

Dokken Engineering

**Project Delivery Support Services for the Bucks Bar Road at the North Fork
Cosumnes River – Bridge Rehabilitation Project**

AGREEMENT FOR SERVICES # AGMT 10-53038

THIS AGREEMENT, made and entered into by and between the County of El Dorado, a political subdivision of the State of California (hereinafter referred to as "County"), and Dokken Engineering, a corporation duly qualified to conduct business in the State of California, whose principal place of business is 2365 Iron Point Road, Suite 200, Folsom, California 95630 (hereinafter referred to as "Consultant");

RECITALS

WHEREAS, County has determined that it is necessary to obtain a Consultant to assist its Department of Transportation with project delivery support services, including hydraulic, geotechnical and structure design engineering services and environmental support services for the Bucks Bar Road at the North Fork Cosumnes River Bridge Rehabilitation Project;

WHEREAS, Consultant has represented to County that it is specially trained, experienced, expert, and competent to perform the special services required hereunder, and County has determined to rely upon such representations;

WHEREAS, , it is the intent of the parties hereto that such services be in conformity with all applicable federal, state and local laws and ordinances applicable to the work, including compliance with prevailing wage rates and their payment in accordance with California Labor Code, Section 1775;

WHEREAS, County has determined that the provision of such services provided by Consultant are in the public's best interest, and authorized by El Dorado County Charter, Section 210(b)(6) and/or Government Code Section 31000;

NOW, THEREFORE, County and Consultant mutually agree as follows:

ARTICLE I

Scope of Services:

- A. Consultant's services are to be provided specifically in support of the Bucks Bar Road at the North Fork Cosumnes River - Bridge Rehabilitation Project (hereinafter referred to as "Project").
- B. Consultant shall perform all professional and technical services, work and tasks required to accomplish the objectives set forth herein, and shall provide and make available Consultant's own personnel, subconsultants, materials, equipment, and

vehicles necessary to provide design engineering services, hydrology and hydraulic engineering services, geotechnical engineering services, environmental permitting, research, analysis and documentation, and other Project delivery support services including, but not limited to, those tasks identified in Exhibit A, marked "Base Scope of Work," incorporated herein and made by reference a part hereof.

Unless otherwise indicated below, and notwithstanding any other provision of this Agreement to the contrary, deliverables for the specific items of work to be provided under Exhibit A shall be as specified therein, shall be prepared using the software described in Section D of this Article and shall be submitted in accordance with the timeframes and formats specified in Attachment 1, marked "Base Scope of Work Project Schedule and Deliverables," incorporated herein and made by reference a part hereof. Adjustments to the completion times specified in Attachment 1 may only be made in accordance with the prior written approval of County's Contract Administrator (CA).

County's CA shall issue Consultant individual written Notice to Proceed for Items of Work A, B, C, D, E and F identified in Exhibit A and Consultant shall not commence work on any Item of Work until receiving the Notice to Proceed. No payment will be made for any work performed prior to the date specified in each written Notice to Proceed.

- C. In addition to the specific services identified in Exhibit A, this Agreement may also include Optional Tasks. Such Optional Tasks may supplement, expand or otherwise modify the Base Scope of Work or may include, but not be limited to, tasks that are deemed critical by County's CA to the furtherance of the Project, including providing assistance during the bidding for the Project.

Before proceeding with any work concerning Optional Tasks under this Agreement, the parties will identify the specific services to be provided for each assignment in individual Task Orders to be issued in accordance with this Agreement.

The specific services for each Optional Task assignment shall be determined at a meeting or telephone conference between Consultant and County's CA, or designee, to discuss the needs, applicable design standards, required deliverables, specific Consultant staff or subconsultants to be used, and any task-related mileage budget, if applicable, on a task-by-task basis. Following the meeting, Consultant shall provide County's CA with a written scope of work for the Optional Task, a schedule including a list of tasks with completion dates, a target completion date for the overall scope of work, and a not-to-exceed cost itemization to complete the work (resulting in a Task Order), which shall require written approval, authorization, and written notification to proceed from County's CA, prior to commencement of the work. No payment will be made for any Optional Task work performed prior to approval and full execution of the Task Order, and no payment will be made for amounts in excess of the not-to-exceed amount of the Task Order.

Consultant shall provide County's CA with the names and titles of Consultant's representatives that are authorized to bind Consultant by signing Task Orders and Task Order Amendments on Consultant's behalf. Consultant's notification of individuals authorized to execute Task Orders and Task Order Amendments on Consultant's behalf shall be communicated to County in accordance with the provisions of ARTICLE XVIII, Notice to Parties, of this Agreement.

The period of performance for Task Orders shall be in accordance with dates specified in each Task Order. No payment will be made for any work performed before or after the period of performance in the Task Order, unless County's CA and Consultant amend the Task Order. No Task Order will be written which extends beyond the expiration date of this Agreement, nor the cumulative total of the not-to-exceed Agreement amount.

- D. If a submittal is required to be an electronic file, Consultant shall produce the file using Microsoft (MS) Office 2003 applications (specifically, MS Word, MS Project and MS Excel). Signed reports shall be submitted in Adobe portable document format (pdf). All plans, specifications and similar documents shall be produced in MicroStation and submitted in both MicroStation and AutoCAD 2010 formats. All deliverables shall be submitted in language, format and design that are compatible with and completely transferable to County's computer and engineering applications and that are acceptable to County's CA. Newer versions of software may be used and other engineering software used for analytical purposes may be authorized if approved by County's CA. Consultant shall submit all deliverables to County's CA in accordance with the completion time schedules identified in Attachment 1 or in the individual Task Orders that may be issued for Optional Tasks. Failure to submit the required deliverables in the format required shall be grounds for termination of the Agreement, as provided in ARTICLE XVII, Default, Termination, and Cancellation herein.

All of the services included in this Article are the responsibility of Consultant, unless specifically described as a task or item of work to be provided by County. Consultant shall be responsible for the supervision, administration and work performed by any subconsultant for services rendered under this Agreement.

ARTICLE II

Term: This Agreement shall become effective when fully executed by both parties hereto and shall expire upon the County's award of bid for the Project.

ARTICLE III

Compensation for Services: For services provided herein including all deliverables described in Exhibit A, Base Scope of Work, and in the individual Task Orders issued, if applicable, pursuant to this Agreement, and including all of the forms and reports required under the Disadvantaged Business Enterprise (DBE) provisions of this Agreement, and including the progress reports required in ARTICLE VI, Progress Reports below, County agrees to pay Consultant monthly in arrears. Payment shall be made within thirty (30) days following County receipt and approval of itemized invoices detailing services rendered.

For the purposes hereof, the billing rates shall be in accordance with Exhibit B marked "Rate Schedule," incorporated herein and made by reference a part hereof. Subconsultant services, if any are authorized herein, shall be invoiced at Consultant's cost, without markup, for the services rendered. Any invoices that include subconsultant costs shall be accompanied by backup documentation to substantiate Consultant's cost for the subconsultant services being billed.

Reimbursement for mileage expenses for subconsultants only, if applicable, shall not exceed the lesser of (1) the rates to be paid to County employees under the current Board of Supervisors Travel Policy at the time the mileage expenses are incurred; or (2) the rates authorized to be paid to rank and file state employees under the then current State Department of Personnel Administration (DPA) rules. References to the DPA rates and Consultant's responsibilities for cost differences and any overpayments are more fully described in ARTICLE XXX, Cost Principles herein. Mileage reimbursement rates apply to subconsultants authorized under this Agreement. There shall be no subconsultant markup on any mileage expenses. Any reimbursements for mileage expenses for subconsultants will only be made if such expenses are included under Other Direct Costs in Exhibit D, marked "Cost Proposal by Item of Work," incorporated herein and made by reference a part hereof or in the budget of an approved and fully executed Task Order issued pursuant to this Agreement.

Travel costs (i.e., overnight lodging, meals, parking, airfare, bridge tolls and other per diem expenses) will not be reimbursed for any services performed under this Agreement by Consultant or by any authorized subconsultant.

For the purposes of budgeting the items of work identified in Exhibit A, Base Scope of Work, the maximum allowable billing amounts for each item of work are described in Exhibit D marked, "Cost Proposal by Item of Work*." The amounts indicated in Exhibit D, represent the composition of the total not-to-exceed budget for the various items of work. In the performance of the scope of services to be provided under this Agreement, Consultant may request to reallocate the expenses listed in Exhibit D among Consultant's own personnel (not including subconsultants) and among the various tasks identified therein, subject to the Contract Administrator's written approval. In no event shall the "not-to-exceed" amount of the Base Scope of Work be exceeded, nor shall the amounts identified for subconsultants be exceeded, nor shall the total not-to-exceed amount of the Contract be exceeded.

The total amount for services to be provided under the Base Scope of Work in accordance with Exhibit A hereto shall not exceed \$413,631 inclusive of all work of subconsultants and all costs and expenses.

The total amount for all Optional Tasks, if any, which may be assigned in accordance with this Agreement, shall not exceed \$419,000, inclusive of all Task Orders, all work of subconsultants, and all costs and expenses. The not-to-exceed amount of each individual Task Order so assigned shall not exceed the amount specified in each Task Order, unless County's Contract Administrator and Consultant amend the Task Order in writing.

The total amount of this Agreement, including all of the services detailed in Exhibit A and including any Optional Tasks which may be assigned, and inclusive of all work of subconsultants, costs, expenses, and Task Orders shall not exceed \$832,631.

