

**Administering Agency:** Nevada County Department of Public Works

**Contract No.** N/A

**Contract Description:** Construction Engineering Services for the Hirschdale Road at Truckee River Bridge Replacement Project, Hirschdale Road at Union Pacific Railroad (UPRR) Crossing Project, and Dog Bar Road at Bear River Bridge Replacement Project ,

## **DESIGN/ENGINEERING PROFESSIONAL SERVICES CONTRACT**

**THIS DESIGN/ENGINEERING PROFESSIONAL SERVICES CONTRACT** ("Contract") is made at Nevada City, California, as of March 25, 2025 by and between the County of Nevada, ("County"), and Dokken Engineering, Inc., ("Contractor"), who agree as follows:

1. **Services** Subject to the terms and conditions set forth in this Contract, Contractor shall provide the services described in Exhibit A. Contractor shall provide said services at the time, place, and in the manner specified in Exhibit A.
2. **Change In Terms**
  - A. This AGREEMENT may be amended or modified only by mutual written agreement of the parties.
  - B. CONSULTANT shall only commence work covered by an amendment after the amendment is executed and notification to proceed has been provided by LOCAL AGENCY's Contract Administrator.
  - C. There shall be no change in CONSULTANT's Project Manager or members of the project team, as listed in the approved Cost Proposal, which is a part of this AGREEMENT without prior written approval by LOCAL AGENCY's Contract Administrator.
3. **Payment** County shall pay Contractor for services rendered pursuant to this Contract at the time and in the amount set forth in Exhibit B. The payments specified in Exhibit B shall be the only payment made to Contractor for services rendered pursuant to this Contract. Contractor shall submit all billings for said services to County in the manner specified in Exhibit B; or, if no manner be specified in Exhibit B, then according to the usual and customary procedures which Contractor uses for billing clients similar to County. **The amount of the contract shall not exceed four hundred one thousand four hundred Dollars and forty three cents(\$401,400.43).**
4. **Term** This Contract shall commence on, 3/25/2025. All services required to be provided by this Contract shall be completed and ready for acceptance no later than the **Contract Termination Date** of: 3/25/2028.
5. **Facilities, Equipment and Other Materials** Contractor shall, at its sole cost and expense, furnish all facilities, equipment, and other materials which may be required for furnishing services pursuant to this Contract.
6. **Exhibits** All exhibits referred to herein and attached hereto are incorporated herein by this reference.
7. **Electronic Signatures** The parties acknowledge and agree that this Contract may be executed by electronic signature, which shall be considered as an original signature for all purposes and shall

have the same force and effect as an original signature. Without limitation, "electronic signature" shall include faxed or emailed versions of an original signature or electronically scanned and transmitted versions (e.g., via pdf) of an original signature.

8. **Time for Performance** Time is of the essence. Contractor shall devote such time to the performance of services pursuant to this Contract as may be reasonably necessary for the satisfactory performance of Contractor's obligations pursuant to this Contract. Neither party shall be considered in default of this Contract to the extent performance is prevented or delayed by any cause, present or future, which is beyond the reasonable control of the party.

9. **Liquidated Damages** Liquidated Damages are presented as an estimate of an intangible loss to the County. It is a provision that allows for the payment of a specified sum should Contractor be in breach of contract. Liquidated Damages ☐shall apply ☒shall not apply to this contract..

10. **Relationship of Parties**

10.1 **Independent Contractor**

In providing services herein, Contractor, and the agents and employees thereof, shall work in an independent capacity and as an independent contractor and not as agents or employees of County. Contractor acknowledges that it customarily engages independently in the trade, occupation, or business as that involved in the work required herein. Further, the Parties agree that Contractor shall perform the work required herein free from the control and direction of County, and that the nature of the work is outside the usual course of the County's business. In performing the work required herein, Contractor shall not be entitled to any employment benefits, Workers' Compensation, or other programs afforded to County employees. Contractor shall hold County harmless and indemnify County against such claim by its agents or employees. County makes no representation as to the effect of this independent contractor relationship on Contractor's previously earned California Public Employees Retirement System ("CalPERS") retirement benefits, if any, and Contractor specifically assumes the responsibility for making such determination. Contractor shall be responsible for all reports and obligations including but not limited to: social security taxes, income tax withholding, unemployment insurance, disability insurance, workers' compensation and other applicable federal and state taxes.

- 10.2 **No Agent Authority** Contractor shall have no power to incur any debt, obligation, or liability on behalf of County or otherwise to act on behalf of County as an agent. Neither County nor any of its agents shall have control over the conduct of Contractor or any of Contractor's employees, except as set forth in this Contract. Contractor shall not represent that it is, or that any of its agents or employees are, in any manner employees of the County.

- 10.3 **Indemnification of CalPERS Determination** In the event that Contractor or any employee, agent, or subcontractor of Contractor providing service under this Contract or is determined by a court of competent jurisdiction or CalPERS to be eligible for enrollment in CalPERS as an employee of the County, Contractor shall indemnify, defend, and hold harmless County for all payments on behalf of Contractor or its employees, agents, or subcontractors, as well as for the payment of any penalties and interest on such contributions, which would otherwise be the responsibility of County.

11. **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 or 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, 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 Contract, 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.

- A. Nothing contained in this AGREEMENT or otherwise, shall create any contractual relation between the LOCAL AGENCY and any Subconsultants, and no subagreement shall relieve the CONSULTANT of its responsibilities and obligations hereunder. The CONSULTANT agrees to be fully responsible to the LOCAL AGENCY for the acts and omissions of its Subconsultants and of persons either directly or indirectly employed by any of them as it is for the acts and omissions of persons directly employed by the CONSULTANT. The CONSULTANT's obligation to pay its Subconsultants is an independent obligation from the LOCAL AGENCY's obligation to make payments to the CONSULTANT.
- B. The CONSULTANT shall perform the work contemplated with resources available within its own organization and no portion of the work shall be subcontracted without written authorization by the LOCAL AGENCY Contract Administrator, except that which is expressly identified in the CONSULTANT's approved Cost Proposal.
- C. Any subagreement entered into as a result of this AGREEMENT, shall contain all the provisions stipulated in this entire AGREEMENT to be applicable to Subconsultants unless otherwise noted.
- D. CONSULTANT shall pay its Subconsultants within Fifteen (15) calendar days from receipt of each payment made to the CONSULTANT by the LOCAL AGENCY.
- E. Any substitution of Subconsultants must be approved in writing by the LOCAL AGENCY Contract Administrator in advance of assigning work to a substitute Subconsultant.

12. **Prompt Progress Payment**

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

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

**12.1 Prompt Payment of Withheld Funds to Subconsultants**

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

No retainage will be held by the LOCAL AGENCY from progress payments due to CONSULTANT. CONSULTANTS and subconsultants are prohibited from holding retainage from subconsultants. Any delay or postponement of payment may take place only for good cause and with the LOCAL AGENCY's prior written approval. Any violation of these provisions shall subject the violating CONSULTANT or subconsultant to the penalties, sanctions, and other remedies specified in Section 3321 of the California Civil Code. This requirement shall not be construed to limit or impair any contractual, administrative or judicial remedies, otherwise available to CONSULTANT or subconsultant in the event of a dispute involving late payment or nonpayment by CONSULTANT, deficient subconsultant performance and/or noncompliance by a subconsultant.

This clause applies to both DBE and non-DBE subconsultants.

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

13. **Licenses, Permits, Etc.** Contractor represents and warrants to County that Contractor shall, at its sole cost and expense, obtain or keep in effect at all times during the term of this Contract, any licenses, permits, and approvals which are legally required for Contractor to practice its profession at the time the services are performed.

14. **Hold Harmless and Indemnification Contract**

- 14.1 **Definitions.** For purposes of this Section, "Consultant" shall include Consultant, its officers, employees, servants, agents, or subcontractors, or anyone directly or indirectly employed by either Consultant or its subcontractors, in the performance of this Agreement. "County" shall include County, its officials, officers, agents, employees and volunteers.

- 14.2 **Consultant to Indemnify County.** Where the services to be provided by Consultant under this Agreement are design professional services, as that term is defined under Civil Code Section 2782.8, Consultant agrees to indemnify, defend and hold harmless, the County, its officers, officials, employees and volunteers from any and all claims, demands, costs or liability that actually or allegedly arise out of, or pertain to, or relate to the negligence, recklessness or willful misconduct of Consultant and its agents in the performance of services under this contract, but this indemnity does not apply to liability for damages for bodily injury, property damage or other loss, arising from the sole negligence, active negligence or willful misconduct by the County, its officers, official

employees, and volunteers. If it is finally adjudicated that liability is caused by the comparative active negligence or willful misconduct of the County, then Consultant's indemnification and defense obligations shall be reduced in proportion to the established comparative liability of the County and shall not exceed the Consultant's proportionate percentage of fault.

As respects all acts or omissions which do not arise directly out of the performance of design professional services, including but not limited to those acts or omissions normally covered by general and automobile liability insurance, and to the full extent permitted by law, Consultant agrees to indemnify, defend and hold harmless the County, its officers, officials, agents, employees, and volunteers from and against any claims, demands, losses, liability of any kind or nature (including liability for claims, suits, actions, arbitration proceedings, administrative proceedings, regulatory proceedings, losses, expenses or costs of any kind, whether actual, alleged or threatened, including attorney's fees and costs, court costs, interest, defense costs, and expert witness fees) where the same arise out of, are in connection with, are a consequence of, or are in any way attributable to, in whole or in part, the performance of this Agreement by Consultant or by any individual or entity for which Consultant is legally liable, including but not limited to officers, agents, employees or sub-contractors of Consultant, excepting those which arise out of the active negligence, sole negligence or willful misconduct of the County, its officers, officials, employees and volunteers.

- 14.3 **Scope of Indemnity.** Personal injury shall include injury or damage due to death or injury to any person, whether physical, emotional, consequential or otherwise, Property damage shall include injury to any personal or real property. Consultant shall not be required to indemnify County for such loss or damage as is caused by the sole active negligence or willful misconduct of the County. If it is finally adjudicated that liability is caused by the comparative negligence or willful misconduct of an indemnified party, then Consultant's indemnification obligation shall be reduced in proportion to the established comparative liability.
- 14.4 **Attorneys Fees.** Such costs and expenses shall include reasonable attorneys' fees for counsel of County's choice, expert fees and all other costs and fees of litigation.
- 14.5 **Waiver of Statutory Immunity.** The obligations of Consultant under this Section are not limited by the provisions of any workers' compensation act or similar act. Consultant expressly waives its statutory immunity under such statutes or laws as to County.
- 14.6 **Indemnification by Subcontractors.** Consultant agrees to obtain executed indemnity agreements with provisions identical to those set forth here in this Section from each and every subcontractor or any other person or entity involved in the performance of this Agreement on Consultant's behalf.
- 14.7 **Insurance Not a Substitute.** County does not waive any indemnity rights by accepting any insurance policy or certificate required pursuant to this Agreement. Consultant's indemnification obligations apply regardless of whether or not any insurance policies are determined to be applicable to the claim, demand, damage, liability, loss, cost or expense.

15. **Standard of Performance** Contractor shall perform all services required pursuant to this Contract in the manner and according to the standards observed by a competent practitioner of the profession in which Contractor is engaged in the geographical area in which Contractor practices its profession. All products of whatsoever nature which Contractor delivers to County pursuant to this Contract shall be prepared in a substantial first class and workmanlike manner and conform to the standards or quality normally observed by a person practicing in Contractor's profession.

Contractor without additional compensation. Contractor's personnel, when on the County's premises and when accessing the County network remotely, shall comply with the County's regulations regarding security, remote access, safety and professional conduct, including but not limited to Nevada County Security Policy NCSP-102 Nevada County External User Policy and Account Application regarding data and access security. Contractor personnel will solely utilize the County's privileged access management platform for all remote access support functions, unless other methods are granted in writing by the County's Chief Information Officer or his/her designee.

16. **Ownership of Data**

- A. It is mutually agreed that all materials prepared by CONSULTANT under this AGREEMENT shall become the property of County, and CONSULTANT shall have no property right therein whatsoever. Immediately upon termination, County shall be entitled to, and CONSULTANT shall deliver to County, reports, investigations, appraisals, inventories, studies, analyses, drawings and data estimates performed to that date, whether completed or not, and other such materials as may have been prepared or accumulated to date by CONSULTANT in performing this AGREEMENT which is not CONSULTANT's privileged information, as defined by law, or CONSULTANT's personnel information, along with all other property belonging exclusively to County which is in CONSULTANT's possession. Publication of the information derived from work performed or data obtained in connection with services rendered under this AGREEMENT must be approved in writing by County.
- B. Additionally, it is agreed that the Parties intend this to be an AGREEMENT for services and each considers the products and results of the services to be rendered by CONSULTANT hereunder to be work made for hire. CONSULTANT acknowledges and agrees that the work (and all rights therein, including, without limitation, copyright) belongs to and shall be the sole and exclusive property of County without restriction or limitation upon its use or dissemination by County.
- C. Nothing herein shall constitute or be construed to be any representation by CONSULTANT that the work product is suitable in any way for any other project except the one detailed in this Contract. Any reuse by County for another project or project location shall be at County's sole risk.
- D. Applicable patent rights provisions regarding rights to inventions shall be included in the contracts as appropriate (48 CFR 27 Subpart 27.3 - Patent Rights under Government Contracts for federal- aid contracts).
- E. LOCAL AGENCY may permit copyrighting reports or other agreement products. If copyrights are permitted; the AGREEMENT shall provide that the FHWA shall have the royalty-free nonexclusive and irrevocable right to reproduce, publish, or otherwise use; and to authorize others to use, the work for government purposes.

