 8,692.00
Engineering Technician	Staff	\$20.00 - \$40.00	96	@	\$	25.00	\$ 2,400.00
			1,566				

**Total Direct Labor Costs \$ 83,719.00**

**Indirect Costs**

Combined Indirect Cost Rate (ICR)

	Rate	Total
	157.28%	\$ 131,673.24

**Total Indirect Costs \$ 131,673.24**

**FEE (Profit) ( 10.00% )**

**Total Fee (Profit) \$ 21,539.22**

**OTHER DIRECT COSTS (ACTUAL COSTS)**

	Quantity	Unit	Rate	Total
• Title Reports	1	EA	\$2,395.00	\$2,395.00
• Railroad Right of Entry Fees & Insurance	1	EA	\$5,000.00	\$5,000.00
• Property Appraisals	1	EA	\$2,500.00	\$2,500.00

**Total Other Costs \$9,895.00**

**TOTAL - Dokken Engineering \$ 246,826.47**

**SUBCONSULTANT COSTS**

	Total
• UNICO Engineering*	\$ 12,432.12
• Holdrege & Kull	\$ 8,643.05

**TOTAL - Subconsultants \$ 21,075.17**

\* DBE Firm DBE Participation: 4.64%

**TOTAL COST - NOT TO EXCEED \$ 267,901.64**

**Exhibit 10-K Consultant Certification of Contract Costs and Financial Management System**

*(Note: If requesting to utilize the Safe Harbor Indirect Cost Rate submit Attachment 1 of DLA-OB 13-07 - Safe Harbor Indirect Cost Rate for Consultant Contracts found at [http://www.dot.ca.gov/hq/LocalPrograms/DLA\\_OB/DLA\\_OB.htm](http://www.dot.ca.gov/hq/LocalPrograms/DLA_OB/DLA_OB.htm) in lieu of this form.)*

**Certification of Final Indirect Costs:**

Consultant Firm Name: \_\_\_\_\_

Indirect Cost Rate: \_\_\_\_\_ \* for fiscal period \_\_\_\_\_ (mm/dd/yyyy to mm/dd/yyyy)

\*Fiscal period covered for Indirect Cost Rate developed (not the contract period).

Local Government: \_\_\_\_\_

Contract Number: \_\_\_\_\_ Project Number: \_\_\_\_\_

I, the undersigned, certify that I have reviewed the proposal to establish final indirect cost rates for the fiscal period as specified above and to the best of my knowledge and belief:

1. All costs included in this proposal to establish final Indirect Cost Rates are allowable in accordance with the cost principles of the Federal Acquisition Regulations (FAR) of Title 48, Code of Federal Regulations (CFR), Part 31.
2. This proposal does not include any costs which are expressly unallowable under the cost principles of the FAR of 48 CFR, Part 31.

All known material transactions or events that have occurred affecting the firm's ownership, organization, and Indirect Cost Rates have been disclosed as of the date of proposal preparation noted above.

**Certification of Financial Management System:**

I, the undersigned, certify to the best of my knowledge and belief that our Financial Management System meets the standards for financial reporting, accounting records, internal and budget control as set forth in the FAR of Title 49, CFR, Part 18.20 to the extent applicable to Consultant.

**Certification of Dollar Amount for all A&E Contracts:**

I, the undersigned, certify that the approximate dollar amount of all A&E contracts awarded by Caltrans or a California local agency to this firm within the last three (3) calendar years for all State DOT and Local Agencies is \$\_\_\_\_\_ and the number of states in which the firm does business is \_\_\_\_\_.

**Certification of Direct Costs:**

I, the undersigned, certify to the best of my knowledge and belief that all direct costs identified on the cost proposal(s) in this contract are reasonable, allowable and allocable to the contract in accordance with the cost principles of the FAR of Title 48, CFR, Part 31. Allowable direct costs to a Government contract shall be:

1. Compliant with Generally Accepted Accounting Principles (GAAP) and standards promulgated by the Cost Accounting Standards Board (when applicable).
2. Compliant with the terms of the contract and is incurred specifically for the contract.
3. Not prohibited by 23 CFR, Chapter 1, Part 172 – Administration of Engineering and Design Related Service Contracts to the extent requirements are applicable to Consultant.

All costs must be applied consistently and fairly to all contracts. All documentation of compliance must be retained in the project files.