Itemized invoices shall follow the format specified by County and shall reference this Agreement number and the County-supplied Task Order number, if applicable, both on their faces and on any enclosures or backup documentation. Consultant shall bill County for only one (1) Task Order per invoice. Consultant shall prepare and submit a fully executed "Final Report – Utilization of Disadvantaged Business Enterprises (DBE), First-Tier Subcontractors" form with its final invoice. Twenty-five percent (25%) of the value of the final invoice shall be withheld until County's receipt and approval of the required DBE form. Consultant's responsibilities for compliance with DBE requirements are more fully described in ARTICLE XXXIX, Disadvantaged Business Enterprise (DBE) Considerations and in ARTICLE XL, DBE Participation herein.

County of El Dorado
Department of Transportation
2850 Fairlane Court
Placerville, California 95667
Attn: Administration Division – Accounts Payable

or to such other location as County directs.

In the event that Consultant fails to deliver, in the format specified, the deliverables and progress reports required by this Agreement, County at its sole option may delay the monthly payment for the period of time of the delay, cease all payments until such time as the deliverables or progress reports are received, or proceed as set forth herein below in Article XVII, Default, Termination, and Cancellation.

ARTICLE IV

Standards for Work: Services rendered under this Agreement shall be performed in accordance with current County, Caltrans and federal design criteria, regulations, policies, procedures, manuals, and standards, including the guidelines set forth in the *AASHTO Green Book - A Policy on Geometric Design of Highways and Streets*, the *Caltrans Highway Design Manual*, the *Caltrans Bridge Design Manuals*, the *Caltrans Local Assistance Procedures Manual*, the *El Dorado County Design and Improvements Standards Manual*, the *El Dorado County Drainage Manual* and all other applicable Caltrans, Federal Highway Administration (FHWA), federal, state and local laws, County guidelines and accepted industry standards, and shall be performed in a safe, professional, skillful and workmanlike manner in accordance with good engineering practices.

Environmental services provided under this Agreement shall be performed in accordance with, and in full compliance with, County, Caltrans and FHWA guidelines, the National Environmental Policy Act (NEPA), Pub. L. 91-190, 42 U.S.C. 4321-4347, January 1, 1970, as amended by Pub. L. 94-52, July 3, 1975, Pub. L. 94-83, August 9, 1975, and Pub. L. 97-258, § 4(b), Sept. 13, 1982, all NEPA guidelines and related regulations, the California Environmental Quality Act (CEQA), Public Resources Code Sections 210000 et. seq., and

in full compliance with CEQA Guidelines, California Code of Regulations, Title 14, Chapter 3, Sections 150000 et. seq., such that the work will result in NEPA and CEQA certifiable environmental documents. Services shall further conform to all State statutes, regulations and procedures (including those set forth in the Caltrans Local Assistance Procedures Manual and the Local Assistance Program Guidelines) relating to federal-aid programs, all Title 23 federal requirements, and all applicable federal laws, regulations and policy and procedural or instructional memoranda.

All of Consultant's services and deliverables must adhere to current County, Caltrans and federal requirements for project development and shall be made available to County and Caltrans for review and approval at the appropriate stages specified in Exhibit A or in Task Orders for Optional Tasks issued pursuant to the Agreement or upon request by County's CA.

Plans, specifications and estimates (PS&E) shall be prepared in conformance with the standards, design criteria, regulations, policies, procedures, manuals and guidelines stated herein above. As part of the work involved in the preparation of the plans, specifications and estimates, Consultant may be required to prepare and furnish special provisions for items of work included in the plans which are not covered by the Caltrans Standard Specifications and Caltrans' approved standard special provisions.

The PS&E package shall contain technical special provisions, quantities, structure estimate and other associated submittal items required by the Office of Special Funded Projects (OSFP) guidelines.

Consultant has full responsibility for the accuracy and completeness of the plans and related designs, specifications, estimates, reports and such other documents that may be required for the tasks or items of work assigned. Assistance, cooperation and oversight by County, Caltrans, FHWA or other regulatory agencies will not relieve Consultant of this professional responsibility.

All work must be performed and work products prepared in a format and manner customarily anticipated by the appropriate approving agencies.

ARTICLE V

Quality Control: Consultant shall have a quality control plan in effect during the entire time work is being performed under this Agreement. Upon request, Consultant shall provide County with a general overview of Consultant's quality control plan in the form of a written outline. Consultant shall also identify critical quality control reviews for the major deliverables within item of work assigned. The plan shall take into account the following:

- A. The plan shall establish a process whereby calculations and plans are independently checked, corrected and back-checked, all draft and final reports are reviewed for accuracy, completeness, and readability before submittal, and all job-related correspondence and memoranda are routed and received by affected persons and then filed in the appropriate item of work Project file.

- B. Consultant is responsible for the accuracy and completeness of all data, plans, specifications and estimates prepared by Consultant under this Agreement and shall check all such material accordingly.
- C. If Consultant is preparing plans under this Agreement, Consultant is responsible for a detailed review of design components and related details, and the accuracy with which such designs are depicted on the plans and the details.
- D. Plans, designs, estimates, calculations, reports and other documents furnished under this Agreement shall be of a quality acceptable to County's Contract Administrator.
- E. A design, estimate, calculation, report or other document furnished under each item of work assigned is of acceptable quality when it is neat in appearance, well-organized, technically and grammatically correct, and checked.
- F. The minimum standard of appearance, organization and the content of any drawings and reports shall be that of similar types utilized by County. County will provide examples to Consultant upon request.
- G. The page identifying the preparer of engineering reports, the title sheet for specifications, and each sheet of plans shall bear the professional seal, certificate number, registration classification, expiration date of the certificate, and the signature of the professional engineers responsible for its preparation.
- H. Consultant shall maintain a complete Project file for each item of work performed under this Agreement. This file shall be made available to County's Contract Administrator, or designee, during normal County working hours and shall be transferred to County upon completion of work under the Agreement.

County's Contract Administrator shall decide all questions pertaining to the quality or acceptability of deliverables furnished and work performed under this Agreement.

ARTICLE VI

Progress Reports: Consultant shall submit written progress reports to the Contract Administrator at intervals that are commensurate with the requirements of the items of work and tasks being performed and based upon a mutually agreeable schedule. At a minimum, Consultant shall submit progress reports once per month. The reports shall be sufficiently detailed for the Contract Administrator to determine if Consultant is performing to expectations and is on schedule, to provide communication of interim findings, and to afford occasions for airing difficulties or special circumstances encountered so that remedies can be developed. County's review of these reports will ensure that Consultant's work meets a level of acceptability as determined by the Contract Administrator, and Consultant shall be required to modify its work as necessary to meet that level of acceptability as defined by the Contract Administrator. Separate detail shall be provided for each ongoing item of work or Task Order. Progress reports shall include the total

number of hours worked by Consultant and any authorized subconsultants and shall include descriptions of the tasks and work performed, including a description of any deliverables submitted during the reporting period, the anticipated tasks, work and deliverables proposed for the subsequent reporting, a discussion of any Project issues, recommendations to address the issues, percent of contract completed that month and any necessary updates to the Project. Consultant shall complete Project schedule updates and shall submit them quarterly to County's CA.

Any invoices submitted by Consultant for payment under the terms of this Agreement shall include copies of the progress reports that relate to the services being billed on those invoices.

ARTICLE VII

Licenses: Consultant represents that it and any and all subconsultants employed under this Agreement are duly certified or licensed in good standing by the State of California to perform the services under this Agreement, and that Consultant and all subconsultants shall maintain said certificates and licenses in good standing throughout the term of this Agreement.

ARTICLE VIII

Ownership of Data: Upon completion or earlier termination of all services under this Agreement, or upon the completion or earlier termination of services provided in accordance with individual Task Orders issued pursuant to this Agreement, ownership and title to all reports, documents, plans, maps, specifications, estimates, compilations, photographs, videos and any and all other materials or data produced or obtained as part of this Agreement will automatically be vested in County without restriction or limitation on their use, and no further agreement will be necessary to transfer ownership to County. Copies may be made for Consultant's records, but shall not be furnished to others without written authorization from County's Contract Administrator. Such deliverables shall be deemed works made for hire and all rights in copyright therein shall be retained by County. Consultant shall furnish County all necessary copies of data, including data stored in electronic format, needed to complete the review and approval process of the services provided under this Agreement.

ARTICLE IX

Consultant's Project Manager: Consultant designates Pamela Dalcin-Walling, P.E., Project Manager as its Project Manager for this Agreement. Consultant's Project Manager, or County-approved designee, shall be accessible to County's Contract Administrator, or designee, during normal County working hours and shall respond within twenty-four (24) hours to County inquiries or requests. Consultant's Project Manager shall be responsible for all matters related to Consultant's personnel, operations and any subconsultants authorized under this Agreement including, but not limited to (1) assigning qualified personnel to perform the required work and to prepare the deliverables required by the individual Task Orders issued pursuant to this Agreement; (2) reviewing, monitoring, training and directing Consultant's personnel and any subconsultants authorized herein; and (3) providing qualified and appropriate traffic control services for field work.

ARTICLE X

Changes to Agreement: This Agreement may be amended by mutual consent of the parties hereto. Amendments may be made to permit mutually acceptable changes in the scope, character or complexity of the work if such changes become desirable or necessary as the work progresses. Appropriate extensions of time in case of unavoidable delays and for consideration of warranted adjustments in payment may also be accomplished by amendments to the Agreement. Said amendments shall become effective only when in writing and fully executed by duly authorized officers of the parties hereto. There shall be no change in Consultant's Project Manager or subconsultants without prior written approval by County's Contract Administrator.