17. **Confidentiality of Data**

- A. All financial, statistical, personal, technical, or other data and information relative to

LOCAL AGENCY's operations, which are designated confidential by LOCAL AGENCY and made available to CONSULTANT in order to carry out this AGREEMENT, shall be protected by CONSULTANT from unauthorized use and disclosure.

- B. Permission to disclose information on one occasion, or public hearing held by LOCAL AGENCY relating to the AGREEMENT, shall not authorize CONSULTANT to further disclose such information, or disseminate the same on any other occasion.
  - C. CONSULTANT shall not comment publicly to the press or any other media regarding the AGREEMENT or LOCAL AGENCY's actions on the same, except to LOCAL AGENCY's staff, CONSULTANT's own personnel involved in the performance of this AGREEMENT, at public hearings, or in response to questions from a Legislative committee.
  - D. CONSULTANT shall not issue any news release or public relations item of any nature, whatsoever, regarding work performed or to be performed under this AGREEMENT without prior review of the contents thereof by LOCAL AGENCY, and receipt of LOCAL AGENCY'S written permission.
18. **National Labor Relations Board Certification** In accordance with Public Contract Code §10296, CONSULTANT hereby states under penalty of perjury that no more than one final unappealable finding of contempt of court by a federal court has been issued against CONSULTANT within the immediately preceding two-year period, because of CONSULTANT's failure to comply with an order of a federal court that orders CONSULTANT to comply with an order of the National Labor Relations Board.
19. **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 section 1720, et seq., and shall be in conformity with Title 8 of the California Code of Regulations section 200 et seq., relating to apprenticeship. Where applicable:
- 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>.
  - 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.
  - Contracts to which 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.
  - 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.
  - Employment of Apprentices
    - Where either the prime AGREEMENT or the subagreement exceeds thirty thousand dollars (\$30,000), the CONSULTANT and any subconsultants under him or her shall comply with all applicable requirements of Labor Code §§ 1777.5, 1777.6 and 1777.7 in the employment of apprentices.

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

20. **State Prevailing Wage Rates** No CONSULTANT or Subconsultant may be awarded an AGREEMENT containing public work elements unless registered with the Department of Industrial Relations

- A. (DIR) pursuant to Labor Code §1725.5. Registration with DIR must be maintained throughout the entire term of this AGREEMENT, including any subsequent amendments.
- B. The CONSULTANT shall comply with all of the applicable provisions of the California Labor Code requiring the payment of prevailing wages. The General Prevailing Wage Rate Determinations applicable to work under this AGREEMENT are available and on file with the Department of Transportation's Regional/District Labor Compliance Officer (<https://dot.ca.gov/programs/construction/labor-compliance>). These wage rates are made a specific part of this AGREEMENT by reference pursuant to Labor Code §1773.2 and will be applicable to work performed at a construction project site. Prevailing wages will be applicable to all inspection work performed at LOCAL AGENCY construction sites, at LOCAL AGENCY facilities and at off-site locations that are set up by the construction contractor or one of its subcontractors solely and specifically to serve LOCAL AGENCY projects. Prevailing wage requirements do not apply to inspection work performed at the facilities of vendors and commercial materials suppliers that provide goods and services to the general public.
- C. General Prevailing Wage Rate Determinations applicable to this project may also be obtained from the Department of Industrial Relations website at <http://www.dir.ca.gov>.
- D. Payroll Records
  - 1. Each CONSULTANT and Subconsultant shall keep accurate certified payroll records and supporting documents as mandated by Labor Code §1776 and as defined in 8 CCR §16000 showing the name, address, social security number, work classification, straight time and overtime hours worked each day and week, and the actual per diem wages paid to each journeyman, apprentice, worker, or other employee employed by the CONSULTANT or Subconsultant in connection with the public work. Each payroll record shall contain or be verified by a written declaration that it is made under penalty of perjury, stating both of the following:
    - a. The information contained in the payroll record is true and correct.
    - b. The employer has complied with the requirements of Labor Code §1771, §1811, and §1815 for any work performed by his or her employees on the public works project.
  - 2. The payroll records enumerated under paragraph (1) above shall be certified as correct by the CONSULTANT under penalty of perjury. The payroll records and all supporting documents shall be made available for inspection and copying by



LOCAL AGENCY representatives at all reasonable hours at the principal office of the CONSULTANT. The CONSULTANT shall provide copies of certified payrolls or permit inspection of its records as follows:

- a. A certified copy of an employee's payroll record shall be made available for inspection or furnished to the employee or the employee's authorized representative on request.
  - b. A certified copy of all payroll records enumerated in paragraph (1) above, shall be made available for inspection or furnished upon request to a representative of LOCAL AGENCY, the Division of Labor Standards Enforcement and the Division of Apprenticeship Standards of the Department of Industrial Relations. Certified payrolls submitted to LOCAL AGENCY, the Division of Labor Standards Enforcement and the Division of Apprenticeship Standards shall not be altered or obliterated by the CONSULTANT.
  - c. The public shall not be given access to certified payroll records by the CONSULTANT. The CONSULTANT is required to forward any requests for certified payrolls to the LOCAL AGENCY Contract Administrator by both email and regular mail on the business day following receipt of the request.
  3. Each CONSULTANT shall submit a certified copy of the records enumerated in paragraph (1) above, to the entity that requested the records within ten (10) calendar days after receipt of a written request.
  4. Any copy of records made available for inspection as copies and furnished upon request to the public or any public agency by LOCAL AGENCY shall be marked or obliterated in such a manner as to prevent disclosure of each individual's name, address, and social security number. The name and address of the CONSULTANT or Subconsultant performing the work shall not be marked or obliterated.
  5. The CONSULTANT shall inform LOCAL AGENCY of the location of the records enumerated under paragraph (1) above, including the street address, city and county, and shall, within five (5) working days, provide a notice of a change of location and address.
  6. The CONSULTANT or Subconsultant shall have ten (10) calendar days in which to comply subsequent to receipt of written notice requesting the records enumerated in paragraph (1) above. In the event the CONSULTANT or Subconsultant fails to comply within the ten (10) day period, he or she shall, as a penalty to LOCAL AGENCY, forfeit one hundred dollars (\$100) for each calendar day, or portion thereof, for each worker, until strict compliance is effectuated. Such penalties shall be withheld by LOCAL AGENCY from payments then due. CONSULTANT is not subject to a penalty assessment pursuant to this section due to the failure of a Subconsultant to comply with this section.
- E. When prevailing wage rates apply, the CONSULTANT is responsible for verifying compliance with certified payroll requirements. Invoice payment will not be made until the invoice is approved by the LOCAL AGENCY Contract Administrator.
- F. Penalty
1. The CONSULTANT and any of its Subconsultants shall comply with Labor Code §1774 and §1775. Pursuant to Labor Code §1775, the CONSULTANT and any Subconsultant shall forfeit to the LOCAL AGENCY a penalty of not more than two hundred dollars (\$200) for each calendar day, or portion thereof, for each worker paid less than the prevailing rates as determined by the Director of DIR for the work or craft in which the worker is

employed for any public work done under the AGREEMENT by the CONSULTANT or by its Subconsultant in violation of the requirements of the Labor Code and in particular, Labor Code §§1770 to 1780, inclusive.

2. The amount of this forfeiture shall be determined by the Labor Commissioner and shall be based on consideration of mistake, inadvertence, or neglect of the CONSULTANT or Subconsultant in failing to pay the correct rate of prevailing wages, or the previous record of the CONSULTANT or Subconsultant in meeting their respective prevailing wage obligations, or the willful failure by the CONSULTANT or Subconsultant to pay the correct rates of prevailing wages. A mistake, inadvertence, or neglect in failing to pay the correct rates of prevailing wages is not excusable if the CONSULTANT or Subconsultant had knowledge of the obligations under the Labor Code. The CONSULTANT is responsible for paying the appropriate rate, including any escalations that take place during the term of the AGREEMENT.
3. In addition to the penalty and pursuant to Labor Code §1775, the difference between the prevailing wage rates and the amount paid to each worker for each calendar day or portion thereof for which each worker was paid less than the prevailing wage rate shall be paid to each worker by the CONSULTANT or Subconsultant.
4. If a worker employed by a Subconsultant on a public works project is not paid the general prevailing per diem wages by the Subconsultant, the prime CONSULTANT of the project is not liable for the penalties described above unless the prime CONSULTANT had knowledge of that failure of the Subconsultant to pay the specified prevailing rate of wages to those workers or unless the prime CONSULTANT fails to comply with all of the following requirements:
  - a. The AGREEMENT executed between the CONSULTANT and the Subconsultant for the performance of work on public works projects shall include a copy of the requirements in Labor Code §§ 1771, 1775, 1776, 1777.5, 1813, and 1815.
  - b. The CONSULTANT shall monitor the payment of the specified general prevailing rate of per diem wages by the Subconsultant to the employees by periodic review of the certified payroll records of the Subconsultant.
  - c. Upon becoming aware of the Subconsultant's failure to pay the specified prevailing rate of wages to the Subconsultant's workers, the CONSULTANT shall diligently take corrective action to halt or rectify the failure, including but not limited to, retaining sufficient funds due the Subconsultant for work performed on the public works project.
  - d. Prior to making final payment to the Subconsultant for work performed on the public works project, the CONSULTANT shall obtain an affidavit signed under penalty of perjury from the Subconsultant that the Subconsultant had paid the specified general prevailing rate of per diem wages to the Subconsultant's employees on the public works project and any amounts due pursuant to Labor Code §1813.
5. Pursuant to Labor Code §1775, LOCAL AGENCY shall notify the CONSULTANT on a public works project within fifteen (15) calendar days of receipt of a complaint that a Subconsultant has failed to pay workers the general prevailing rate of per diem wages.

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

G. Hours of Labor

Eight (8) hours labor constitutes a legal day's work. The CONSULTANT shall forfeit, as a penalty to the LOCAL AGENCY, twenty-five dollars (\$25) for each worker employed in the execution of the AGREEMENT by the CONSULTANT or any of its Subconsultants for each calendar day during which such worker is required or permitted to work more than eight (8) hours in any one calendar day and forty (40) hours in any one calendar week in violation of the provisions of the Labor Code, and in particular §§1810 to 1815 thereof, inclusive, except that work performed by employees in excess of eight (8) hours per day, and forty (40) hours during any one week, shall be permitted upon compensation for all hours worked in excess of eight (8) hours per day and forty (40) hours in any week, at not less than one and one-half (1.5) times the basic rate of pay, as provided in §1815.

21. **Accessibility** 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 comply 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.
22. **Non-Discrimination Clause and Statement Of Compliance**
  - A. The CONSULTANT's signature affixed herein and dated shall constitute a certification under penalty of perjury under the laws of the State of California that the CONSULTANT has, unless exempt, complied with the nondiscrimination program requirements of Gov. Code §12990 and 2 CCR § 8103.
  - B. During the performance of this AGREEMENT, CONSULTANT and its subconsultants shall not deny the AGREEMENT's benefits to any person on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status, nor shall they unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status. CONSULTANT and subconsultants shall insure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment.
  - C. CONSULTANT and subconsultants shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code §12990 et seq.), the applicable regulations promulgated there under (2 CCR §11000 et seq.), the provisions of Gov. Code §§11135-11139.5, and the regulations or standards adopted by LOCAL AGENCY to implement such article. The applicable regulations of the Fair Employment and Housing Commission implementing Gov. Code §12990 (a-f), set forth 2 CCR §§8100-8504, are incorporated into this AGREEMENT by reference and made a part hereof as if set forth in full.

- D. CONSULTANT shall permit access by representatives of the Department of Fair Employment and Housing and the LOCAL AGENCY upon reasonable notice at any time during the normal business hours, but in no case less than twenty-four (24) hours' notice, to such of its books, records, accounts, and all other sources of information and its facilities as said Department or LOCAL AGENCY shall require to ascertain compliance with this clause.
- E. CONSULTANT and its subconsultants shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other Agreement.
- F. CONSULTANT shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under this AGREEMENT.
- G. The CONSULTANT, with regard to the work performed under this AGREEMENT, shall act in accordance with Title VI of the Civil Rights Act of 1964 (42 U.S.C. §2000d et seq.). Title VI provides that the recipients of federal assistance will implement and maintain a policy of nondiscrimination in which no person in the United States shall, on the basis of race, color, national origin, religion, sex, age, disability, be excluded from participation in, denied the benefits of or subject to discrimination under any program or activity by the recipients of federal assistance or their assignees and successors in interest.
- H. The CONSULTANT shall comply with regulations relative to non-discrimination in federally- assisted programs of the U.S. Department of Transportation (49 CFR Part 21 - Effectuation of Title VI of the Civil Rights Act of 1964). Specifically, the CONSULTANT shall not participate either directly or indirectly in the discrimination prohibited by 49 CFR §21.5, including employment practices and the selection and retention of Subconsultants.
- I. CONSULTANT, subrecipient or subconsultant will never exclude any person from participation in, deny any person the benefits of, or otherwise discriminate against anyone in connection with the award and performance of any contract covered by 49 CFR 26 on the basis of race, color, sex, or national origin. In administering the LOCAL AGENCY components of the DBE Program Plan, CONSULTANT, subrecipient or subconsultant will not, directly, or through contractual or other arrangements, use criteria or methods of administration that have the effect of defeating or substantially impairing accomplishment of the objectives of the DBE Program Plan with respect to individuals of a particular race, color, sex, or national origin.
- J. CONSULTANT, subrecipient or subconsultant will never exclude any person from participation in, deny any person the benefits of, or otherwise discriminate against anyone in connection with the award and performance of any contract covered by 49 CFR 26 on the basis of race, color, sex, or national origin. In administering the LOCAL AGENCY components of the DBE Program Plan, CONSULTANT, subrecipient or subconsultant will not, directly, or through contractual or other arrangements, use criteria or methods of administration that have the effect of defeating or substantially impairing accomplishment of the objectives of the DBE Program Plan with respect to individuals of a particular race, color, sex, or national origin.