**Subconsultants (if applicable)**

Proposed Contract Amount (or amount not to exceed if on-call contract): \$ \_\_\_\_\_

**Prime Consultants (if applicable)**

Proposed **Total** Contract Amount (or amount not to exceed if on-call contract): \$ \_\_\_\_\_

Prime, list all subconsultants and proposed subcontract dollar amounts (attach additional page if necessary):

_____	\$ _____
_____	\$ _____
_____	\$ _____
_____	\$ _____
_____	\$ _____

**Consultant Certifying (Print Name and Title):**

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Consultant Certification Signature \*\*: \_\_\_\_\_

Date of Certification (mm/dd/yyyy): \_\_\_\_\_

**Consultant Contact Information:**

Email: \_\_\_\_\_

Phone number: \_\_\_\_\_

\*\*An individual executive or financial officer of the consultant’s organization at a level no lower than a Vice President or Chief Financial Officer, or equivalent, who has authority to represent the financial information utilized to establish the Indirect Cost Rate proposal submitted in conjunction with the contract.

Note: *Per 23 U.S.C. 112(b)(2)(B), Subconsultants must comply with the FAR Cost Principles contained in 48 CFR, Part 31. 23 CFR Part 172.3 Definitions state: Consultant means the individual or firm providing engineering and design related services as a party to the contract. Therefore, subconsultants as parties of a contract must complete a certification and send originals to A&I and keep copies in Local Agency Project Files.*

- Distribution:**
- 1) Original to Caltrans Audits and Investigations
  - 2) Retained in Local Agency Project Files

## Exhibit 10-O1 Consultant Proposal DBE Commitment

1. Local Agency: \_\_\_\_\_ 2. Contract DBE Goal: \_\_\_\_\_ 7% \_\_\_\_\_
3. Project Description: \_\_\_\_\_
4. Project Location: \_\_\_\_\_
5. Consultant's Name: \_\_\_\_\_ 6. Prime Certified DBE:

7. Description of Work, Service, or Materials Supplied	8. DBE Certification Number	9. DBE Contact Information	10. DBE %
<b>Local Agency to Complete this Section</b>			
17. Local Agency Contract Number: _____ 18. Federal-Aid Project Number: _____ 19. Proposed Contract Execution Date: _____  Local Agency certifies that all DBE certifications are valid and information on this form is complete and accurate.  _____ 20. Local Agency Representative's      21. Date  _____ 22. Local Agency Representative's      23. Phone  _____ 24. Local Agency Representative's Title		<div style="text-align: center;"> <b>11. TOTAL CLAIMED DBE PARTICIPATION</b> </div> <div style="text-align: right; margin-top: 10px;">           _____            %         </div> <p>IMPORTANT: Identify all DBE firms being claimed for credit, regardless of tier. Written confirmation of each listed DBE is required.</p> <div style="display: flex; justify-content: space-between; margin-top: 20px;"> <div style="width: 45%;">             _____              12. Preparer's Signature           </div> <div style="width: 45%;">             _____              13. Date           </div> </div> <div style="display: flex; justify-content: space-between; margin-top: 10px;"> <div style="width: 45%;">             _____              14. Preparer's           </div> <div style="width: 45%;">             _____              15. Phone           </div> </div> <div style="margin-top: 10px;">             _____              16. Preparer's Title           </div>	

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

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

**EXHIBIT 10-O2 CONSULTANT CONTRACT DBE COMMITMENT**

1. Local Agency: \_\_\_\_\_ 2. Contract DBE Goal: \_\_\_\_\_  
 3. Project Description: \_\_\_\_\_  
 4. Project Location: \_\_\_\_\_ 7%  
 5. Consultant's Name: \_\_\_\_\_ 6. Prime Certified DBE:  7. Total Contract Award Amount: \_\_\_\_\_  
 8. Total Dollar Amount for **ALL** Subconsultants: \_\_\_\_\_ 9. Total Number of **ALL** Subconsultants: \_\_\_\_\_

10. Description of Work, Service, or Materials Supplied	11. DBE Certification Number	12. DBE Contact Information	13. DBE Dollar Amount
<b>Local Agency to Complete this Section</b>			
20. Local Agency Contract Number: _____ 21. Federal-Aid Project Number: _____ 22. Contract Execution Date: _____  Local Agency certifies that all DBE certifications are valid and information on this form is complete and accurate.			<b>14. TOTAL CLAIMED DBE PARTICIPATION</b> \$ _____ % _____
23. Local Agency Representative's Signature _____ 24. Date _____  25. Local Agency Representative's Name _____ 26. Phone _____  27. Local Agency Representative's Title _____			IMPORTANT: Identify all DBE firms being claimed for credit, regardless of tier. Written confirmation of each listed DBE is required.  15. Preparer's Signature _____ 16. Date _____  17. Preparer's Name _____ 18. Phone _____  19. Preparer's Title _____

**DISTRIBUTION:** 1. Original – Local Agency  
 2. Copy – Caltrans District Local Assistance Engineer (DLAE). Failure to submit to DLAE within 30 days of contract execution may result in de-obligation of federal funds on contract.

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

## Exhibit 10-Q Disclosure of Lobbying Activities

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

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

**Federal Use Only:**