ARTICLE XI

Consultant to County: It is understood that the services provided under this Agreement shall be prepared in and with cooperation from County and its staff. It is further agreed that in all matters pertaining to this Agreement, Consultant shall act as Consultant only to County and shall not act as Consultant to any other individual or entity affected by this Agreement nor provide information in any manner to any party outside of this Agreement that would conflict with Consultant's responsibilities to County during the term hereof.

ARTICLE XII

Confidentiality:

- A. Consultant shall maintain the confidentiality and privileged nature of all records, including billing records, all financial, statistical, personal, technical, or other data and information relative to County's operations together with any knowledge therein acquired, in accordance with all applicable state and federal laws and regulations, as they may now exist or may hereafter be amended or changed. Consultant, and all Consultant's staff, employees, and representatives, including any subconsultants authorized herein, shall not use or disclose, directly or indirectly at any time, any said confidential information, other than to County's Department of Transportation for the purpose of, and in the performance of, this Agreement.
- B. Permission to disclose information on one occasion 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 this Agreement or County's actions on the same, except to County's staff, Consultant's own personnel or authorized subconsultants 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 County, and receipt of the Contract Administrator's written permission.

- E. All information related to any construction estimates prepared or otherwise obtained in the performance of this Agreement is confidential, and shall not be disclosed by Consultant to any entity other than to County.
- F. Any non-final or draft administrative reports, studies, materials and documentation, including but not limited to, all environmental documents and any Project Report (PR), relied upon, produced, created or utilized for any items of work performed under this Agreement shall be held in confidence pursuant to Government Code §6254.5(e) until release in accordance with CEQA. County and Consultant agree that such material will not be distributed, released or shared with any other organization, person or group other than County's and Consultant's employees and agents whose work requires that access.
- G. Any subcontract entered into as a result of this Agreement shall contain all of the provisions of this Article.

ARTICLE XIII

Assignment and Delegation: Consultant is engaged by County for its unique qualifications and skills as well as those of its personnel. Consultant shall not subcontract, delegate, or assign services to be provided, in whole or in part, to any other person or entity without prior written consent of County. Notwithstanding this Article, Consultant is authorized to utilize the specific subconsultants identified in Exhibit A hereto and the specific subconsultants authorized in individual Task Orders issued pursuant to this Agreement, for the specific tasks, items of work, and deliverables identified therein or as identified in the individual Task Orders. Consultant shall require each subconsultant, to the extent of the work to be performed by the subconsultant, to be bound to Consultant by the terms of this Agreement and to assume toward Consultant all of the obligations and responsibilities that Consultant, by this Agreement, assumes toward County.

Any subcontract entered into as a result of this Agreement shall contain all of the provisions stipulated in this Agreement to be applicable to subconsultants.

Notwithstanding any provision to the contrary, at no time shall County be obligated to pay separately for subconsultant services.

ARTICLE XIV

Independent Contractor/Liability: Consultant is, and shall be at all times, deemed independent and shall be wholly responsible for the manner in which it performs services required by the terms of this Agreement. Consultant exclusively assumes responsibility for acts of its employees, associates, and subconsultants, as they relate to services to be provided under this Agreement during the course and scope of their employment.

Consultant shall be responsible for performing the work under this Agreement in a safe, professional, skillful, and workmanlike manner, in accordance with good engineering practices, and shall be liable for its own negligence and negligent acts of its employees and subconsultants. County shall have no right of control over the manner in which work is to

be done and shall, therefore, not be charged with responsibility of preventing risk to Consultant or its employees or subconsultants.

ARTICLE XV

Prevailing Wage: County requires Consultant's services on public works projects involving local, state, and federal funds to which prevailing wage requirements may apply. As a consequence, Consultant and any subconsultants authorized pursuant to this Agreement shall comply with all applicable state and federal prevailing wage rates, statutes, rules and regulations then in effect. In the event of conflict between applicable federal and state provisions, the higher prevailing wage rate will apply. Consultant and its subconsultants shall use the general prevailing wage rates determined by the Director of Industrial Relations for the county in which the work is to be done, which are available at the principal office of County Department of Transportation. Changes, if any, to the general prevailing wage rates will be available at the same location. The federal minimum wage rates are determined by the United States Secretary of Labor and may be examined at the office described above. Future effective general prevailing wage rates which have been predetermined and are on file with the California Department of Industrial Relations are referenced but not printed in the general prevailing wage rates.

Consultant and any authorized subconsultants shall comply with all applicable wage requirements, as set forth in Labor Code Sections 1770 et seq., 1773.2, 1775, 1776, 1810, and 1813. In accordance with the provisions of Labor Code Section 1810, eight (8) hours of labor shall constitute a legal day's work upon all work done hereunder, and Consultant and all subconsultants authorized under this Agreement shall also conform to and be bound by the provisions of Labor Code Sections 1810 through 1815.

As required under the provisions of Labor Code Section 1776, Consultant and all subconsultants authorized under this Agreement shall keep accurate payroll records. Certified copies of all payroll records shall be made available for inspection at all reasonable hours at Consultant's principal office.

ARTICLE XVI

Fiscal Considerations: The parties to this Agreement recognize and acknowledge that County is a political subdivision of the State of California. As such, County is subject to the provisions of Article XVI, Section 18 of the California Constitution and other similar fiscal and procurement laws and regulations and may not expend funds for products, equipment, or services not budgeted in a given year. It is further understood that in the normal course of County business, County will adopt a proposed budget prior to a given fiscal year, but that the final adoption of a budget does not occur until after the beginning of the fiscal year.

Notwithstanding any other provision of this Agreement to the contrary, County shall give notice of cancellation of this Agreement in the event of adoption of a proposed budget that does not provide for funds for the services, products, or equipment subject herein. Such notice shall become effective upon the adoption of a final budget, which does not provide funding for this Agreement. Upon the effective date of such notice, this Agreement shall be automatically terminated and County released from any further liability hereunder.

In addition to the above, should the Board of Supervisors during the course of a given year for financial reasons reduce or order a reduction in the budget for any County department for which services were contracted to be performed, pursuant to this paragraph in the sole discretion of County, this Agreement may be deemed to be canceled in its entirety subject to payment for services performed prior to cancellation.

ARTICLE XVII

Default, Termination, and Cancellation:

- A. **Default:** Upon the occurrence of any default of the provisions of this Agreement, a party shall give written notice of said default to the party in default (notice). If the party in default does not cure the default within ten (10) days of the date of notice (Time to Cure), then such party shall be in default. The Time to Cure may be extended at the discretion of the party giving notice. Any extension of Time to Cure must be in writing, prepared by the party in default for signature by the party giving notice, and must specify the reason(s) for the extension and the date in which the extension of Time to Cure expires.

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

- B. **Bankruptcy:** This Agreement, at the option of County, shall be terminable in the case of bankruptcy, voluntary or involuntary, or insolvency of Consultant.
- C. **Ceasing Performance:** County may terminate this Agreement in the event Consultant ceases to operate as a business, or otherwise becomes unable to substantially perform any term or condition of this Agreement.
- D. **Termination or Cancellation without Cause:** County may terminate this Agreement or any Task Order issued pursuant to this Agreement, in whole or in part upon seven (7) calendar days' written notice by County for any reason. If such prior termination is effected, County will pay for satisfactory services rendered prior to the effective dates, as set forth in the Notice of Termination provided to Consultant, and for such other services which County may agree to in writing as necessary for contract resolution. In no event, however, shall County be obligated to pay more than the not-to-exceed amount of the Task Order or the total amount of the contract, as applicable. Upon receipt of a Notice of Termination, Consultant shall promptly discontinue all services affected, as of the effective date of termination set forth in such Notice of Termination, unless the Notice directs otherwise. In the event of termination for default, County reserves the right to take over and complete the work by contract or by any other means.

ARTICLE XVIII

Notice to Parties: All notices to be given by the parties hereto shall be in writing and served by depositing same in the United States Post Office, postage prepaid and return receipt requested. Notices to County shall be in duplicate and addressed as follows:

To County:

County of El Dorado
Department of Transportation
2850 Fairlane Court
Placerville, California 95667

Attn.: Matthew D. Smeltzer, P.E.
Deputy Director, Engineering
Engineering Division

With a Copy to:

County of El Dorado
Department of Transportation
2850 Fairlane Court
Placerville, California 95667

Attn.: Janel Gifford, P.E.
Office Engineer/Contract Services Unit

or to such other location as County directs.

Notices to Consultant shall be addressed as follows:

Dokken Engineering
2365 Iron Point Road
Suite 200
Folsom, California 95630

Attn.: Richard T. Liptak, President

or to such other location as Consultant directs.

ARTICLE XIX

Indemnity: To the fullest extent allowed by law, Consultant shall defend, indemnify, and hold harmless the County and its officers, agents, employees and representatives from and against any and all claims, actions, losses, injuries, damages or expenses of every name, kind, and description, including litigation costs and reasonable attorney's fees incurred, brought for or on account of, injury to or death of any person, including but not limited to workers, County employees and the public, or damage to property, which arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of Consultant, its officers, agents, employees, volunteers, representatives, contractors and subcontractors. This duty of Consultant includes the duty of defense, inclusive of that set forth in California Civil Code Section 2778. Each party shall notify the other party immediately in writing of any claim or damage related to activities performed under this Agreement. The parties shall cooperate with each other in the investigation and disposition of any claim arising out of the activities under this Agreement.