23. **Drug-Free Workplace** Senate Bill 1120, (Chapter 1170, Statutes of 1990), requires recipients of state grants to maintain a "drug-free workplace". Every person or organization awarded a contract for the procurement of any property or services shall certify as required under Government Code Section 8355-8357 that it will provide a drug-free workplace.

24. **Political Activities** Contractor shall in no instance expend funds or use resources derived from this Contract on any political activities.
25. **Financial, Statistical and Contract-Related Records:**
- 25.1. **Books and Records** Contractor shall maintain statistical records and submit reports as required by County. Contractor shall also maintain accounting and administrative books and records, program procedures and documentation relating to licensure and accreditation as they pertain to this Contract. All such financial, statistical and contract-related records shall be retained for five (5) years or until program review findings and/or audit findings are resolved, whichever is later. Such 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.
- 25.2. **Inspection** Upon reasonable advance notice and during normal business hours or at such other times as may be agreed upon, Contractor shall make all of its books and records available for inspection, examination or copying, to County, or to the State Department of Health Care Services, the Federal Department of Health and Human Services, the Controller General of the United States and to all other authorized federal and state agencies, or their duly authorized representatives.
- 25.3. **Audit** Contractor shall permit the aforesaid agencies or their duly authorized representatives to audit all books, accounts or records relating to this Contract, and all books, accounts or records of any business entities controlled by Contractor who participated in this Contract in any way. All such records shall be available for inspection by auditors designated by County or State, at reasonable times during normal business hours. Any audit may be conducted on Contractor's premises or, at County's option, Contractor shall provide all books and records within fifteen (15) days upon delivery of written notice from County. Contractor shall promptly refund any moneys erroneously charged and shall be liable for the costs of audit if the audit establishes an over-charge of five percent (5%) or more of the Maximum Contract Price.
26. **Audit Review Procedures**
- a. Any dispute concerning a question of fact arising under an interim or post audit of this AGREEMENT that is not disposed of by AGREEMENT, shall be reviewed by LOCAL AGENCY'S Chief Financial Officer.
- b. Not later than thirty (30) calendar days after issuance of the final audit report, CONSULTANT may request a review by LOCAL AGENCY'S Chief Financial Officer of unresolved audit issues. The request for review will be submitted in writing.
- c. Neither the pendency of a dispute nor its consideration by LOCAL AGENCY will excuse CONSULTANT from full and timely performance, in accordance with the terms of this AGREEMENT.
- d. CONSULTANT and subconsultant AGREEMENTs, including cost proposals and Indirect Cost Rates (ICR), may be subject to audits or reviews such as, but not limited to, an AGREEMENT audit, an incurred cost audit, an ICR Audit, or a CPA ICR audit work paper review. If selected for audit or review, the AGREEMENT, cost proposal and ICR and related work papers, if applicable, will be reviewed to verify compliance with 48 CFR 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, LOCAL AGENCY,

or local government officials are allowed full access to the CPA's work papers including making copies as necessary. The AGREEMENT, cost proposal, and ICR shall be adjusted by CONSULTANT and approved by LOCAL AGENCY Contract Administrator to conform to the audit or review recommendations. CONSULTANT agrees that individual terms of costs identified in the audit report shall be incorporated into the AGREEMENT by this reference if directed by LOCAL AGENCY at its sole discretion. Refusal by CONSULTANT to incorporate audit or review recommendations, or to ensure that the federal, LOCAL AGENCY or local governments have access to CPA work papers, will be considered a breach of AGREEMENT terms and cause for termination of the AGREEMENT and disallowance of prior reimbursed costs.

- e. CONSULTANT's Cost Proposal may be subject to a CPA ICR Audit Work Paper Review and/or audit by the Independent Office of Audits and Investigations (IOAI). IOAI, at its sole discretion, may review and/or audit and approve the CPA ICR documentation. The Cost Proposal shall be adjusted by the CONSULTANT and approved by the LOCAL AGENCY Contract Administrator to conform to the Work Paper Review recommendations included in the management letter or audit recommendations included in the audit report. Refusal by the CONSULTANT to incorporate the Work Paper Review recommendations included in the management letter or audit recommendations included in the audit report will be considered a breach of the AGREEMENT terms and cause for termination of the AGREEMENT and disallowance of prior reimbursed costs.
  - During IOAI's review of the ICR audit work papers created by the CONSULTANT's independent CPA, IOAI will work with the CPA and/or CONSULTANT toward a resolution of issues that arise during the review. Each party agrees to use its best efforts to resolve any audit disputes in a timely manner. If IOAI identifies significant issues during the review and is unable to issue a cognizant approval letter, LOCAL AGENCY will reimburse the CONSULTANT at an accepted ICR until a FAR (Federal Acquisition Regulation) compliant ICR {e.g. 48 CFR Part 31; GAGAS (Generally Accepted Auditing Standards); CAS (Cost Accounting Standards), if applicable; in accordance with procedures and guidelines of the American Association of State Highways and Transportation Officials (AASHTO) Audit Guide; and other applicable procedures and guidelines} is received and approved by IOAI.

Accepted rates will be as follows:

- a. If the proposed rate is less than one hundred fifty percent (150%) - the accepted rate reimbursed will be ninety percent (90%) of the proposed rate.
  - b. If the proposed rate is between one hundred fifty percent (150%) and two hundred percent (200%) - the accepted rate will be eighty-five percent (85%) of the proposed rate.
  - c. If the proposed rate is greater than two hundred percent (200%) - the accepted rate will be seventy-five percent (75%) of the proposed rate.
- If IOAI is unable to issue a cognizant letter per paragraph e above, IOAI may require CONSULTANT to submit a revised independent CPA-audited ICR and audit report within three(3) months of the effective date of the management letter. IOAI will then have up to six (6) months to review the CONSULTANT's and/or the independent CPA's revisions.
    - 1. CONSULTANT fails to comply with the provisions of this paragraph e, or if IOAI is still unable to issue a cognizant approval letter after the revised independent CPA audited ICR is submitted, overhead cost reimbursement will be limited to the accepted ICR that was established upon initial rejection of the ICR and set forth in paragraph E.1. above for all rendered services. In this event, this accepted ICR will

become the actual and final ICR for reimbursement purposes under this AGREEMENT.

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

27. **Retention of Record/Audits**

For the purpose of determining compliance with Gov. Code § 8546.7, the CONSULTANT, Subconsultants, and LOCAL AGENCY shall maintain all books, documents, papers, accounting records, Independent CPA Audited Indirect Cost Rate workpapers, and other evidence pertaining to the performance of the AGREEMENT including, but not limited to, the costs of administering the

AGREEMENT. All parties, including the CONSULTANT's Independent CPA, shall make such workpapers and materials available at their respective offices at all reasonable times during the AGREEMENT period and for three (3) years from the date of final payment under the AGREEMENT. LOCAL AGENCY, Caltrans Auditor, FHWA, or any duly authorized representative of the Federal government having jurisdiction under Federal laws or regulations (including the basis of Federal funding in whole or in part) shall have access to any books, records, and documents of the CONSULTANT, Subconsultants, and the CONSULTANT's Independent CPA, that are pertinent to the AGREEMENT for audits, examinations, workpaper review, excerpts, and transactions, and copies thereof shall be furnished if requested without limitation.

28. **Termination**

- A. A Material Breach, as defined pursuant to the terms of this Contract 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.
- B. 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) calendar days written notice to Contractor.**
- C. 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.
- D. County, upon giving **thirty (30) 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.

In the event this Contract is terminated:

- 1) Contractor shall deliver copies of all writings prepared by it pursuant to this Contract. The term "writings" shall be construed to mean and include: handwriting, typewriting, printing, photostating, photographing, and every other means of recording upon any tangible thing any form of communication or representation, including letters, words, pictures, sounds, or symbols, or combinations thereof.
- 2) County shall have full ownership and control of all such writings delivered by Contractor pursuant to this Contract.
- 3) County shall pay Contractor the reasonable value of services rendered by Contractor to the date of termination pursuant to this Contract not to exceed the amount documented by Contractor and approved by County as work accomplished to date; provided, however, that in no event shall any payment hereunder exceed the amount of the Contract specified in Exhibit B, and further provided, however, County shall not in any manner be liable for lost profits which might have been made by Contractor had Contractor completed the services required by this Contract. In this regard, Contractor shall furnish to County such financial information as in the judgment of the County is necessary to determine the reasonable value of the services rendered by Contractor. The foregoing is cumulative and does not affect any right or remedy, which County may have in law or equity.

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

- A. Any dispute, other than audit, concerning a question of fact arising under this AGREEMENT that is not disposed of by agreement shall be decided by a committee consisting of LOCAL AGENCY's Contract Administrator and Community Development Agency Director, who may consider written or verbal information submitted by CONSULTANT.
- B. Not later than thirty (30) calendar days after completion of all work under the AGREEMENT, CONSULTANT may request review by LOCAL AGENCY Governing Board of unresolved claims or disputes, other than audit. The request for review will be submitted in writing.
- C. Neither the pendency of a dispute, nor its consideration by the committee will excuse CONSULTANT from full and timely performance in accordance with the terms of this AGREEMENT.

30. **Claims Filed By Local Agency's Construction Contractor**

- A. If claims are filed by LOCAL AGENCY's construction contractor relating to work performed by CONSULTANT's personnel, and additional information or assistance from CONSULTANT's personnel is required in order to evaluate or defend against such claims; CONSULTANT agrees to make its personnel available for consultation with LOCAL AGENCY'S construction contract administration and legal staff and for testimony, if necessary, at depositions and at trial or arbitration proceedings.
- B. CONSULTANT's personnel that LOCAL AGENCY considers essential to assist in defending against construction contractor claims will be made available on reasonable notice from LOCAL AGENCY. Consultation or testimony will be reimbursed at the same rates, including travel costs that are being paid for CONSULTANT's personnel services under this AGREEMENT.
- C. Services of CONSULTANT's personnel in connection with LOCAL AGENCY's construction contractor claims will be performed pursuant to a written contract amendment, if necessary, extending the termination date of this AGREEMENT in order to



resolve the construction claims.

31. **Intellectual Property** To the extent County provides any of its own original photographs, diagrams, plans, documents, information, reports, computer code and all recordable media together with all copyright interests thereto, not the property of Contractor (herein “Intellectual Property”), which concern or relate to this Contract and which have been prepared by, for or submitted to Contractor by County, shall be the property of County, and upon fifteen (15) days demand therefor, shall be promptly delivered to County without exception.
32. **Waiver** One or more waivers by one party of any major or minor breach or default of any provision, term, condition, or covenant of this Contract shall not operate as a waiver of any subsequent breach or default by the other party.
33. **Conflict of Interest** Contractor certifies that no official or employee of the County, nor any business entity in which an official of the County has an interest, has been employed or retained to solicit or aid in the procuring of this Contract. In addition, Contractor agrees that no such person will be employed in the performance of this Contract unless first agreed to in writing by County. This includes prior Nevada County employment in accordance with County Personnel Code.
  - A. During the term of this AGREEMENT, the CONSULTANT shall disclose any financial, business, or other relationship with LOCAL AGENCY that may have an impact upon the outcome of this AGREEMENT or any ensuing LOCAL AGENCY construction project. The CONSULTANT shall also list current clients who may have a financial interest in the outcome of this AGREEMENT or any ensuing LOCAL AGENCY construction project which will follow.
  - B. CONSULTANT certifies that it has disclosed to LOCAL AGENCY any actual, apparent, or potential conflicts of interest that may exist relative to the services to be provided pursuant to this AGREEMENT. CONSULTANT agrees to advise LOCAL AGENCY of any actual, apparent or potential conflicts of interest that may develop subsequent to the date of execution of this AGREEMENT. CONSULTANT further agrees to complete any statements of economic interest if required by either LOCAL AGENCY ordinance or State law.
  - C. The CONSULTANT hereby certifies that it does not now have nor shall it acquire any financial or business interest that would conflict with the performance of services under this AGREEMENT.
  - D. The CONSULTANT hereby certifies that the CONSULTANT or subconsultant and any firm affiliated with the CONSULTANT or subconsultant that bids on any construction contract or on any Agreement to provide construction inspection for any construction project resulting from this AGREEMENT, has established necessary controls to ensure a conflict of interest does not exist. An affiliated firm is one, which is subject to the control of the same persons, through joint ownership or otherwise.
34. **Rebates, Kickbacks Or Other Unlawful Consideration** The CONSULTANT warrants that this AGREEMENT was not obtained or secured through rebates, kickbacks or other unlawful consideration either promised or paid to any LOCAL AGENCY employee. For breach or violation of this warranty, LOCAL AGENCY shall have the right, in its discretion, to terminate this AGREEMENT without liability, to pay only for the value of the work actually performed, or to deduct from this AGREEMENT price or otherwise recover the full amount of such rebate, kickback or other unlawful consideration.