ARTICLE XX

Insurance: Consultant shall provide proof of a policy of insurance satisfactory to County's Risk Management Division and documentation evidencing that Consultant maintains insurance that meets the following requirements:

- A. Full Workers' Compensation and Employers' Liability Insurance covering all employees of Consultant as required by law in the State of California.
- B. Commercial General Liability Insurance of not less than \$1,000,000 combined single limit per occurrence for bodily injury and property damage.
- C. Automobile Liability Insurance of not less than \$1,000,000 is required in the event motor vehicles are used by Consultant in performance of the Agreement.
- D. In the event Consultant is a licensed professional and is performing professional services under this Agreement, Professional Liability Insurance is required with a limit of liability of not less than \$1,000,000.
- E. Consultant shall furnish a certificate of insurance satisfactory to County's Risk Management Division as evidence that the insurance required above is being maintained.
- F. The insurance will be issued by an insurance company acceptable to County's Risk Management Division, or be provided through partial or total self-insurance likewise acceptable to the Risk Management Division.
- G. Consultant agrees that the insurance required herein shall be in effect at all times during the term of this Agreement. In the event said insurance coverage expires at any time or times during the term of this contract, Consultant shall immediately provide a new certificate of insurance as evidence of the required insurance coverage. In the event Consultant fails to keep in effect at all times insurance coverage as herein provided, County may, in addition to any other remedies it may have, terminate this contract upon the occurrence of such event. New certificates of insurance are subject to the approval of County's Risk Management Division, and Consultant agrees that no work or services shall be performed prior to the giving of such approval.
- H. The certificate of insurance must include the following provisions stating that:
 - 1. The insurer will not cancel the insured's coverage without 30-day prior written notice to County; and
 - 2. The County of El Dorado, its officers, officials, employees, and volunteers are included as additional insured, but only insofar as the operations under this Agreement are concerned. This provision shall apply to all general and excess liability insurance policies.
- I. Consultant's insurance coverage shall be primary insurance as respects County, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by County, its officers, officials, employees, or volunteers shall be in excess of Consultant's insurance and shall not contribute with it.

- J. Any deductibles or self-insured retentions must be declared to, and approved, by County. At the option of County, either: The insurer shall reduce or eliminate such deductibles or self-insured retentions as respects County, its officers, officials, employees, and volunteers; or Consultant shall procure a bond guaranteeing payment of losses and related investigations, claim administration, and defense expenses.
- K. Any failure to comply with the reporting provisions of the policies shall not affect coverage provided to County, its officers, officials, employees, or volunteers.
- L. The insurance companies shall have no recourse against the County of El Dorado, its officers and employees or any of them for payment of any premiums or assessments under any policy issued by any insurance company.
- M. Consultant's obligations shall not be limited by the foregoing insurance requirements and shall survive the expiration of this Agreement.
- N. In the event Consultant cannot provide an occurrence policy, Consultant shall provide insurance covering claims made as a result of performance of this Agreement for not less than three (3) years following completion of performance of this Agreement.
- O. The certificate of insurance shall meet such additional standards as may be determined by the contracting County department, either independently or in consultation with County's Risk Management Division as essential for protection of County.

In addition, Consultant shall ensure that all subconsultants authorized pursuant to this Agreement shall maintain workers' compensation, general liability, automobile liability and professional liability insurance as specified above and shall provide County with proof of same.

ARTICLE XXI

Interest of Public Official: No official or employee of County who exercises any functions or responsibilities in review or approval of services to be provided by Consultant under this Agreement shall participate in or attempt to influence any decision relating to this Agreement which affects personal interest or the interest of any corporation, partnership, or association in which he/she is directly or indirectly interested; nor shall any such official or employee of County have any interest, direct or indirect, in this Agreement or the proceeds thereof.

ARTICLE XXII

Interest of Consultant: Consultant covenants that Consultant presently has no personal interest or financial interest, and shall not acquire the same in any manner or degree, in either: 1) any other contract connected with or directly affected by the services to be performed by this Agreement; or, 2) any other entities connected with or directly affected by the services to be performed by this Agreement. Consultant further covenants that in

the performance of this Agreement no person having any such interest shall be employed by Consultant.

Consultant hereby certifies that neither Consultant, any subconsultants authorized herein nor any firm affiliated with Consultant will bid on any construction contract or construction subcontracts for any construction project resulting from work assigned under this Agreement. An affiliated firm is one which is subject to the control of the same persons through joint-ownership, or otherwise. Additionally, Consultant certifies that no person working under this Agreement is also employed by the construction contractor for any Project included within this Agreement.

Except for subconsultants whose services are limited to providing surveying or materials testing information, no subconsultant who has provided design services in connection with this contract shall be eligible to bid on any construction contract, for any construction Project resulting from this Agreement.

Consultant further certifies that neither Consultant, nor any firm affiliated with Consultant, will bid on any construction subcontracts included within any construction contract associated with this Agreement.

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

ARTICLE XXIII

California Residency (Form 590): All independent Consultants providing services to County must file a State of California Form 590, certifying their California residency or, in the case of a corporation, certifying that they have a permanent place of business in California. Consultant will be required to submit a Form 590 prior to execution of this Agreement, or County shall withhold seven (7) percent of each payment made to Consultant during the term of this Agreement. This requirement applies to any agreement/contract exceeding \$1,500.

ARTICLE XXIV

County Payee Data Record Form: All independent contractors or corporations providing services to County who do not have a Department of the Treasury Internal Revenue Service Form W-9 (Form W-9) on file with County must file a County Data Record Form with County.

ARTICLE XXV

Business License: County's Business License Ordinance provides that it is unlawful for any person to furnish supplies or services, or transact any kind of business in the unincorporated territory of El Dorado County without possessing a County business license unless exempt under County Ordinance Code Section 5.08.070. Consultant warrants and represents that it shall comply with all of the requirements of County's Business License Ordinance prior to beginning work under this Agreement and at all times during the term of this Agreement.

ARTICLE XXVI

California Forum and Law: Any dispute resolution action arising out of this Agreement, including, but not limited to, litigation, mediation, or arbitration, shall be brought in El Dorado County, California, and shall be resolved in accordance with the laws of the State of California.

ARTICLE XXVII

Year 2000 Compliance: Consultant agrees that all hardware and software developed, distributed, installed, programmed, or employed as a result of this order will comply with ISO 9000 date format to correctly manipulate and present date-sensitive data.

Upon delivery of product and thereafter, the date and date logic component shall effectively and efficiently operate using a four-digit year.

Upon written notification by County of any hardware or software failure to comply with ISO 9000 date format, Consultant will replace or correct the failing component with compliant hardware or software immediately, at no cost to County.

ARTICLE XXVIII

Compliance with Federal, State and Local Agency Requirements: County is relying on federal assistance or grants, state funds and on local agency or other grant funds for all or a portion of the funding for the services to be provided herein. As a requirement of County's use of federal, state and local agency grant funds, County is required to comply with certain contracting requirements and to extend those requirements to all third party contracts. Consultant shall comply with all applicable provisions of federal, state and local agency regulations, including those required by Federal Highway Administration (FHWA) grant funding requirements, regulations, and related executive orders regarding the use, expenditure, control, reporting, allowable costs and management of such funds. The following Office of Management and Budget (OMB) Circulars, as applicable, and as implemented by various parts of the Code of Federal Regulations (CFR), are incorporated by reference and made a part of this Agreement:

2 CFR Part 225, "Cost Principles for State, Local, and Indian Tribal Governments (formerly OMB Circular A-87)"

Circular A-133, revised June 26, 2007, "Audits of States, Local Governments, and Non-Profit Organizations"

Copies of the OMB Circulars are available on the Internet at:
<http://www.whitehouse.gov/omb/circulars/index.html>.

Failure of Consultant to comply with any federal, state or local agency provision may be the basis for withholding payments for charges made by Consultant and for such other remedies as may be appropriate including termination of this Agreement. Consultant shall further comply with any flow-down or third-party contracting provisions which may be required under the federal, state or local agency regulations and which may apply to Consultant's subcontracts, if any, associated with this Agreement.

ARTICLE XXIX

Working Office: Consultant shall establish a working office at a place acceptable to County. The parties hereto acknowledge and agree that Consultant's office located at 2365 Iron Point Road, Suite 200, Folsom, California 95630 is acceptable to County.

ARTICLE XXX

Cost Principles: The Federal Acquisition Regulations in Title 48, CFR, Part 31 et seq. are the governing factors regarding allowable elements of cost for all services to be performed under this Agreement.

- A. Consultant shall comply with 2 CFR Part 225, Cost Principles for State and Local Governments, and with federal administrative procedures pursuant to 49 CFR, Part 18, Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments, and 49 CFR, Chapter 1, Parts 31 et seq., Federal Acquisition Regulations System, insofar as those regulations may apply to Consultant. This provision shall apply to every sub-recipient receiving funds as a Consultant or subconsultant under this Agreement.
- B. Any expenditures for costs for which Consultant has received payment or credit that are determined by subsequent audit to be unallowable under 2 CFR Part 225, 48 CFR, Parts 31 et seq. or 49 CFR, Part 18 are subject to repayment by Consultant to County.
- C. Travel and subsistence (per diem) reimbursements, if applicable, and third-party contract reimbursements to subconsultants will be allowable as Project costs only after those costs are incurred and paid for by Consultant.
- D. Notwithstanding any other provision of this Agreement to the contrary, payments to Consultant for travel and subsistence (per diem) and mileage expenses, if applicable, for Consultant's staff or for subconsultants claimed for reimbursement shall not exceed the lesser of (1) the rates to be paid to County employees under the current Board of Supervisors Travel Policy in effect at the time the expenses are incurred; or (2) the rates authorized to be paid to rank and file state employees under the then current State Department of Personnel Administration (DPA) rules. If the rates invoiced are in excess of these authorized rates, then Consultant is responsible for the cost difference and any overpayments shall be reimbursed to County upon demand. For the purposes of this Agreement, only mileage expenses shall be eligible for reimbursement in accordance with ARTICLE III, Compensation for Services above. No reimbursements for travel and subsistence (per diem) expenses for Consultant or subconsultants shall be allowed.
- E. Consultant and its subconsultants shall establish and maintain accounting systems and records that properly accumulate and segregate funds received under this Agreement by line item. The accounting systems of Consultant and all subconsultants shall conform to Generally Accepted Accounting Principles (GAAP), shall enable the determination of incurred costs at interim points of completion, and shall provide support for reimbursement of payment vouchers or invoices.