35. **Prohibition of Expending Local Agency, State, Or Federal Funds For Lobbying**
- A. The CONSULTANT certifies, to the best of his or her knowledge and belief, that:
1. No State, Federal, or LOCAL AGENCY appropriated funds have been paid or will be paid, by or on behalf of the CONSULTANT, to any person for influencing or attempting to influence an officer or employee of any local, State, or Federal agency, a Member of the State Legislature or United States Congress, an officer or employee of the Legislature or Congress, or any employee of a Member of the Legislature or Congress in connection with the awarding or making of this AGREEMENT, or with the extension, continuation, renewal, amendment, or modification of this AGREEMENT.
  2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this AGREEMENT, the CONSULTANT shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- B. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. §1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than ten thousand dollars (\$10,000) and not more than one hundred thousand dollars (\$100,000) for each such failure.
- C. The CONSULTANT also agrees by signing this document that he or she shall require that the language of this certification be included in all lower tier subagreements, which exceed one hundred thousand dollars (\$100,000), and that all such subrecipients shall certify and disclose accordingly.
36. **Entirety of Contract** This Contract contains the entire Contract of County and Contractor with respect to the subject matter hereof, and no other Contract, statement, or promise made by any party, or to any employee, officer or agent of any party, which is not contained in this Contract, shall be binding or valid.
37. **Alteration** No waiver, alteration, modification, or termination of this Contract shall be valid unless made in writing and signed by all parties, except as expressly provided in Section 28, Termination.
38. **Governing Law and Venue** This Contract is executed and intended to be performed in the State of California, and the laws of that State shall govern its interpretation and effect. The venue for any legal proceedings regarding this Contract shall be the County of Nevada, State of California. Each party waives any Federal court removal and/or original jurisdiction rights it may have.
39. **Compliance with Applicable Laws** 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.
40. **Debarment and Suspension Certification** The CONSULTANT's signature affixed herein shall constitute a certification under penalty of perjury under the laws of the State of California, that the CONSULTANT or any person associated therewith in the capacity of owner, partner, director, officer or manager:
41. **Subrecipient** This contract shall not be subject to subrecipient status as such: the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, 2

CFR Part 200 et al (commonly referred to as the “OMB Super Circular” or “Uniform Guidance”). A copy of these regulations is available at the link provided herein for the Code of Federal Regulations.

[https://www.ecfr.gov/cgi-bin/text-idx?tpl=/ecfrbrowse/Title02/2cfr200\\_main\\_02.tpl](https://www.ecfr.gov/cgi-bin/text-idx?tpl=/ecfrbrowse/Title02/2cfr200_main_02.tpl)

42. **Cost Principles and Administrative Requirements**

- A. The CONSULTANT agrees that 48 CFR Part 31, Contract Cost Principles and Procedures, shall be used to determine the allowability of individual terms of cost.
- B. The CONSULTANT also agrees to comply with Federal procedures in accordance with 2 CFR Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.
- C. Any costs for which payment has been made to the CONSULTANT that are determined by subsequent audit to be unallowable under 48 CFR Part 31 or 2 CFR Part 200 are subject to repayment by the CONSULTANT to LOCAL AGENCY.
- D. When a CONSULTANT or Subconsultant is a Non-Profit Organization or an Institution of Higher Education, the Cost Principles for Title 2 CFR Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards shall apply.

43. **Additional Contractor Responsibilities**

- A. This section omitted.
- B. Contractor will immediately notify County of any active complaints, lawsuits, licensing or regulatory investigations, reports of fraud or malfeasance, or criminal investigations regarding its operations. Contractor agrees to work cooperatively with County in response to any investigation commenced by County with regard to this Contract or the clients served herein, including providing any/all records requested by County related thereto.
- C. This section omitted.

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

45. **Safety**

- A. CONSULTANT shall comply with OSHA regulations applicable to CONSULTANT regarding necessary safety equipment or procedures. CONSULTANT shall comply with safety instructions issued by LOCAL AGENCY Safety Officer and other LOCAL AGENCY representatives. CONSULTANT personnel shall wear hard hats and safety vests at all times while working on the construction project site.
- B. Pursuant to the authority contained in Vehicle Code §591, LOCAL AGENCY has determined that such areas are within the limits of the project and are open to public traffic. CONSULTANT shall comply with all of the requirements set forth in Divisions 11, 12, 13, 14, and 15 of the Vehicle Code. CONSULTANT shall take all reasonably necessary precautions for safe operation of its vehicles and the protection of the traveling public from injury and damage from such vehicles.

46. **Evaluation of Consultant** CONSULTANT's performance will be evaluated by LOCAL AGENCY. A copy of the evaluation will be sent to CONSULTANT for comments. The evaluation together with the comments shall be retained as part of the AGREEMENT record.
47. **Notification** Any notice or demand desired or required to be given hereunder shall be in writing and deemed given when personally delivered or deposited in the mail, postage prepaid, and addressed to the parties as follows:

**COUNTY OF NEVADA:**

Nevada County  
Public Works Department  
Address: 950 Maidu Ave, Suite 170  
  
City, St, Zip Nevada City, CA 95959  
Attn: Patrick Perkins  
Email: Patrick.perkins@nevadacountyca.gov  
Phone: 530.265.1712

**CONTRACTOR:**

Name of firm  
Dokken Engineering, Inc.  
Address 110 Blue Ravine Road Suite 200  
City, St, Zip Folsom, Ca 95630  
Attn: Matt Griggs  
Email: mgriggs@dokkenengineering.com  
Phone: 916-719-7123

Any notice so delivered personally shall be deemed to be received on the date of delivery, and any notice mailed shall be deemed to be received five (5) days after the date on which it was mailed.

Executed as of the day first above stated:

**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.

**COUNTY OF NEVADA:**

By: \_\_\_\_\_ Date: \_\_\_\_\_

Printed Name/Title: Honorable Heidi Hall, Chair, of the Board of Supervisors

By: \_\_\_\_\_

Attest: Clerk of the Board of Supervisors, or designee

Approved as to Form – County Counsel:

By: \_\_\_\_\_ Date: \_\_\_\_\_

**CONTRACTOR:** Click or tap here to enter text.

By: \_\_\_\_\_ Date: \_\_\_\_\_

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

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

By: \_\_\_\_\_ Date: \_\_\_\_\_

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

\* Title: \_\_\_\_\_ Secretary \_\_\_\_\_

***\*If Contractor is a corporation, this Contract must be signed by two corporate officers; one of which must be the secretary of the corporation, and the other may be either the President or Vice President, unless an authenticated corporate resolution is attached delegating authority to a single officer to bind the corporation (California Corporations Code Sec. 313).***

**Exhibits**

- A. Schedule of Services
- B. Schedule of Charges and Payments
- C. Insurance Requirements

## **EXHIBIT A**

### **SCHEDULE OF SERVICES**

#### **INTRODUCTION**

The work to be performed under this AGREEMENT is described below as Scope of Work, and incorporated by reference. If there is any conflict between the approved Cost Proposal and this AGREEMENT, this AGREEMENT shall take precedence.

#### **1. Consultant's Reports or Meetings**

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

## Scope of Work

### HIRSCHDALE ROAD @ TRUCKEE RIVER BRIDGE

*Revised November 15, 2024*

This scope of work includes engineering services for the construction phase design and environmental support and additional environmental services to complete the post construction mitigation monitoring and reporting.

#### ENGINEERING BID AND CONSTRUCTION SUPPORT

This amendment provides the necessary level of budget for Dokken to support the County through bidding and construction of the project. It also restores budget for this task that was part of the original agreement, but that was transferred under prior amendments to perform additional necessary tasks. These bid and construction support services will be performed on an hourly basis as requested by the County or the Resident Engineer.

##### Answering RFI's

Dokken will provide on-going interpretation of contract documents, 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. Dokken will also be available with bridge or roadway staff for possible periodic site visits to address site conditions or RFI's.

##### Hydraulic Analysis of Contractor's Trestle

HDR/Wreco will add the Contractor's proposed trestle design into the hydraulic model of the river to evaluate their proposed trestle design with the design flow of 6,000 cfs and with a typical summer discharge. HDR will provide the resulting water surface elevation and river velocity associated with the proposed trestle for the Contractor's use in determining temporary scour countermeasures to be placed with the trestle construction and those necessary to protect the temporary trestle approach fills, as required by the project permits.

##### Review of Shop Drawings

Shop drawings and material submittals will be reviewed and approved or returned for corrections. These are anticipated to include swallow netting, river diversion for bridge removal and Pier 2 construction, bridge removal plans, post-tensioning plans, micro-pile plans, 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.

##### Preparation of As-Built Drawings

Dokken will prepare final as-built drawings for the County from red-line marked plans provided by the Construction Resident Engineer. The as-builts will be prepared electronically in CAD and pdf format.

##### Deliverables

- |  |                                 |
|--|---------------------------------|
| • Bid Support and Addendums              | • Response to RFIs              |
| • Response to County or Bidder Inquiries | • Hydraulic Analysis of Trestle |
| • Shop Drawing Review Comments           | • As-Built Drawings             |

These construction support tasks do not include falsework reviews or structural review of the temporary trestle.

## **ENVIRONMENTAL CONSTRUCTION SUPPORT**

### **Pre-Construction Meeting Attendance**

Prior to the start of construction, Dokken staff will attend pre-construction meetings as requested by the County. Dokken will provide any necessary materials (maps, exhibits, etc.) related to environmental construction support services and will offer relevant expertise on potential environmental concerns or issues. This scope assumes attendance of up to two pre-construction meetings.

### **Pre-Construction Nesting Bird Surveys**

If vegetation removal occurs during the nesting bird season (February 15 through August 31), a Dokken biologist will conduct a nesting bird survey within 7 days prior to vegetation removal. Should any swallows or migratory nesting birds be found during pre-construction survey efforts, Dokken will coordinate with the CM team and contractor to oversee implementation of the appropriate no-work buffer from the active nest, as specified in measure BIO-2 in the project's Mitigation and Monitoring Reporting Program (MMRP) and measures 2.11 and 2.12 from the Final 1602 Agreement. If an adequate buffer is not feasible, Dokken will coordinate with the appropriate regulatory agencies and the construction contractor to identify a solution to minimize construction delays.

Additionally, Dokken's biologist will monitor removal of inactive swallow nests and installation of exclusion devices on the existing bridge.

Given the proposed suspension of construction activity during the 2024/2025 winter season, Dokken will conduct a second pre-construction nesting bird survey prior to the second season of work (anticipated spring 2025). This scope includes a total of two pre-construction nesting bird surveys along with two survey memorandum documenting results of the survey. Regular monitoring of active nests is not included in this scope.

### **Environmental Awareness Training**

Prior to and throughout the duration of construction, Dokken's biologist will provide Environmental Awareness Trainings to all construction personnel. The trainings will involve information on project/ESA boundaries, sensitive habitats, special status species, and a review of all BMPs and measures to be followed by construction personnel, per BIO-5 of the project's MMRP. A training video can be provided if desired by the County. Dokken will retain documentation of the personnel who attend the environmental awareness trainings. This scope includes up to 6 environmental awareness trainings - three for each construction season. An Environmental Awareness Training video can be prepared if determined helpful.

### **Biological Construction Monitoring**

At the start of construction, Dokken's biologists will oversee the installation of ESA fencing, to prevent encroachment into the live channel and adjacent wetland and riparian areas. Dokken's biologists will also oversee initial ground disturbance, vegetation removal, and installation and removal of water diversion. After these activities are complete, site visits will be conducted twice a month throughout the duration of construction. Throughout construction, the project biologist will monitor the site to ensure project proponents are complying with terms and conditions set forth in the MMRP and will coordinate with the Resident Engineer to remediate any potential noncompliance. This scope assumes two construction seasons and up to 25 site visits by a Dokken biologist.

### **Regulatory Agency Coordination**

Dokken will coordinate with California Department of Fish and Wildlife and Regional Water Quality Control Board throughout construction to remain in compliance with project permit terms and conditions. Dokken will submit pre-construction notifications and supporting materials including project scheduled, resumes, pre-constructions survey results, and other relevant materials requested by the agencies. Once construction is complete, Dokken will submit permit closeouts to all permitting agencies, along with supporting materials including photographic documentation of pre- and post- project construction conditions, the completed signed MMRP, and as-built drawings. Agency notifications



will be provided at the beginning of construction, through construction, as applicable, and at the completion of construction to closeout project permits.

### Contractor Submittal Review and Coordination

Dokken will review relevant contractor submittals for environmental compliance, respond to environmental related RFIs and coordinate with the appropriate environmental regulatory agencies for approval, if applicable. Submittals that need environmental review may include changes to native plantings/hydroseed mix, a demolition plan, request for work extensions, and a temporary water diversion plan. This scope assume review of up to 5 submittals.

<u>Deliverables</u>	
• Necessary materials for pre-construction meeting	• Environmental awareness training documentation
• Two pre-construction nesting bird surveys and memorandums	• Regulatory agency documentation

## POST CONSTRUCTION ENVIRONMENTAL SUPPORT

### Five Year Monitoring and Reporting for Onsite Revegetation Efforts

Dokken will oversee the initial installation of native plants to ensure all material is native, in good condition, and is planted appropriately to maximize successful establishment. After completion of revegetation activities, Dokken will monitor the onsite revegetation for 5 years in accordance with Measure 4.4 in the Final 1602 Agreement. As outlined in the agency approved Habitat Mitigation and Monitoring Plan, Dokken will complete 4 site visits per year to ensure plantings are meeting the success criteria or identify any corrective actions required (e.g., removal of invasive, supplemental watering, etc.). This scope includes preparation and submittal of 5 annual reports documenting the success of the onsite revegetation.

<u>Deliverables</u>	
• Five years of monitoring and reporting for onsite revegetation	

• Design support during construction	\$71,144.68
• Environmental support during construction	\$62,474.02
• Post-construction environmental revegetation (mitigation) monitoring	\$85,982.98
<b>Total Truckee River</b>	<b>\$ 219,601.68</b>

END OF SCOPE OF WORK ( Truckee River)

# Scope of Work

## HINTON OVERHEAD

*Revised November 19, 2024*

This scope of work includes engineering services for the construction phase design and environmental support. These services are provided on an hourly basis as-requested by the County Project Manager and Resident Engineer.

### ENGINEERING BID AND CONSTRUCTION SUPPORT

This amendment provides the necessary level of budget for Dokken to support the County through bidding and construction of the project. It also restores budget for this task that was part of the original agreement, but that was transferred under Amendment No. 1 to perform Extended Phase 1 Testing and Reporting for cultural concerns that arose during the environmental phase of the project.

#### Answering FI's

Dokken will be provide on-going interpretation of contract documents, including environmental documents and the new Overpass Agreement with the Union Pacific Railroad, 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.

Upon receipt of survey information for the UPRR drainage ditch on the north side of Bent 3, Dokken will provide a detail for the flowline of the 18" HDPE pipe requested by UPRR.

Dokken will attend periodic site visits if requested by the County or the Resident Engineer, to address site conditions, modifications to the work or RFI's.

#### 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, bat eviction details, 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.

#### Preparation of As-Built Drawings

Dokken will prepare final as-built drawings for the County from red-line marked plans provided by the Construction Resident Engineer. The as-builts will be prepared electronically in CAD and in pdf formats.

#### Deliverables

- |   |  |
|---|--|
| <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 or air monitoring for polyester concrete overlays.



## ENVIRONMENTAL CONSTRUCTION SUPPORT

### Pre-Construction Meeting Attendance

Prior to the start of construction, Dokken staff will attend pre-construction meetings as requested by the County. Dokken will provide any necessary materials (maps, exhibits, etc.) related to environmental construction support services and will offer relevant expertise on potential environmental concerns or issues. Per ESA/SOIS-3 in the project's Mitigation and Monitoring Reporting Program (MMRP), at least one pre-construction meeting with the Resident Engineer, County-designated Archaeologist (provided by Dokken), and Contractor is required. This scope assumes attendance at one pre-construction meeting.

### Archaeologist PS&E Submittal to Caltrans Cultural Staff

The Dokken archaeologist will notify Caltrans cultural staff (PQS) in writing that the PS&E package is consistent with the ESA/SOIS Action Plan. The archaeologist will itemize how and where the PS&E package addresses the PQS environmental requirements.

### Environmental Awareness Training

Prior to and throughout the duration of construction, Dokken's biologists and archaeologists will provide Environmental Awareness Trainings to all construction personnel. The trainings will involve information on project/ESA boundaries, sensitive habitats, special status species, and a review of all BMPs and measures to be followed by construction personnel, per BIO-5 of the project's MMRP and the ESA/SOIS Action Plan. Dokken will retain documentation of the personnel who attend the environmental awareness trainings. This scope includes up to 2 cultural environmental awareness trainings and 1 biological environmental awareness training. An Environmental Awareness Training video can be prepared if determined helpful.

### Archaeologist Construction Monitoring

In accordance with ESA/SOIS-4 and ESA/SOIS-5 in the project's MMRP, Dokken's archaeologists will oversee the installation of ESA fencing and will perform a field review of the ESA fencing location one week prior to construction. Dokken's archaeologist will notify Caltrans PQS, in writing, once complete. Throughout construction, Dokken's archaeologists will conduct periodic monitoring of the ESA fencing, per ESA/SOIS-8 in the project's MMRP. Once construction is complete, Dokken's archaeologists will monitor removal of the fencing and notify Caltrans in writing per ESA/SOIS- 13 in the project's MMRP. This scope assumes up to 20 site visits.

### Contractor Submittal Review and Coordination

Dokken will review relevant contractor submittals for environmental compliance, respond to environmental related RFIs and coordinate with the appropriate environmental regulatory agencies for approval, if applicable. Submittals that need environmental review may include changes to native plantings/hydroseed mix, a demolition plan, and request for work extensions. This scope assume review of up to 5 submittals.

### Caltrans PQS Coordination

Upon completion of each measure listed in the ESA/SOIS Action plan, written notification will be prepared by Dokken archaeologists and sent to the appropriate Caltrans PQS. This scope assumes preparation of up to 6 written notifications. If unexpected resources are discovered in construction that require additional documentation, Dokken is available to provide these services, but it would be beyond what is included in this scope.

#### Deliverables

- Necessary materials for pre-construction meeting
- Environmental awareness training documentation
- Caltrans PQS notifications



## ARCHITECTURAL HISTORIAN SUPPORT SERVICES (GPA, DBE)

### GPA Project Management

GPA will consult with the client and consultant team as needed to complete the report. All work products will be peer-reviewed for quality control.

### Pre-Construction Plan Review and Memo (ESA/SOIS-1)

GPA architectural historians will review the plans and specifications related to the railroad track work in the PS&E package to ensure the project meets Standards 1, 2, 9, and 10. A memo will be prepared summarizing the results of the review to inform written notification to Caltrans PQS. This scope assumes a maximum of three rounds of comments: one from Dokken, one from the County, and one from Caltrans. GPA also assumes that the project will comply with the relevant Standards and additional reviews of revised materials will not be necessary.

While construction is underway, a GPA architectural historian will conduct a site visit to inspect the railroad track work to ensure compliance with the applicable Standards. GPA assumes that the work will be ready for inspection at a prearranged time and multiple site visits will not be necessary. Digital photographs will be taken during the field survey and a construction monitoring memo will be prepared to inform written notification to Caltrans PQS. This scope assumes a maximum of three rounds of comments on the memo: one from Dokken, one from the County, and one from Caltrans.

### Post-Construction Field Review and Memo (ESA/SOIS-12)

Once construction is complete, a GPA architectural historian will conduct a second site visit to inspect the completed railroad track work to ensure it complies with the applicable Standards. GPA assumes that the work will be ready for inspection at a prearranged time and multiple site visits will not be necessary. Digital photographs will be taken during the field survey and a construction monitoring memo will be prepared to inform written notification to Caltrans PQS. This scope assumes a maximum of three rounds of comments on the memo: one from Dokken, one from the County, and one from Caltrans.

#### Deliverables

- Pre-construction Plan Review Memo
- Construction Field Review Memo
- Post-Construction Field Review Memo

Design Services During Construction	\$ 37,343
Environmental Construction Support	\$ 31,886
<u>Architectural Historian Services</u>	<u>\$ 14,231</u>
<b>Total Hinton CE Services</b>	<b>\$83,460</b>

END OF SCOPE OF WORK Hinton Overcrossing

## **SCOPE OF SERVICES, DOG BAR ROAD AT BEAR RIVER BRIDGE**

*Revised November 18, 2024*

This scope of work includes engineering services for the construction phase design and environmental support. These services are provided on an as-requested basis from the County Project Manager and Resident Engineer. Post-construction services related to oversight of plant installation, Foothill Yellow-Legged Frog Habitat enhancements, and five years of monitoring and reporting are not included in this amendment. These services are anticipated to be necessary and may be addressed in a subsequent amendment.

### **ENGINEERING BID AND CONSTRUCTION SUPPORT**

This amendment provides the necessary level of budget for Dokken to support the County through construction of the project. It also restores budget for this task that was part of the original agreement, but that was transferred under prior amendments to perform additional necessary tasks. These construction support services will be performed on an hourly basis as requested by the County or the Resident Engineer.

#### **Answering RFI's**

Dokken will provide on-going interpretation of contract documents, 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. Dokken will also be available with bridge or roadway staff for possible periodic site visits to address site conditions or RFI's.

#### **Review of Shop Drawings**

Shop drawings and material submittals will be reviewed and approved or returned for corrections. These are anticipated to include river diversion plans for bridge removal and Pier 2 construction, bridge removal plans, post-tensioning plans, micro-pile plans, 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.

#### **Preparation of As-Built Drawings**

Dokken will prepare final as-built drawings for the County from red-line marked plans provided by the Construction Resident Engineer. The as-builts will be prepared electronically in CAD and pdf format.

#### **Deliverables**

- |  |                     |
|--|---------------------|
| • Bid support and Addendums              | • Response to RFIs  |
| • Response to County or Bidder Inquiries | • As-Built Drawings |
| • Shop Drawing Review Comments           |                     |

These construction support tasks do not include falsework reviews.

## ENVIRONMENTAL CONSTRUCTION SUPPORT

Dokken's environmental team will provide environmental construction support services for the Dog Bar Road Bridge Replacement Project. Dokken will coordinate implementation of project environmental commitments outlined in the environmental documents and agency permits with the County, CM team, Contractor, and permitting agencies.

The following scope of work assumes the project will be constructed in approximately 210-230 working days over two seasons. Dokken will perform and deliver the following environmental pre-construction surveys, compliance site visits, reviews and approvals, and agency coordination. Post-construction support is not included. This scope assumes that any daily environmental monitoring and the tasks required by the Incidental Take Permit will be provided by the contractor supplied biologist.

## ENVIRONMENTAL CONSTRUCTION SUPPORT

### Pre-Construction Meeting Attendance

Prior to the start of construction, Dokken will attend pre-construction meetings as requested by the County. Dokken will provide any necessary materials (maps, exhibits, etc.) related to environmental construction support services and will offer relevant expertise on potential environmental concerns or issues. This scope assumes attendance of up to two pre-construction meetings.

### Pre-Construction Nesting Bird Surveys

If vegetation removal occurs during the nesting bird season (February 15 through August 31), a Dokken biologist will conduct a nesting bird survey no more than 3 days prior to vegetation removal. This scope assumes that some of the tree and vegetation would be cut (but not removed) prior to the nesting bird season. Should any swallows or migratory nesting birds be found during pre-construction survey efforts, Dokken will coordinate with the CM team and Contractor to oversee implementation of an appropriate no-work buffer from the active nest, as specified in measure BIO-19. If an adequate buffer is not feasible, Dokken will coordinate with the appropriate regulatory agencies and the Contractor to identify a solution to minimize construction delays.

Given the proposed suspension of construction activity during the 2025/2026 winter season, Dokken will conduct a second pre-construction nesting bird survey prior to the second season of work (anticipated spring 2026). This scope includes a total of two pre-construction nesting bird surveys along with two survey memorandum documenting results of the survey. Regular monitoring of active nests is not included in this scope.

### Site Visits and Oversight of Biological Monitoring and Reporting

Dokken's biologist will oversee the Contractor-supplied biological monitoring throughout construction and will be present during initial clearing and grubbing activities. Once these activities are complete, Dokken will conduct 1-2 site visit per month during active construction to ensure permit compliance (e.g., inspect ESA fencing and BMPs). Dokken will oversee all biological monitoring and review compliance reports supplied by the Contractor-supplied biologist. This scope assumes two construction seasons and up to 30 site visits by a Dokken biologist.

### Environmental Commitment Record Tracking

Dokken will maintain a comprehensive Environmental Commitment Record (ECR). The ECR is a compilation of Environmental Document and agency permit commitments that the County is obligated to implement. A Dokken biologist/environmental planner will ensure measures of the project's ECR are being adhered to/implemented and will sign off as each measure is complied with. Throughout construction, Dokken will ensure project proponents are complying with terms and conditions set forth in the ECR and will coordinate with the Resident Engineer to remediate any potential



incompliance. At the project's completion, the bound and signed ECR will be provided to the County and permitting agencies as part of the permit closeout and record of compliance.

### **Native American Coordination and Cultural Resources Support**

Dokken cultural staff will be prepared to offer assistance with Native American coordination needed during construction, including notifying Tribes prior to groundbreaking activities and facilitating timing of site visits requested by the Tribes. This scope of work includes one virtual meeting and one site visit with Native American members or representatives to discuss site conditions, and construction schedule/activities. Additionally, this scope of work includes up to two site visits to assist with identification of artifacts that may be discovered during construction. This scope of work does not include National Register of Historic Places/California Register of Historical Resources evaluation of artifacts, reporting on discoveries made during construction, the development of mitigation strategies, or coordination with Tribes or agencies in the event that a cultural resource requiring NEPA/CEQA assessment is discovered during construction. Furthermore, this effort does not include compensation for surveying or monitoring performed by Native American Tribes.