ARTICLE XXXI

Audit and Inspection of Records: Consultant shall maintain and make available to the FHWA, the State, the California State Auditor, and County or to any duly authorized representative of the United States Department of Transportation, Comptroller General of the United States, or County all books, documents, papers, job cost records, detailed cost estimates, claims, and accounts, including payment, property, payroll, personnel, subconsultant records, and financial records related to or which arise out of the work or under terms of this Agreement. Consultant shall maintain such books, records, data and documents in accordance with generally accepted accounting principles and in accordance with the provisions of ARTICLE XXVIII, Compliance with Federal, State and Local Agency Requirements and ARTICLE XXX, Cost Principles above. These books, papers, records, claims and accounts shall be made available for examination during normal business hours and shall be readily available and accessible at Consultant's principal place of business in California, for audit during normal business hours at such place of business. Consultant shall provide office space, photocopies and other assistance to enable audit or inspection representatives to conduct such audits or inspections. This right to audit books and records directly related to this Agreement shall also extend to all subconsultants authorized under this Agreement. Consultant shall incorporate this provision in any subcontract entered into as a result of this Agreement and shall require its subconsultants to agree to cooperate with the listed agencies by making all appropriate and relevant Project records available to those agencies for audit and copying.

ARTICLE XXXII

Record Retention: All of Consultant's books, papers, job cost records, detailed cost estimates, claims, and accounts, including payment, property, payroll, personnel, subconsultant records, and financial records related to or which arise out of the work or under terms of this Agreement shall be retained for access, inspection and/or audit by the United States Department of Transportation, the FHWA, Comptroller General of the United States, the State, the California State Auditor and County or their duly authorized representatives for at least three (3) years after County's final payment to Consultant under this Agreement. Consultant shall incorporate this provision in any subcontract entered into as a result of this Agreement.

ARTICLE XXXIII

Covenant Against Contingent Fees: By executing this Agreement, Consultant warrants that it has not employed or retained any company or person, other than a bona fide employee working for Consultant, to solicit or secure this Agreement, and that it has not paid or agreed to pay any company or person, other than a bona fide employee, any fee, commission, percentage, brokerage fee, gift, or any other consideration, contingent upon or resulting from the award or formation of this Agreement. For breach or violation of this warranty, County shall have the right to annul this Agreement without liability or at its discretion to deduct from the Agreement price or consideration, or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift or contingent fee. The parties hereto have acknowledged this covenant against contingent fees and Consultant has duly executed Exhibit E, marked "Certification of Consultant," and County

has duly executed Exhibit F, marked "Certification of Local Agency," both of which exhibits are incorporated herein and made by reference a part hereof.

ARTICLE XXXIV

Design Standards: Consultant shall perform all services under this Agreement in conformance with applicable federal, state and local design standards or other standards for work performance stipulated in ARTICLE IV, Standards for Work above or in the individual Task Orders issued pursuant to this Agreement.

ARTICLE XXXV

Documentation: Consultant shall document the results of its work to the satisfaction of County and if applicable, the State and the FHWA. This may include preparation of progress and final reports, plans, specifications and estimates, or similar evidence of attainment of the Agreement objectives.

ARTICLE XXXVI

Patent Rights: Applicable patent rights provisions described in 41 CFR 1-9.1 regarding rights to inventions are hereby included in this Agreement as applicable. Consultant shall incorporate this provision in its subcontracts, if any, in excess of \$25,000.

ARTICLE XXXVII

Copyrights: County may permit copyrighting reports or other Agreement products. If copyrights are permitted, the FHWA and State shall have the royalty-free non-exclusive and irrevocable right to reproduce, publish, or otherwise use, and to authorize others to use, the work for government purposes. Consultant shall incorporate this provision in its subcontracts, if any, in excess of \$25,000.

ARTICLE XXXVIII

Consultant's Endorsement on PS&E/Other Data: If applicable, the responsible Consultant/Engineer shall sign all plans, specifications, estimates and all engineering data furnished by it and where appropriate, indicate its registration number.

ARTICLE XXXIX

Disadvantaged Business Enterprise (DBE) Considerations: Consultant must give consideration to DBE firms as specified in 23 CFR 172.5(b) and in Appendix A to Part 26 of 49 CFR. Consultant shall ensure that certified DBE firms have the opportunity to participate in the performance of this Agreement and Consultant shall take all necessary and reasonable steps for such assurance. If this Agreement has an Underutilized DBE (UDBE) goal, Consultant must meet the UDBE goal by using certified UDBEs as subconsultants or document a good faith effort to meet the goal. **For the purposes of this Agreement, the UDBE goal shall be 1.20%.**

ARTICLE XL

DBE Participation:

- A. This Agreement is subject to 49 CFR, Part 26 entitled "Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs." It is the policy of County that certified DBE firms shall have the maximum opportunity to participate in the performance of agreements financed in whole or in part with federal funds. Consultant shall ensure that certified DBE firms, as defined in the Code of Federal Regulations, have the maximum opportunity to participate in the performance of this Agreement and shall take all necessary and reasonable steps, as set forth in said Part 26, for such assurance. Consultant, if it obtains DBE participation on this Agreement, will assist Caltrans in meeting its federally mandated statewide overall DBE goal. A "Local Agency Proposer-DBE Information (Consultant Contracts)" form, attached hereto as Exhibit G and is incorporated herein and made by reference a part hereof, shall be completed by Consultant and submitted upon contract execution.

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

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

ARTICLE XLI

Nondiscrimination:

- A. In connection with its performance under this Agreement, Consultant shall comply with all applicable nondiscrimination statutes and regulations during the performance of this Agreement including, but not limited to the following: Consultant, its employees, subconsultants and representatives shall not unlawfully discriminate against any employee or applicant for employment because of race, religion, color, national origin, ancestry, physical handicap, medical condition, marital status, age, or sex; Consultant shall, unless exempt, comply with the applicable provisions of the Fair Employment and Housing Act (Government Code, Sections 12900 et seq.) and applicable regulations promulgated thereunder (California Code of Regulations, Title 2, Sections 7285.0 et seq.); the applicable regulations of the Fair Employment and Housing Commission implementing Government Code, Section 12990, set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations incorporated into this Agreement by reference and made a part hereof as if set forth in full; and Title VI of the Civil Rights Act of

1964, as amended. Consultant, its employees, subconsultants and representatives shall give written notice of their obligations under this clause as required by law.

- B. Where applicable, Consultant shall include the nondiscrimination and compliance provisions in any of its agreements that affect or are related to the services performed herein.
- C. The Congress of the United States, the Legislature of the State of California and the Governor of the State of California, each within their respective jurisdictions, have prescribed certain nondiscrimination requirements with respect to contract and other work financed with public funds. Consultant agrees to comply with the requirements of Exhibit H, marked "Fair Employment Practices Addendum" and the requirements of Exhibit I, marked "Nondiscrimination Assurances," including Appendices A through D to Exhibit I, both of which exhibits and the four Appendices to Exhibit I are incorporated herein and made by reference a part hereof. Consultant further agrees that any agreement entered into by Consultant with a third party for the performance of Project-related work shall incorporate Exhibits H and I and Appendices A through D to Exhibit I as essential parts of such agreement to be enforced by that third party as verified by County.
- D. Consultant's signature executing this Agreement shall provide any certifications necessary under the federal laws and the laws of the State of California, including but not limited to Government Code Section 12990 and Title 2, California Code of Regulations, Section 8103.

ARTICLE XLII

Compliance with Disability Acts: Consultant shall comply with: (a) Section 504 of the Rehabilitation Act of 1973 which prohibits discrimination on the basis of disability in federally assisted programs; (b) the Americans with Disabilities Act (ADA) of 1990 which prohibits discrimination on the basis of disability irrespective of funding; and (c) all applicable regulations and guidelines issued pursuant to both the Rehabilitation Act and the ADA.

ARTICLE XLIII

Debarment and Suspension Certification:

- A. Consultant's signature affixed herein, shall constitute a certification under penalty of perjury under the laws of the State of California, that Consultant has complied with Title 2, Code of Federal Regulations, Part 1200, Debarment and Suspension Certificate, which certifies that it or any person associated therewith in the capacity of the owner, partner, director, officer or manager, is not currently under suspension, debarment, voluntary exclusion or determination of ineligibility by any federal agency; has not been suspended, debarred, voluntarily excluded or determined ineligible by any federal agency within the past three (3) years; does not have a proposed debarment pending; and has not been indicted, convicted or had a civil judgment rendered against it by a court of competent jurisdiction in any manner

involving fraud or official misconduct within the past three (3) years. Any exceptions to this certification must be disclosed to County.

- B. Exceptions will not necessarily result in denial of recommendation for award, but will be considered in determining Consultant responsibility. Disclosures must indicate to whom exceptions apply, initiating agency and dates of action.
- C. Consultant agrees to include this Article without modification in all subcontracts.