#### **Deliverables**

- Two pre-construction nesting bird surveys and memorandums
- Site visits throughout construction and oversight of biological monitoring/reporting performed by a Contractor-supplied biologist
- ECR Tracking and Compliance
- Provide cultural resources support and Native American coordination

## **ENVIRONMENTAL COORDINATION SERVICES**

### **Contractor Submittal Review and Coordination**

Dokken will review relevant contractor submittals, including submittals from the contractor-supplied biologist, for environmental compliance, respond to environmental related RFIs and coordinate with the appropriate environmental regulatory agencies for approval, as applicable. Submittals that need environmental review may include changes to native plantings/hydroseed mix, dust control plans, request for work extensions, temporary water diversion plans, resumes for the contractor-supplied biologist, ITP daily/monthly compliance reports, relocation plans, and environmental awareness training materials. This scope assume review of up to 25 submittals.

### **Regulatory Agency Coordination**

Dokken will coordinate with California Department of Fish and Wildlife (1602 and ITP), Central Valley Flood Protection Board, and Regional Water Quality Control Board throughout construction to remain in compliance with project permits terms and conditions. Dokken will submit pre-construction notifications and supporting materials including project scheduled, resumes, pre-constructions survey results, and other relevant materials requested by the agencies. Additionally, Dokken will submit a monthly report to the RWQCB throughout the duration of construction, in accordance with the Project's 401 permit. All reporting required by the ITP will be completed by the Contractor-supplied biologist. Once construction is complete, Dokken will submit permit closeouts to all permitting agencies, along with supporting materials including photographic documentation of pre- and post- project construction conditions, the completed signed Mitigation and Monitoring Reporting Program, and as-built drawings. Agency notifications will be provided at the beginning of construction, through construction, as applicable, and at the completion of construction to closeout project permits.

## NEVADA COUNTY – BEAR RIVER AT DOG BAR ROAD BRIDGE REPLACEMENT PROJECT

### Deliverables

- Pre and post permit agency notifications
- Monthly 401 RWQCB reports throughout construction

• Design Support During Construction	\$64,721.07
• Environmental Construction Support	\$93,617.42
<b>Total</b>	<b>\$158,338.49</b>

END OF SCOPE OF WORK (Dog Bar)



## **EXHIBIT B**

### **SCHEDULE OF CHARGES AND PAYMENTS**

#### Maximum Limit & Fee Schedule

Contractor's compensation shall be paid at the schedule shown below.

All expenses of Contractor, including any expert or professional assistance retained by Contractor to complete the work performed under this contract shall be borne by the Contractor.

The total of all payments made under this Contract shall not exceed the amount shown in Section 3 of this contract.

#### Invoices

Invoices shall be submitted to County in a form and with sufficient detail as required by County. Work performed by Contractor will be subject to final acceptance by the County project manager(s).

Submit all invoices to:

Nevada County  
Public Works Department  
Address: 950 Maidu Ave, Ste 170  
City, St, Zip Nevada City, CA  
Attn: Patrick Perkins  
Email: [Patrick.perkins@nevadacountyca.gov](mailto:Patrick.perkins@nevadacountyca.gov)  
Phone: 530-265-1411

#### Allowable Costs and Payments

- A. The method of payment for the following items shall be at the rate specified for each item, as described in this Article. The specified rate shall include full compensation to CONSULTANT for the item as described, including but not limited to, any repairs, maintenance, or insurance, and no further compensation will be allowed therefore.
- B. The specified rate to be paid for vehicle expense for CONSULTANT's field personnel shall be per approved Cost Proposal. This rate shall be for fully equipped vehicle(s) specified in Article III Statement of Work, as applicable. The specified rate to be paid for equipment shall be, as listed in the approved Cost Proposal.
- C. The method of payment for this AGREEMENT, except those items to be paid for on a specified rate basis, will be based on cost per unit of work. LOCAL AGENCY will reimburse CONSULTANT for actual costs (including labor costs, employee benefits, travel, equipment-rental costs, overhead and other direct costs) incurred by CONSULTANT in performance of the work. CONSULTANT will not be reimbursed for actual costs that exceed the estimated wage rates, employee benefits, travel, equipment rental, overhead and other estimated costs set forth in the approved Cost Proposal, unless additional reimbursement is provided for, by AGREEMENT amendment. In no event, will CONSULTANT be reimbursed for overhead costs at a rate that exceeds LOCAL AGENCY approved overhead rate set forth in the approved Cost Proposal. In the event, LOCAL AGENCY determines that changed work from that specified in the approved Cost Proposal and AGREEMENT is required; the actual costs reimbursable by LOCAL AGENCY may be adjusted by AGREEMENT amendment to accommodate the changed work. The maximum total cost as specified in Paragraph "I," of this article shall not be exceeded unless authorized by AGREEMENT amendment.

#### Contingent Fee

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

#### Prompt Payment from The Local Agency to Consultant

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

- (1) Each payment request shall be reviewed by the LOCAL AGENCY as soon as practicable after receipt for the purpose of determining that the payment request is a proper payment request.
- (2) Any payment request determined not to be a proper payment request suitable for

payment shall be returned to CONSULTANT as soon as practicable, but not later than seven (7) days, after receipt. A request returned pursuant to this paragraph shall be accompanied by a document setting forth in writing the reasons why the payment request is not proper.

#### **Funding Requirements**

- A. It is mutually understood between the parties that this AGREEMENT may have been written before ascertaining the availability of funds or appropriation of funds, for the mutual benefit of both parties, in order to avoid program and fiscal delays that would occur if the AGREEMENT were executed after that determination was made.
- B. This AGREEMENT is valid and enforceable only if sufficient funds are made available to LOCAL AGENCY for the purpose of this AGREEMENT. In addition, this AGREEMENT is subject to any additional restrictions, limitations, conditions, or any statute enacted by the Congress, State Legislature, or LOCAL AGENCY governing board that may affect the provisions, terms, or funding of this AGREEMENT in any manner.
- C. It is mutually agreed that if sufficient funds are not appropriated, this AGREEMENT may be amended to reflect any reduction in funds.
- D. LOCAL AGENCY has the option to terminate the AGREEMENT pursuant to Article VI Termination, or by mutual agreement to amend the AGREEMENT to reflect any reduction of funds.

The County will make payment within thirty (30) days after the billing is received and approved by County and as outlined above

Unless otherwise agreed to by County, all payments owed by County to Contractor under this Contract shall be made by Automated Clearing House (ACH). In the event County is unable to release payment by ACH the Contractor agrees to accept payment by County warrant.

**COST PROPOSAL**

- Required Cost Proposal Template To Be Determined By Agency

**COST PROPOSAL**  
**COST-PLUS-FIXED FEE OR LUMP SUM OR FIRM FIXED PRICE CONTRACTS**  
 (DESIGN, ENGINEERING AND ENVIRONMENTAL STUDIES)

Note: Mark-Ups are Not Allowed

☒ Prime Consultant☐ Subconsultant☐ 2nd Tier SubconsultantConsultant: DOKKEN ENGINEERINGProject No. TBD Contract No. 2247Date January 31, 2025Project Name Hirschdale Road at Truckee River Bridge Construction Support -**DIRECT LABOR**

<u>Classification/Title</u>	<u>Name</u>	<u>Range</u>	<u>Hours</u>	<u>Actual Hr Rate*</u>	<u>Total</u>
Project Manager	Matt Griggs, PE	\$90.00 - \$150.00	16	\$ 105.00	\$ 1,680.00
Structures Project Engineer	Martin Maechler, PE	\$90.00 - \$150.00	70	\$ 94.00	\$ 6,580.00
Roadway Project Engineer	Amanda Konieczka, PE	\$70.00 - \$100.00	84	\$ 78.00	\$ 6,552.00
Senior Engineer 3	Rosa Griggs, PE	\$90.00 - \$150.00	0	\$ 100.00	\$ -
Associate Engineer 1	Andy Espinoza, PE	\$50.00 - \$80.00	0	\$ 58.00	\$ -
Assistant Engineer 2	Esmeralda Gutierrez	\$44.00 - \$64.00	64	\$ 46.00	\$ 2,944.00
Assistant Engineer 2	Kyle Moe	\$44.00 - \$64.00	92	\$ 44.00	\$ 4,048.00
Principal in Charge	STAFF	\$90.00 - \$150.00	0	\$ 120.00	\$ -
QA/QC Manager	STAFF	\$90.00 - \$150.00	0	\$ 115.00	\$ -
Senior Engineer 3	STAFF	\$90.00 - \$150.00	0	\$ 98.00	\$ -
Senior Engineer 2	STAFF	\$80.00 - \$115.00	0	\$ 88.00	\$ -
Senior Engineer 1	STAFF	\$65.00 - \$95.00	0	\$ 78.00	\$ -
Associate Engineer 3	STAFF	\$65.00 - \$80.00	0	\$ 72.00	\$ -
Associate Engineer 2	STAFF	\$60.00 - \$70.00	0	\$ 65.00	\$ -
Associate Engineer 1	STAFF	\$50.00 - \$65.00	0	\$ 60.00	\$ -
Assistant Engineer 3	STAFF	\$55.00 - \$75.00	0	\$ 56.00	\$ -
Assistant Engineer 2	STAFF	\$44.00 - \$57.00	0	\$ 49.00	\$ -
Assistant Engineer 1	STAFF	\$35.00 - \$48.00	0	\$ 43.00	\$ -
Senior CAD	Khanh Dang	\$55.00 - \$95.00	2	\$ 80.00	\$ 160.00
CAD/Detailer	STAFF	\$45.00 - \$75.00	0	\$ 50.00	\$ -
Engineering Technician	Anthony Dang	\$35.00 - \$65.00	24	\$ 41.00	\$ 984.00
Engineering Technician	STAFF	\$25.00 - \$55.00	0	\$ 39.00	\$ -
Environmental Manager	Sarah Holm	\$80.00 - \$120.00	43	\$ 95.00	\$ 4,085.00
Principal Planner	Namat Hosseinion	\$70.00 - \$100.00	0	\$ 85.00	\$ -
Senior Environmental Planner 2	Amy Dunay	\$60.00 - \$90.00	0	\$ 65.00	\$ -
Senior Environmental Planner 1	Michelle Campbell	\$50.00 - \$80.00	0	\$ 63.00	\$ -
Senior Environmental Planner 1	Mark Fogiel	\$50.00 - \$80.00	190	\$ 56.00	\$ 10,640.00
Associate Environmental Planner	Hanna Sheldon	\$45.00 - \$75.00	388	\$ 50.00	\$ 19,400.00
Environmental Planner	Jeff Harris	\$33.00 - \$63.00	350	\$ 35.00	\$ 12,250.00
Senior Environmental Planner 2	STAFF	\$60.00 - \$90.00	0	\$ 70.00	\$ -
Senior Environmental Planner 1	STAFF	\$50.00 - \$80.00	0	\$ 60.00	\$ -
Associate Environmental Planner	STAFF	\$39.00 - \$59.00	0	\$ 50.00	\$ -
Environmental Planner	STAFF	\$33.00 - \$45.00	0	\$ 39.00	\$ -
Environmental Technician	STAFF	\$20.00 - \$40.00	0	\$ 30.00	\$ -
Right of Way Manager	STAFF	\$70.00 - \$110.00	0	\$ 79.00	\$ -
Senior Right of Way Agent	STAFF	\$55.00 - \$85.00	0	\$ 62.00	\$ -
Right of Way Agent	STAFF	\$35.00 - \$65.00	0	\$ 37.00	\$ -
Right of Way Assistant	STAFF	\$25.00 - \$40.00	0	\$ 31.00	\$ -
Right of Way Technician	STAFF	\$20.00 - \$30.00	0	\$ 25.00	\$ -
Senior Appraiser	STAFF	\$55.00 - \$85.00	0	\$ 58.00	\$ -
Appraiser	STAFF	\$35.00 - \$65.00	0	\$ 43.00	\$ -
Appraiser Assistant	STAFF	\$25.00 - \$40.00	0	\$ 31.00	\$ -
Appraiser Technician	STAFF	\$20.00 - \$30.00	0	\$ 25.00	\$ -
			1,323		

**LABOR COSTS**

a) Subtotal Direct Labor Costs

\$ 69,323.00

b) Anticipated Salary Increases

\$6,081.82

c) **TOTAL DIRECT LABOR COSTS [(a) + (b)]** **\$ 75,404.82****INDIRECT COSTS**

Required Cost Proposal Template To Be Determined By Agency

c) Total Fringe Benefits [(c) x (d)]	\$ 57,971.23	
g) Overhead [(c) x (f)]	\$ 5,444.23	
i) Gen & Admin [(c) x (h)]	\$ 55,181.25	
j) <b>TOTAL INDIRECT COSTS [(e) + (g) + (i)]</b>		<b>\$ 118,596.71</b>

k) TOTAL FIXED FEE [(c) + (j)] x fixed fee	10% ]	\$ 19,400.15
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i) TOTAL OTHER DIRECT COSTS	\$	6,200.00
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## m) TOTAL SUBCONSULTANTS' COSTS \$ -

n) TOTAL OTHER DIRECT COSTS INCLUDING SUBCONSULTANTS [(l) + (m)]	\$	6,200.00
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**TOTAL COST [(c) + (j) + (k) + (n)]      \$    219,601.68**

3. Anticipated salary increases calculation (page 2) must accompany.

## Page 2 of 5

**COST PROPOSAL**

- Required Cost Proposal Template To Be Determined By Agency

**COST PROPOSAL 1****COST-PLUS-FIXED FEE OR LUMP SUM OR FIRM FIXED PRICE CONTRACTS**

(DESIGN, ENGINEERING AND ENVIRONMENTAL STUDIES)

Note: Mark-Ups are Not Allowed

☒ Prime Consultant☐ Subconsultant☐ 2nd Tier SubconsultantConsultant: DOKKEN ENGINEERINGProject No. 2250Contract No. TBDDate January 31, 2025Project Name Hinton Overhead on Hirschdale Road -**DIRECT LABOR**

Classification/Title	Name	Range	Hours	Actual Hr Rate*	Total
Project Manager	Matt Griggs, PE	\$90.00 - \$150.00	14	\$ 105.00	\$ 1,470.00
Structures Project Engineer	Martin Maechler, PE	\$90.00 - \$150.00	26	\$ 94.00	\$ 2,444.00
Roadway Project Engineer	Amanda Konieczka, PE	\$70.00 - \$100.00	18	\$ 78.00	\$ 1,404.00
Structures Design Lead	Gabriela Morales, PE	\$90.00 - \$150.00	86	\$ 63.00	\$ 5,418.00
Senior Engineer 3	Rosa Griggs, PE	\$90.00 - \$150.00	0	\$ 100.00	\$ -
Associate Engineer 1	Andy Espinoza, PE	\$50.00 - \$80.00	0	\$ 58.00	\$ -
Assistant Engineer 2	Esmeralda Gutierrez	\$44.00 - \$64.00	0	\$ 46.00	\$ -
Assistant Engineer 2	Kyle Moe	\$44.00 - \$64.00	24	\$ 44.00	\$ 1,056.00
Principal in Charge	STAFF	\$90.00 - \$150.00	0	\$ 120.00	\$ -
QA/QC Manager	STAFF	\$90.00 - \$150.00	0	\$ 115.00	\$ -
Senior Engineer 3	STAFF	\$90.00 - \$150.00	0	\$ 98.00	\$ -
Senior Engineer 2	STAFF	\$80.00 - \$115.00	0	\$ 88.00	\$ -
Senior Engineer 1	STAFF	\$65.00 - \$95.00	0	\$ 78.00	\$ -
Associate Engineer 3	STAFF	\$65.00 - \$80.00	0	\$ 72.00	\$ -
Associate Engineer 2	STAFF	\$60.00 - \$70.00	0	\$ 65.00	\$ -
Associate Engineer 1	STAFF	\$50.00 - \$65.00	0	\$ 60.00	\$ -
Assistant Engineer 3	STAFF	\$55.00 - \$75.00	0	\$ 56.00	\$ -
Assistant Engineer 2	STAFF	\$44.00 - \$57.00	0	\$ 49.00	\$ -
Assistant Engineer 1	STAFF	\$35.00 - \$48.00	0	\$ 43.00	\$ -
Senior CAD	Khanh Dang	\$55.00 - \$95.00	16	\$ 80.00	\$ 1,280.00
CAD/Detailer	STAFF	\$45.00 - \$75.00	0	\$ 50.00	\$ -
Engineering Technician	Anthony Dang	\$35.00 - \$65.00	3	\$ 41.00	\$ 123.00
Engineering Technician	STAFF	\$25.00 - \$55.00	0	\$ 39.00	\$ -
Environmental Manager	Sarah Holm	\$80.00 - \$120.00	22	\$ 95.00	\$ 2,090.00
Principal Planner	Namat Hosseinion	\$70.00 - \$100.00	0	\$ 85.00	\$ -
Senior Environmental Planner 2	Amy Dunay	\$60.00 - \$90.00	0	\$ 65.00	\$ -
Senior Environmental Planner 1	Michelle Campbell	\$50.00 - \$80.00	0	\$ 63.00	\$ -
Senior Environmental Planner 1	Mark Fogiel	\$50.00 - \$80.00	92	\$ 56.00	\$ 5,152.00
Associate Environmental Planner	Hanna Sheldon	\$45.00 - \$75.00	28	\$ 50.00	\$ 1,400.00
Environmental Planner	Jeff Harris	\$33.00 - \$63.00	75	\$ 35.00	\$ 2,625.00
Senior Environmental Planner 2	STAFF	\$60.00 - \$90.00	0	\$ 70.00	\$ -
Senior Environmental Planner 1	STAFF	\$50.00 - \$80.00	0	\$ 60.00	\$ -
Associate Environmental Planner	STAFF	\$39.00 - \$59.00	0	\$ 50.00	\$ -
Environmental Planner	STAFF	\$33.00 - \$45.00	0	\$ 39.00	\$ -
Environmental Technician	STAFF	\$20.00 - \$40.00	0	\$ 30.00	\$ -
Right of Way Manager	STAFF	\$70.00 - \$110.00	0	\$ 79.00	\$ -
Senior Right of Way Agent	STAFF	\$55.00 - \$85.00	0	\$ 62.00	\$ -
Right of Way Agent	STAFF	\$35.00 - \$65.00	0	\$ 37.00	\$ -
Right of Way Assistant	STAFF	\$25.00 - \$40.00	0	\$ 31.00	\$ -
Right of Way Technician	STAFF	\$20.00 - \$30.00	0	\$ 25.00	\$ -
Senior Appraiser	STAFF	\$55.00 - \$85.00	0	\$ 58.00	\$ -
Appraiser	STAFF	\$35.00 - \$65.00	0	\$ 43.00	\$ -
Appraiser Assistant	STAFF	\$25.00 - \$40.00	0	\$ 31.00	\$ -
Appraiser Technician	STAFF	\$20.00 - \$30.00	0	\$ 25.00	\$ -
			404		

**LABOR COSTS**

a) Subtotal Direct Labor Costs

\$ 24,462.00

b) Anticipated Salary Increases

\$0.00

c) **TOTAL DIRECT LABOR COSTS [(a) + (b)]** **\$ 24,462.00**

**COST PROPOSAL**

- Required Cost Proposal Template To Be Determined By Agency

**INDIRECT COSTS**d) Fringe Benefits (Rate: 76.88%)f) Overhead (Rate: 7.22%)h) General and Administrative (Rate: 73.1%)c) Total Fringe Benefits [(c) x (d)] \$ 18,806.39g) Overhead [(c) x (f)] \$ 1,766.16i) Gen & Admin [(c) x (h)] \$ 17,901.29j) **TOTAL INDIRECT COSTS [(e) + (g) + (i)]** \$ 38,473.83**FIXED FEE**k) **TOTAL FIXED FEE [(c) + (j)] x fixed fee** 10% \$ 6,293.58**l) CONSULTANT'S OTHER DIRECT COSTS (ODC) – ITEMIZE (Add additional pages if necessary)**

Description of Item	Quantity	Unit	Unit Cost	Total
Blank	1	LS	\$ -	\$ -

i) **TOTAL OTHER DIRECT COSTS** \$ -**m) SUBCONSULTANTS' COSTS (Add additional pages if necessary)**GPA CONSULTING (DBE) \$ 14,230.85m) **TOTAL SUBCONSULTANTS' COSTS** \$ 14,230.85n) **TOTAL OTHER DIRECT COSTS INCLUDING SUBCONSULTANTS [(l) + (m)]** \$ 14,230.85**TOTAL COST [(c) + (j) + (k) + (n)]** \$ 83,460.26

\*Employees will be billed at their actual pay rates within the ranges specified above. When actual rates change, employees will be billed at their updated rate.

**NOTES:**1. Key personnel must be marked with an asterisk (\*) and employees that are subject to prevailing wage requirements must be marked with two asterisks (\*\*). All costs must comply with the Federal cost principles. Subconsultants will provide their own cost proposals.

2. The cost proposal format shall not be amended. Indirect cost rates shall be updated on an annual basis in accordance with the consultant's annual accounting period and established by a cognizant agency or accepted by Caltrans.

3. Anticipated salary increases calculation (page 2) must accompany.

End Hinton Overcrossing costs

**COST PROPOSAL**

- Required Cost Proposal Template To Be Determined By Agency

**SAMPLE COST PROPOSAL 1****COST-PLUS-FIXED FEE OR LUMP SUM OR FIRM FIXED PRICE CONTRACTS**

(DESIGN, ENGINEERING AND ENVIRONMENTAL STUDIES)

Note: Mark-Ups are Not Allowed

☒ Prime Consultant☐ Subconsultant☐ 2nd Tier SubconsultantConsultant: DOKKEN ENGINEERINGProject No. 2108Contract No. TBDDate January 31, 2025Project Name Dog Bar Road Bridge Replacement -**DIRECT LABOR**

<u>Classification/Title</u>	<u>Name</u>	<u>Range</u>	<u>Hours</u>	<u>Actual Hr Rate*</u>	<u>Total</u>
Project Manager	Matt Griggs, PE	\$90.00 - \$150.00	20	\$ 105.00	\$ 2,100.00
Structures Project Engineer	Martin Maechler, PE	\$90.00 - \$150.00	60	\$ 94.00	\$ 5,640.00
Roadway Project Engineer	Amanda Konieczka, PE	\$70.00 - \$100.00	48	\$ 78.00	\$ 3,744.00
Senior Engineer 3	Rosa Griggs, PE	\$90.00 - \$150.00	0	\$ 100.00	\$ -
Associate Engineer 1	Andy Espinoza, PE	\$50.00 - \$80.00	40	\$ 58.00	\$ 2,320.00
Assistant Engineer 2	Esmeralda Gutierrez	\$44.00 - \$64.00	70	\$ 46.00	\$ 3,220.00
Assistant Engineer 2	Kyle Moe	\$44.00 - \$64.00	104	\$ 44.00	\$ 4,576.00
Principal in Charge	STAFF	\$90.00 - \$150.00	0	\$ 120.00	\$ -
QA/QC Manager	STAFF	\$90.00 - \$150.00	0	\$ 115.00	\$ -
Senior Engineer 3	STAFF	\$90.00 - \$150.00	0	\$ 98.00	\$ -
Senior Engineer 2	STAFF	\$80.00 - \$115.00	0	\$ 88.00	\$ -
Senior Engineer 1	STAFF	\$65.00 - \$95.00	0	\$ 78.00	\$ -
Associate Engineer 3	STAFF	\$65.00 - \$80.00	0	\$ 72.00	\$ -
Associate Engineer 2	STAFF	\$60.00 - \$70.00	0	\$ 65.00	\$ -
Associate Engineer 1	STAFF	\$50.00 - \$65.00	0	\$ 60.00	\$ -
Assistant Engineer 3	STAFF	\$55.00 - \$75.00	0	\$ 56.00	\$ -
Assistant Engineer 2	STAFF	\$44.00 - \$57.00	0	\$ 49.00	\$ -
Assistant Engineer 1	STAFF	\$35.00 - \$48.00	0	\$ 43.00	\$ -
Senior CAD	Khanh Dang	\$55.00 - \$95.00	6	\$ 80.00	\$ 480.00
CAD/Detailer	STAFF	\$45.00 - \$75.00	0	\$ 50.00	\$ -
Engineering Technician	Anthony Dang	\$35.00 - \$65.00	20	\$ 41.00	\$ 820.00
Engineering Technician	STAFF	\$25.00 - \$55.00	0	\$ 39.00	\$ -
Environmental Manager	Sarah Holm	\$80.00 - \$120.00	41	\$ 95.00	\$ 3,895.00
Principal Planner	Namat Hosseinion	\$70.00 - \$100.00	0	\$ 85.00	\$ -
Senior Environmental Planner 2	Amy Dunay	\$60.00 - \$90.00	0	\$ 65.00	\$ -
Senior Environmental Planner 1	Michelle Campbell	\$50.00 - \$80.00	0	\$ 63.00	\$ -
Senior Environmental Planner 1	Mark Fogiel	\$50.00 - \$80.00	173	\$ 56.00	\$ 9,688.00
Associate Environmental Planner	Hanna Sheldon	\$45.00 - \$75.00	241	\$ 50.00	\$ 12,050.00
Environmental Planner	Jeff Harris	\$33.00 - \$63.00	170	\$ 35.00	\$ 5,950.00
Senior Environmental Planner 2	STAFF	\$60.00 - \$90.00	0	\$ 70.00	\$ -
Senior Environmental Planner 1	STAFF	\$50.00 - \$80.00	0	\$ 60.00	\$ -
Associate Environmental Planner	STAFF	\$39.00 - \$59.00	0	\$ 50.00	\$ -
Environmental Planner	STAFF	\$33.00 - \$45.00	0	\$ 39.00	\$ -
Environmental Technician	STAFF	\$20.00 - \$40.00	0	\$ 30.00	\$ -
Right of Way Manager	STAFF	\$70.00 - \$110.00	0	\$ 79.00	\$ -
Senior Right of Way Agent	STAFF	\$55.00 - \$85.00	0	\$ 62.00	\$ -
Right of Way Agent	STAFF	\$35.00 - \$65.00	0	\$ 37.00	\$ -
Right of Way Assistant	STAFF	\$25.00 - \$40.00	0	\$ 31.00	\$ -
Right of Way Technician	STAFF	\$20.00 - \$30.00	0	\$ 25.00	\$ -
Senior Appraiser	STAFF	\$55.00 - \$85.00	0	\$ 58.00	\$ -
Appraiser	STAFF	\$35.00 - \$65.00	0	\$ 43.00	\$ -
Appraiser Assistant	STAFF	\$25.00 - \$40.00	0	\$ 31.00	\$ -
Appraiser Technician	STAFF	\$20.00 - \$30.00	0	\$ 25.00	\$ -