ARTICLE XLIV

Prohibition of Expending County, State or Federal Funds for Lobbying:

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

ARTICLE XLV

Disputes:

- A. Any dispute, other than audit, concerning a question of fact arising under this Contract that is not disposed of by agreement shall be decided by a committee consisting of County's Contract Administrator and the Director of Transportation, or designee, which may consider written or verbal information submitted by Consultant.
- B. Not later than thirty (30) days after completion of all work under any individual Task Order issued pursuant to this Agreement, Consultant may request review by the Director of Transportation 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 Contract.
- D. Consultant's failure to follow this dispute resolution procedure shall constitute a waiver of such claims and a bar to further proceedings.

ARTICLE XLVI

Audit Review Procedures:

- A. Any dispute concerning a question of fact arising under an interim or post audit of this contract that is not disposed of by agreement, shall be reviewed by County's Chief Fiscal Officer.
- B. Not later than thirty (30) days after issuance of the final audit report, Consultant may request a review by County's Chief Fiscal Officer of unresolved audit issues. The request for review shall be submitted by Consultant in writing.
- C. Neither the pendency of a dispute nor its consideration by County shall excuse the Consultant from full and timely performance, in accordance with the terms of this contract.

ARTICLE XLVII

Inspection of Work: Consultant and any subconsultants authorized herein shall permit County, the State and the FHWA if federal participating funds are used in this Contract to review and inspect the Project activities and files at all reasonable times during the performance period of this Contract, including review and inspection on a daily basis.

ARTICLE XLVIII

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 County's Safety Officer and other County representatives.

Consultant's personnel and any subconsultants authorized herein shall wear hard hats and safety vests at all times while working on construction Project sites.

- B. Pursuant to the authority contained in Section 591 of the Vehicle Code, County has determined that there are areas that may be within the limits of certain Projects that 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.
- C. Consultant must have a Division of Occupational Safety and Health (CAL-OSHA) permit(s), as outlined in California Labor Code Sections 6500 and 6705, prior to the initiation of any practices, work, method, operation, or process related to the construction or excavation of trenches which are five (5) feet or deeper.
- D. Any subcontract entered into as a result of this Agreement, shall contain all of the provisions of this Article.

ARTICLE XLIX

Claims Filed by County's Construction Contractors:

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

ARTICLE L

National Labor Relations Board Certification: In accordance with Public Contract Code Section 10296, Consultant hereby states under penalty of perjury that no more than one final 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.

ARTICLE LI

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

ARTICLE LII

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

ARTICLE LIII

Contracting with Small and Minority Firms and Women's Business Enterprises: It is a national policy to award a fair share of contracts to small and minority business firms. County is strongly committed to the objectives of this policy and encourages all Consultants to take affirmative steps to ensure such fairness.

1. Consultant shall take all necessary affirmative steps to assure that minority firms, and women's business enterprises are used when possible.
2. Affirmative steps shall include:
 - (a) Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
 - (b) Assuring that small and minority businesses and women's business enterprises are solicited whenever they are potential sources;
 - (c) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority business and women's business enterprises;
 - (d) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority business and women's business enterprises;
 - (e) Using the services and assistance of the Small Business Administration, and the Minority Business Development Agency of the Department of Commerce as appropriate, and

(f) Requiring the prime consultant, if subcontracts are to be let, to take the affirmative steps listed in 2 (a) through (e) above.

ARTICLE LIV

Environmental Compliance: Consultant shall comply with all applicable standards, orders, or requirements issued under Section 306 of the Clean Air Act (42 U.S.C. 1857(h)); Section 508 of the Clean Water Act (33 U.S.C. 1368); Executive Order 11738; Environmental Protection Agency regulations (40 CFR Part 15); and mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163, 89 Stat. 871).

ARTICLE LV

Contract Administrator: The County Officer or employee with responsibility for administering this Agreement is Matthew D. Smeltzer, Deputy Director, Engineering, Engineering Division, Department of Transportation, or successor.

ARTICLE LVI

Authorized Signatures: The parties to this Agreement represent that the undersigned individuals executing this Agreement on their respective behalf are fully authorized to do so by law or other appropriate instrument and to bind upon said parties the obligations set forth herein.


ARTICLE LVII

Partial Invalidity: If any provision of the Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions will continue in full force and effect without being impaired or invalidated in any way.

ARTICLE LVIII


Entire Agreement: This document and the documents referred to herein or exhibits hereto are the entire Agreement between the parties, and they incorporate or supersede all prior written or oral agreements or understandings.

Contract Administrator Concurrence:

By: 
Matthew D. Smeltzer
Deputy Director, Engineering
Engineering Division
Department of Transportation

Dated: 1/30/12

Requesting Department Concurrence:

By: 
James W. Ware, P.E.
Director of Transportation

Dated: 1/31/12

IN WITNESS WHEREOF, the parties have executed this Agreement on the dates indicated below, the latest of which shall be deemed to be the effective date of this Agreement.

-- COUNTY OF EL DORADO --


By: _____ Dated: _____

Board of Supervisors
"County"

Attest:
Suzanne Allen de Sanchez
Clerk of the Board of Supervisors

By: _____ Dated: _____
Deputy Clerk

-- DOKKEN ENGINEERING --

By:  Dated: 2/3/12
Richard T. Liptak
President
"Consultant"

By:  Dated: 2/3/2012
Cathy Chan
Corporate Secretary

Dokken Engineering

Exhibit A

Base Scope of Work

PROJECT DESCRIPTION:

The Bucks Bar Road at the North Fork Cosumnes River – Bridge Rehabilitation Project (Project) to replace the bridge that was constructed in 1946 over the North Fork of the Cosumnes River is located on Bucks Bar Road approximately 1.2 miles north of Mount Aukum Road. The Project includes constructing a new 2-lane bridge and roadway approach improvements for a distance of 1,000 feet on Bucks Bar Road. A detour will be necessary to accommodate traffic during some stages of the work. The proposed Project detour will affect two (2) intersections: Pleasant Valley Road at Bucks Bar Road (to the north) and Mount Aukum Road at Bucks Bar Road (to the south).

County will coordinate grant paperwork, establish the roadway alignment and conduct its design, design utility relocations and coordinate with appropriate companies, and conduct all right-of-way activities. Consultant and its three (3) subconsultants: 1) WRECO, 2) Geocon Consultants, Inc. (Geocon), and 3) Drake, Haglan & Associates, Inc. (DHA) shall perform the tasks included in the Items of Work below.

SCHEDULE AND DELIVERABLES:

Unless otherwise indicated below, and notwithstanding any other provisions of this Agreement to the contrary, Consultant shall submit all deliverables to County's Contract Administrator (CA) in accordance with Attachment 1, "Base Scope of Work Project Schedule and Deliverables," herein. All unsigned deliverables, whether hard copy or electronic versions, shall be provided using Microsoft (MS) Office 2003 applications (specifically, MS Word, MS Project and MS Excel). Signed reports shall be submitted in Adobe portable document format (pdf). All plans, specifications and similar documents shall be produced in MicroStation and submitted in both MicroStation and AutoCAD 2010 formats.

Unless otherwise indicated below, Consultant shall submit all draft documents and reports to County's CA and Caltrans for review and comment. Consultant shall incorporate County's and Caltrans' comments into the final documents or reports subject to agreement by Consultant and County's CA.

BASE SCOPE OF WORK:

The following Base Scope of Work is based on County proceeding with the alignment Consultant established and evaluated under Agreement for Services # AGMT 09-52633. This alignment essentially follows the existing roadway and requires closure of Bucks Bar Road for approximately six (6) months.

ITEM OF WORK A – PROJECT MANAGEMENT

A1. Project Management

Consultant shall perform project management services including in-person meetings, deliveries, presentation of work products, monthly progress reports, work progress monitoring, budget monitoring, coordination of subconsultants and communication.

Consultant shall prepare progress reports in accordance with ARTICLE VI, Progress Reports and shall submit them monthly to County's CA.

Deliverables:

- Progress Reports
- Project Schedule Updates

ITEM OF WORK B – HYDRAULICS

B1. Final Location Hydraulic Study

Consultant's subconsultant, WRECO, shall prepare the Final Location Hydraulic Study to evaluate the final selected bridge configuration and crossing location. WRECO shall complete Summary Floodplain Encroachment and Location Hydraulic Study Forms for use in the various environmental technical reports identified in Item of Work D – Environmental and the type selection memorandum in Item of Work E1., Type Selection and 30% Unchecked Bridge Plans.

Deliverables:

- Final Location Hydraulic Study
- Summary Floodplain Encroachment and Location Hydraulic Study Forms

B2. Bridge Hydraulic Design Report

Consultant's subconsultant, WRECO, shall prepare the Draft Bridge Hydraulic Design Report (Draft Report) for the Project. The Draft Report shall include results from the hydrologic, hydraulics and scour analyses that were completed under Agreement for Services # AGMT 09-52633. Consultant shall submit the Draft Report to County's CA and Caltrans for review and comment.

WRECO shall prepare and submit to Consultant the Final Bridge Hydraulic Design Report, which shall incorporate or address all comments on the Draft Report, if any, from Consultant, County and Caltrans.

Deliverables:

- Draft Bridge Hydraulic Design Report
- Final Bridge Hydraulic Design Report

ITEM OF WORK C – GEOTECHNICAL

C1. Boring Site Coordination and Permitting

Consultant shall apply and receive approval for a Section 1602 Streambed Alteration Agreement with the California Department of Fish and Game (CDFG) and County, and provide the necessary notification to the other resource agencies, as applicable. Consultant shall pay CDFG Section 1602 Streambed Alteration Agreement permit fees up to \$600 (as an Other Direct Cost).

Consultant's subconsultant, Geocon, shall apply and receive approval for a Boring Permit from County.

Consultant shall apply and receive approval for an Encroachment Permit from County for work on and along Bucks Bar Road.