993

**LABOR COSTS**

a) Subtotal Direct Labor Costs

\$ 54,483.00

b) Anticipated Salary Increases

\$0.00

c) **TOTAL DIRECT LABOR COSTS [(a) + (b)]** \$ 54,483.00**INDIRECT COSTS**



# COST PROPOSAL

Required Cost Proposal Template To Be Determined By Agency

d) Fringe Benefits (Rate: <u>66.92%</u> )	c) Total Fringe Benefits [(c) x (d)]	\$	36,460.02
f) Overhead (Rate: <u>5.12%</u> )	g) Overhead [(c) x (f)]	\$	2,789.53
h) General and Administrative (Rate: <u>92.16%</u> )	i) Gen & Admin [(c) x (h)]	\$	50,211.53
	j) TOTAL INDIRECT COSTS [(e) + (g) + (i)]	\$	89,461.09

**FIXED FEE** k) TOTAL FIXED FEE [(c) + (j)] x fixed fee 10% ] \$ 14,394.41

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

Description of Item	Quantity	Unit	Unit Cost	Total
i) TOTAL OTHER DIRECT COSTS				\$ -

## m) SUBCONSULTANTS' COSTS (Add additional pages if necessary)

iii) TOTAL SUBCONSULTANTS' COSTS \$ -

n) TOTAL OTHER DIRECT COSTS INCLUDING SUBCONSULTANTS [(l) + (m)] \$ -

TOTAL COST [(c) + (j) + (k) + (n)] \$ 158,338.49

\*Employees will be billed at their actual pay rates within the ranges specified above. When actual rates change, employees will be billed at their updated rate.

### NOTES:

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

End Dog Bar Costs

**COST PROPOSAL**

Required Cost Proposal Template To Be Determined By Agency

**COST PROPOSAL****COST-PLUS-FIXED FEE OR LUMP SUM OR FIRM FIXED PRICE CONTRACTS**

(CALCULATIONS FOR ANTICIPATED SALARY INCREASES)

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

Direct Labor Subtotal per Cost Proposal	Total Hours per Cost Proposal	Avg Hourly Rate	5 Year Contract Duration Year 1 Avg Hourly Rate
\$69,323.00	1,323	= \$52.40	

**1. Calculate hourly rate for all years (Increase the Average Hourly Rate for a year by proposed escalation %)**

	Avg Hourly Rate		Proposed Escalation		
Year 1	\$52.40	+	5.0%	=	\$55.02
Year 2	\$55.02	+	5.0%	=	\$57.77
Year 3	\$57.77	+	5.0%	=	\$60.66
Year 4	\$60.66	+	5.0%	=	\$63.69
Year 5	\$63.69	+	5.0%	=	\$66.88
Year 6	\$66.88	+	5.0%	=	\$70.22
					Year 2 Avg Hourly Rate
					Year 3 Avg Hourly Rate
					Year 4 Avg Hourly Rate
					Year 5 Avg Hourly Rate
					Year 6 Avg Hourly Rate
					Year 7 Avg Hourly Rate

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

	Estimated % Completed Each Year		Total Hours per Cost Proposal		Total Hours per Year	
Year 1	30.0%	*	1,323	=	397	Estimated Hours Year 1
Year 2	30.0%	*	1,323	=	397	Estimated Hours Year 2
Year 3	15.0%	*	1,323	=	198	Estimated Hours Year 3
Year 4	10.0%	*	1,323	=	132	Estimated Hours Year 4
Year 5	5.0%	*	1,323	=	66	Estimated Hours Year 5
Year 6	5.0%	*	1,323	=	66	Estimated Hours Year 6
Year 7	5.0%	*	1,323	=	66	Estimated Hours Year 7
Total	100.000%		Total	=	1,323	

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

	Avg Hourly Rate (Calculated above)		Estimated hours (Calculated Above)		Cost Per Year	
Year 1	\$52.40	*	397	=	\$20,796.90	Estimated Hours Year 1
Year 2	\$55.02	*	397	=	\$21,836.75	Estimated Hours Year 2
Year 3	\$57.77	*	198	=	\$11,464.29	Estimated Hours Year 3
Year 4	\$60.66	*	132	=	\$8,025.00	Estimated Hours Year 4
Year 5	\$63.69	*	66	=	\$4,213.13	Estimated Hours Year 5
Year 6	\$66.88	*	66	=	\$4,423.78	Estimated Hours Year 6
Year 7	\$70.22	*	66	=	\$4,644.97	Estimated Hours Year 7
			Total Direct Labor Cost with Escalation	=	\$75,404.82	
			Direct Labor Subtotal before Escalation	=	\$69,323.00	
			Estimated total of Direct Labor Salary Increase	=	\$6,081.82	Transfer to Page 1

**NOTES:**

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

## EXHIBIT C

### INSURANCE REQUIREMENTS

**Insurance.** Contractor shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Contractor, its agents, representatives, or employees. Coverage shall be at least as broad as:

- (i) **Commercial General Liability (CGL):** Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than \$2,000,000 per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit.
- (ii) **Automobile Liability** Insurance Services Office Form Number CA 0001 covering, Code 1 (any auto), or if Contractor has no owned autos, Code 8 (hired) and 9 (non-owned), with limit no less than \$1,000,000 per accident for bodily injury and property damage. **(Note – required only if auto is used in performance of work, submit waiver to Risk for approval to waive this requirement)**
- (iii) **Workers' Compensation** insurance as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than \$1,000,000 per accident for bodily injury or disease. **(Not required if contractor provides written verification it has no employees).**
- (iv) **Professional Liability** (Errors and Omissions) Insurance appropriate to the Contractor's profession, with limit no less than \$2,000,000 per occurrence or claim, \$2,000,000 aggregate.

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

#### **Other Insurance Provisions:**

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

- (i) **Additional Insured Status: The County, its officers, employees, agents, and volunteers are to be covered as additional insureds** on the CGL policy with respect to liability arising out of the work or operations performed by or on behalf of the Contractor including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the Contractor's insurance (at least as broad as ISO Form CG 20 10 11 85 or both CG 20 10, CG 20 25, CG 20 33, or CG 20 38; and CG 20 37 forms if later revisions used.)
- (ii) **Primary Coverage** For any claims related to this contract, the **Contractor's insurance shall be primary** insurance primary coverage at least as broad as ISO CG 20 01 04 13 as respects the County, its officers, employees, agents, and volunteers. Any insurance or self-insurance maintained by the County, its officers, employees, agents, and volunteers shall be excess of the Contractor's insurance and shall not contribute with it.
- (iii) **Notice of Cancellation** This policy shall not be changed without first giving thirty (30) days prior written notice and ten (10) days prior written notice of cancellation for non-payment of premium to the County of Nevada.
- (iv) **Waiver of Subrogation** Contractor hereby grants to County a waiver of any right to subrogation which any insurer or said Contractor may acquire against the County by virtue of the payment of any loss under such insurance. Contractor agrees to obtain any endorsement that may be necessary

to affect this waiver of subrogation, but this provision applies regardless of whether or not the County has received a waiver of subrogation endorsement from the insurer.

- (v) **Sole Proprietors** If Contractor is a Sole Proprietor and has no employees, they are not required to have Workers Compensation coverage. Contractor shall sign a statement attesting to this condition, and shall agree they have no rights, entitlements or claim against County for any type of employment benefits or workers' compensation or other programs afforded to County employees.
- (vi) **Deductible and Self-Insured Retentions** Deductible and Self-insured retentions must be declared to and approved by the County. The County may require the Contractor to provide proof of ability to pay losses and related investigations, claims administration, and defense expenses within the retention. The Policy language shall provide, or be endorsed to provide, that the self-insured retention may be satisfied by either the named insured or County. **(Note – all deductibles and self-insured retentions must be discussed with risk, and may be negotiated)**
- (vii) **Acceptability of Insurers:** Insurance is to be placed with insurers authorized to conduct business in the state with a current A.M. Best's rating of no less than A:VII, unless otherwise acceptable to the County.
- (viii) **Claims Made Policies** if any of the required policies provide coverage on a claims-made basis: **(note – should be applicable only to professional liability)**
  - a. The Retroactive Date must be shown and must be before the date of the contract or the beginning of contract work.
  - b. Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of the contract of work.
  - c. If the coverage is canceled or non-renewed, and not replaced with another **claims-made policy form with a Retroactive Date**, prior to the contract effective date, the Contractor must purchase "extended reporting" coverage for a minimum of **five (5)** years after completion of contract work.
- (ix) **Verification of Coverage** Contractor shall furnish the County with original Certificates of Insurance including all required amendatory endorsements (or copies of the applicable policy language effecting coverage required by this clause) and a copy of the Declarations and Endorsement Page of the CGL policy listing all policy endorsements to County before work begins. However, failure to obtain and provide verification of the required documents prior to the work beginning shall not waive the Contractor's obligation to provide them. The County reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.
- (x) **Subcontractors** Contractor shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein, and Contractor shall ensure that County is an additional insured on insurance required from subcontractors. For CGL coverage subcontractors shall provide coverage with a format at least as broad as CG 20 38 04 13.
- (xi) **Special Risks or Circumstances** County reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.
- (xii) **Conformity of Coverages** If more than one policy is used to meet the required coverages, such as an umbrella policy or excess policy, such policies shall be following form with all other applicable policies used to meet these minimum requirements. For example, all policies shall be Occurrence Liability policies or all shall be Claims Made Liability policies, if approved by the County as noted above. In no cases shall the types of policies be different.
- (xiii) **Premium Payments** The insurance companies shall have no recourse against the COUNTY and funding agencies, its officers and employees or any of them for payment of any premiums or assessments under any policy issued by a mutual insurance company.
- (xiv) **Material Breach** Failure of the Contractor to maintain the insurance required by this Contract, or to comply with any of the requirements of this section, shall constitute a material breach of the entire Contract.
- (xv) **Certificate Holder** The Certificate Holder on insurance certificates and related documents should read as follows:

County of Nevada  
950 Maidu Ave.  
Nevada City, CA 95959

Upon initial award of a contract to your firm, you may be instructed to send the actual documents to a County contact person for preliminary compliance review.

Certificates which amend or alter the coverage during the term of the contract, including updated certificates due to policy renewal, should be sent directly to Contract Administrator.

### SUMMARY OF CONTRACT

**Contractor Name:** Dokken Engineering Inc

**Description of Services:** Construction Engineering Services for the Truckee River, Hinton Overcrossing , and Dog Bar Bridge Projects

### SUMMARY OF MATERIAL TERMS

**Max Annual Price:** \$401,400.43

**Max Multi-Year Price:** 401,400.43

FY XX/XX = Click or tap here to enter text.

FY XX/XX = Click or tap here to enter text.

FY XX/XX = Click or tap here to enter text.

**Contract Start Date:** 3/25/2025

**Contract End Date:** 3/25/2028

**Liquidated Damages:** N/A

### INSURANCE POLICIES

### FUNDING:

Commercial General Liability (\$2,000,000)	Click or tap here to enter text.
Automobile Liability (\$1,000,000)	Click or tap here to enter text.
Worker's Compensation (Statutory Limits)	
Professional Errors and Omissions(\$2,000,000)	

### LICENSES AND PREVAILING WAGES

Designate all required licenses: Licensed Civil Engineer in CA.

### NOTICE & IDENTIFICATION

#### **COUNTY OF NEVADA:**

Nevada County  
Public Works Department

**Address:** 950 Maidu Ave

**City, St, Zip** Nevada City, Ca 95959

**Attn:** Patrick Perkins

**Email:**  
Patrick.perkins@nevadacountyca.gov

**Phone:** 530.265.1712

#### **CONTRACTOR:**

Dokken Engineering, Inc.,

**Address** 110 Blue Ravine Rd. Ste 200

**City, St, Zip** Folsom, Ca 95630

**Attn:** Matt Griggs

**Email:** mgriggs@dokkenengineering.com

**Phone:** 916-7197123

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

Corporation: ☒ Calif., ☐ Other, ☐ LLC, ☐

Non- Profit ☐ Corp ☐ Yes ☐ No

Partnership: ☐ Calif., ☐ Other, ☐ LLP, ☐ Limited

Person: ☐ Indiv., ☐ DbA, ☐ Ass'n ☐ Other

**EDD Worksheet Required**

Yes ☐ No ☐

### ATTACHMENTS

**Exhibit A:** Schedule of Services

**Exhibit B:** Schedule of Charges and Payments

**Exhibit C:** Insurance Requirements