Deliverables:

- CDFG Section 1602 Streambed Alteration Agreement
- County Boring Permit
- County Encroachment Permit

C2. Field Exploration

Consultant's subconsultant, Geocon, shall collect and review available existing geologic, seismic, and geotechnical information applicable to the proposed Project. Existing geotechnical information may include geologic and seismic literature and maps and geotechnical data and reports from nearby projects. Consultant's subconsultant, Geocon, shall visit the site to observe and note pertinent site surface and geologic features.

Geocon shall explore the subsurface conditions at the site by drilling seven (7) borings with a truck or track-mounted drill rig. One (1) boring shall be advanced at each of the two bent and two abutment locations (total of four [4] borings); one (1) boring shall be advanced at the proposed retaining wall location; and one (1) boring shall be advanced

on both sides of the bridge in the existing roadway for pavement design (total of two [2] borings).

The two (2) borings advanced at the bent locations shall be drilled using a combination of triple-tube and rock core methods to a depth of approximately seventy (70) feet along the drill alignment. The drill rig shall be positioned on the shoulder of the existing roadway and shall advance the borings at an angle from vertical for the purpose of retrieving bedrock samples from the anticipated bent foundation bottoms to depths of approximately thirty (30) feet below the bent foundation bottoms. The purpose for advancing to this depth below the bent foundation bottoms is to obtain bedrock data that shall be utilized in developing rock anchor design and temporary excavation support.

The two (2) borings drilled at the proposed abutment locations shall be drilled to approximately twenty (20) feet below the existing road grade. Due to anticipated boulder fill in this area, the borings shall be advanced using a percussion method until bedrock is encountered. The driller shall then switch to rock core methods and advance the boring an additional ten (10) feet to verify bedrock was encountered.

One (1) boring shall be drilled in the area of the proposed retaining wall at the northeast end of the bridge alignment, and at the time of preparing this Base Scope of Work, a drill method has not been established. Two alternatives being considered include an angled boring advanced from the roadway shoulder or a vertical boring drilled at the bottom of the roadway embankment in the area of the proposed wall foundation. This second method requires access from the lower property which Geocon understands may not be available for this use. The fee included in Exhibit D, "Cost Proposal by Item of Work," herein, includes the cost for both methods. The remaining two (2) borings shall be drilled utilizing auger methods. They shall be drilled on both sides of the bridge, in the existing roadway, and shall be advanced to a depth of five (5) feet or to refusal.

This drilling scope has been developed for the purpose of avoiding impacts to the active river channel. By positioning borings in the roadway only and not altering the river channel, lengthy and expensive permitting can be avoided. However, this does require advancing the borings through large, very hard granitic boulders in a loose sandy matrix. These materials are considered some of the most difficult to advance a boring through, particularly at an incline. In order to advance the proposed boring plan, Exhibit D, "Cost Proposal by Item of Work," includes using a drilling contractor that is considered to be one of the most experienced and successful with difficult access and conditions. Utilizing this drilling contractor will minimize the potential for drilling delays (and additional costs) and minimize mechanical accidents during drilling that could result in environmental impacts to the active river channel.

Geocon shall maintain logs of the soil/rock encountered and shall obtain samples for visual examination, classification, and laboratory testing in accordance with the latest edition of the Caltrans Soil and Rock Logging Manual. Upon completion, borings shall be backfilled with cement grout. Geocon shall ensure that drilling fluids from the rock

cored holes are contained in drums and removed from the site by a certified waste hauler. Geocon shall ensure that excess drill cuttings from the auger borings are removed and disposed off site.

Upon completion of Geocon's on-site drilling, County's Surveying Services staff will survey the boring locations and provide elevations to Geocon.

Consultant shall utilize Golden State Fence (as an Other Direct Cost) to temporarily remove and reset fifty (50) feet of existing black chain link fencing which is necessary in order to complete the boring for the north approach retaining wall.

C3. Laboratory Testing

Consultant's subconsultant, Geocon, shall perform geotechnical laboratory tests on soil and rock samples to obtain index, strength and subgrade support properties of the soil and rock samples collected in C2., Field Exploration, for use in engineering analyses. It is anticipated that the laboratory testing will include soil sieve analysis, rock compression, and Resistance Value tests (R-values). Selected samples shall also be tested for corrosivity (pH, electrical resistivity, water-soluble sulfates and water-soluble chlorides). The actual number and type of testing will depend on the subsurface conditions actually encountered.

C4. Geotechnical Engineering Analysis

Consultant's subconsultant, Geocon, shall perform geotechnical analyses and provide recommendations for bridge spread footings, retaining walls, cut/fill slope stability, R-values and approach roadway pavement sections. These analyses shall include, but not be limited to, rock slope stability, foundation bearing capacity, rock bolt capacity and analysis of earth pressures for design of the retaining wall.

C5. Report Preparation

Consultant's subconsultant, Geocon, shall prepare the Draft and Final Bridge Foundation Report to summarize field and laboratory test data, results of geotechnical analyses and foundation recommendations. Development of construction cost estimates and specifications are not included. This report shall include the following:

- Description of the proposed Project.
- Description of the surface and subsurface site conditions encountered during the field investigation, including R-values of existing soils.
- Discussion of the corrosion potential of the near-surface soils encountered during the field exploration based on laboratory corrosivity tests performed. Detailed analysis of corrosion test results is not included.
- Logs of test borings shall be prepared for the bridge borings following Caltrans guidelines (2010).

- Recommendations related to the geotechnical aspects of:
 - General earthwork, including site stripping, subgrade preparation, cut/fill slope stability, import fill and compaction criteria;
 - Shallow spread footing design and construction, including allowable bearing capacity, lateral resistance, settlement and foundation depth for abutments, piers and retaining walls;
 - Current Caltrans ARS curves as specified in the Caltrans *Guidelines for Structures Foundation Reports* and seismic design parameters for use in structural analysis; and
 - Asphalt concrete pavement geotechnical design parameters.
- An appendix that includes a summary of the field investigation and laboratory testing results.

Deliverables:

- Logs of Test Borings
- Draft Bridge Foundation Report
- Final Bridge Foundation Report

C6. Geocon Project Management

Consultant's subconsultant, Geocon, shall assign a Project Manager experienced in this work to monitor, schedule, and budget the work and serve as Geocon's point of contact.

Geocon's Project Manager shall attend two (2) meetings with County and Consultant in Folsom, California during the course of the Project and shall discuss the subsurface conditions encountered with respect to the proposed Project and any conclusions and/or recommendations presented by Geocon.

C7. Traffic Control and Access

Consultant's subconsultant, Geocon, shall provide traffic control during the exploration program. The field exploration is anticipated to last six (6) days which will result in a single lane closure utilizing two (2) flaggers. The single lane closure is necessary to allow the drill rigs to be positioned at the proposed boring locations. Geocon shall utilize a grading contractor to fill the drainage ditch at the southwest side of the roadway on the south side of the bridge. This will widen the southbound lane, allowing traffic to pass during the drilling on the south side of the bridge. Geocon shall ensure that its grading contractor places a fabric over the area prior to placing and compacting the aggregate base. Once drilling is completed on the south side of the bridge, the ditch backfill shall be removed and the ditch restored to conditions similar to those prior to being backfilled.

ITEM OF WORK D – ENVIRONMENTAL

Consultant shall complete the environmental process that was started under Agreement for Services # AGMT 09-52633. This will include additional environmental evaluations on two (2) intersections located at Pleasant Valley Road and Bucks Bar Road and Mount Aukum Road and Bucks Bar Road (Intersections) affected by the proposed Project detour, and preparation of the Draft and Final Initial Study/Proposed Mitigated Negative Declaration (IS/MND) and Categorical Exclusion (CE) for the Project.

D1. Cultural Resources Record Search

Consultant shall conduct additional cultural resources record searches at the Sacramento State Information Center for the area surrounding the two (2) Intersections. Consultant shall add the results from the record search into the cultural documents.

Deliverables:

- Cultural Resources Search Results for Two (2) Intersections Impacted by the Proposed Project Detour shall be included in the applicable documents

D2. Supplemental Field Work (Biological, Cultural and Hazardous Waste)

Consultant shall conduct supplemental field research to document the biological, cultural and hazardous waste setting of the Project area.

Deliverables:

- Supplemental Field Work Results shall be included in the applicable documents

D3. Impact Analysis Report and Exhibit Revisions

Consultant shall revise the Project description and impact analysis report to include the two (2) Intersections. Consultant shall coordinate the new improvements and study area with Caltrans. Consultant shall revise the impact analysis exhibits as necessary to include both Intersections.

Deliverables:

- Revised Project Description, Impact Analysis Report and Exhibits Inclusive of Intersections

D4. Prepare Draft and Final IS/MND

Consultant shall incorporate the purpose and need, Project description and the technical studies into the Draft IS/MND. Consultant shall prepare the sections for human environment, physical environment, biological environment and cumulative

impacts and incorporate them in the Draft IS/MND. The Draft IS/MND shall determine if the Project will have any significant adverse effects on the environment under both state and federal standards, identify potential mitigation measures for such impacts and determine if the mitigation measures reduce all impacts below a level of significance.

Consultant shall provide the Draft IS/MND to County's CA and Caltrans for review and comment. Consultant shall revise the Draft IS/MND in response to comments from County and Caltrans and shall release the revised Draft IS/MND to the public for its review and comment.

Consultant shall prepare and submit to County's CA a Notice of Availability (NOA) for the Draft IS/MND. Consultant shall prepare and submit to County's CA mailers and comment cards for a public meeting. During public circulation of the Draft IS/MND, Consultant shall hold one (1) public meeting to answer questions and address concerns.

At the close of the public review period for the Draft IS/MND, Consultant shall meet with County staff to review public comments received on the Draft IS/MND and discuss potential responses to those comments. Consultant shall draft written responses to the public comments, incorporate County comments and include the public comments and written responses as an Appendix in the Final IS/MND.

Consultant shall prepare the Final IS/MND and shall prepare an environmental commitments record (Mitigation Monitoring Plan) to ensure that the mitigation measures contained in the Final IS/MND are properly implemented.

Deliverables:

- Draft IS/MND
- NOA
- Public Meeting During Circulation of Draft IS/MND – Mailers and Comments Cards
- Written Responses to IS/MND Comments
- Final IS/MND
- Mitigation Monitoring Plan

D5. Prepare Notice of Determination (NOD), Draft National Environmental Policy Act (NEPA) CE, and Draft and Final Habitat Monitoring Plan

Prior to action on the Final IS/MND, Consultant shall assist County in preparing appropriate findings and determinations for the Final Administrative Record. To complete the environmental document process, Consultant shall file a NOD with County's Recorder's Office within five (5) days of approval of the Final IS/MND, pursuant to California Environmental Quality Act (CEQA) guidelines. Consultant shall

prepare the Draft NEPA CE. The NEPA process will be complete upon obtaining Caltrans' signature on the NEPA CE.

Where possible, Consultant shall mitigate on site the impacts to sensitive natural communities, waters of the U.S. and habitats of sensitive species. On-site mitigation shall consist of enhancing habitat around the Cosumnes River using a combination of removing invasive species, native species planting and improvements to waters of the U.S. and the State of California. Consultant shall ensure that a qualified biologist, approved through the regulatory agencies, prepares for Consultant's submittal a Draft and Final Habitat Monitoring Plan.

Deliverables:

- NOD
- Draft NEPA CE for Caltrans' Signature
- Draft Habitat Monitoring Plan
- Final Habitat Monitoring Plan

ITEM OF WORK E – STRUCTURE DESIGN

Consultant shall prepare the Plans, Specifications and Estimate (PS&E) for the Project. Consultant shall prepare the design in accordance with American Association of State Highway and Transportation Officials 2004 Load and Resistance Factor Design (AASHTO 2004 LRFD) and Caltrans' Interim Publications. Consultant shall prepare the Project Plans in accordance with all Caltrans' standards.

Consultant shall, in performance of this Item of Work, participate in five (5) one (1) hour meetings as scheduled by County. County staff will prepare the meeting agendas and meeting minutes.

Consultant shall respond in writing to County's and Caltrans' comments, for all design submittals. Comments shall be incorporated in the Project Plan Set, as agreed upon by County's CA and Consultant.

E1. Type Selection and 30% Unchecked Bridge Plans

Consultant shall prepare a Type Selection Memorandum, which shall include the General Plan, Foundation Plan and estimate (30% Unchecked Bridge Plans). Consultant shall submit the Type Selection Memorandum to County's CA and Caltrans for review and approval. Consultant shall prepare the Type Selection package after County's selection of the proposed profile, cross section and alignment for Bucks Bar Road (Alignment).

Deliverables:

- Type Selection Memorandum, which shall include the General Plan, Foundation Plan and Estimate

E2. 65% Unchecked Bridge Plans

Consultant shall prepare and submit 65% Unchecked Bridge Plans in Caltrans' structures formatting. Consultant shall ensure that the Bridge Plans are compatible with the profile, cross section and alignment of County's 30% Roadway Plans and include an approach retaining wall at the northeast corner of the bridge.

Consultant shall submit the 65% Unchecked Bridge Plans to County's CA and Caltrans for review and comment and shall include a structures item list and approximate quantities of structural items (estimate).

Consultant shall prepare and submit to County's CA written responses to all comments received from County's CA and Caltrans on the 30% Unchecked Bridge Plans.

Deliverables:

- 65% Unchecked Bridge Plans
- Structures Item List and Approximate Quantities of Structural Items (Estimate)
- Written Responses to Comments on the 30% Unchecked Bridge Plans

E3. 95% Checked Bridge Plans

Consultant shall address review comments from County and Caltrans on the 65% Unchecked Bridge Plans and provide the 95% Unchecked Bridge Plans to Consultant's subconsultant, DHA. DHA shall perform an independent check of the bridge design and approach retaining wall. DHA shall provide a registered civil engineer to prepare an independent set of calculations for the bridge and check the plans for adequacy, completeness and clarity.

Consultant shall prepare the 95% PS&E package, including the 95% Checked Bridge Plans, technical special provisions, quantities, structure estimate, and other associated submittal items required by the Office of Special Funded Projects (OSFP) guidelines. PS&E package shall also include written responses to all comments from County's CA and Caltrans in the 65% Unchecked Bridge Plans and written responses to DHA's comments on the 95% Unchecked Bridge Plans.

The technical special provisions shall be based upon Caltrans' current Standard Specifications and Standard Special Provisions, including any amendments thereto. The quantities and engineer's estimate shall adhere to Caltrans' standards and include all items of work.

Consultant shall submit the 95% PS&E package including the 95% Checked Bridge Plans to County's CA, Caltrans and DHA for review and comment, along with a structures item list and approximate quantities of structural items (estimate).

Deliverables:

- Independent Check (Subconsultant's Calculations and Plan Comments)
- 95% PS&E Package, Including Checked Bridge Plans, Technical Special Provisions, Quantities, and Structure Estimate
- Written Responses to Comments on the 65% Unchecked Bridge Plans and 95% Unchecked Bridge Plans

E4. 100% Final Bridge PS&E

Consultant shall address any review comments as needed on the 95% PS&E submittal. Consultant shall submit to County's CA and Caltrans the final, one-hundred percent (100%) PS&E package in accordance with the OSFP guidelines.

Consultant shall prepare and submit to County's CA written responses to all comments received from County's CA and Caltrans on the 95% PS&E.

Deliverables:

- 100% Final Bridge PS&E
- Written Responses to 95% PS&E Comments

ITEM OF WORK F – ENVIRONMENTAL PERMITTING

Consultant shall prepare permit applications and secure the following environmental permits for the Project. Consultant shall prepare the necessary exhibits, submit the permit applications and address comments from the resource permitting agencies, including resubmission as necessary, in order to obtain the following approved permits:

Central Valley Regional Water Quality Control Board (CVRWQCB)

Section 401 Water Quality Certification

Army Corps of Engineers (ACOE)

Section 404 Nationwide Linear Transportation Projects and Nationwide 13 Bank Stabilization

California Department of Fish and Game (CDFG)

Section 1602 Streambed Alteration Agreement

State Water Resources Control Board (SWRCB)

Section 402 Notice of Intent to Comply with the Clean Water Act for General Construction Activities

Consultant shall follow up in writing with each resource permitting agency and shall provide additional information as needed in order to complete the application process. If resubmission is necessary, Consultant shall ensure that resubmission for permits is made within three (3) weeks of receiving comments from the resource permitting agency.

In relation to the ACOE 404 permit, Consultant shall meet with the ACOE to obtain verification of the wetland delineation prepared for the environmental technical studies. In addition, Consultant shall consult with the ACOE to obtain re-verification of the existing Section 106 and Section 7 consultation documentation.

Consultant shall, in the performance of this Item of Work, participate in three (3) one (1) hour meetings as scheduled by County. County staff will prepare the meeting agendas and meeting minutes.

With the exception of the CDFG Section 1602 Streambed Alteration Agreement permit fee referenced in C1., Boring Site Coordination and Permitting, County will be responsible for the resource agency permitting fees. Consultant shall coordinate with County's CA to secure the required permitting fee for inclusion and submittal with the completed permit applications.

Deliverables:

- Submission of Applications for the Environmental Permits Listed in this Item of Work
- Written Responses to Permitting Agencies' Comments
- Resubmission of Permit(s), as necessary
- Approved Permits

OPTIONAL TASKS

If County determines it is necessary to proceed with an alternate design in lieu of the one described in this Base Scope of Work, the following services are anticipated to be needed and will be issued as Optional Tasks in the form of Task Orders, issued pursuant to the provisions of this Agreement:

Hydraulic Engineering:

Revisions to existing modeling and an updated Location Hydraulic Study.

Geotechnical Engineering:

Utilization of specialized equipment to access new boring locations.

Environmental Support Service:

Updates and revisions to five (5) existing environmental technical studies and an additional cultural Phase I analysis. Results of Phase I tests may require an advanced Phase II cultural research test and possibly a Phase III Data Recovery Plan. Based on the results of the technical studies and additional analyses, revisions to the CEQA and NEPA documents would be required.

Structure Design Engineering:

Updates to the bridge design and retaining walls.

Dokken Engineering

Exhibit B

Rate Schedule

**Bucks Bar Road at the North Fork Cosumnes River -
Bridge Rehabilitation Project (CIP No. 77116)**

DOKKEN ENGINEERING POSITIONS	Hourly Billing Rate
Project Manager	\$190.00
Senior Bridge Engineer	\$198.00
Geotechnical Engineer	\$177.00
Geologist	\$134.00
Quality Control Engineer	\$198.00
Associate Engineer	\$136.00
Senior Environmental Planner	\$167.00
Associate Environmental Planner	\$91.00
Assistant Environmental Planner	\$58.00
Senior Structural Technician	\$133.00
Assistant Engineer	\$89.00
Admin/Clerical	\$79.00
GIS Specialist	\$75.00

Travel, mileage, ordinary supplies and equipment charges are included in the above hourly billing rates. Other direct project charges will be billed at actual cost, including subconsultants and the other direct costs listed in Exhibit C, Cost Proposal.

Mileage reimbursement rates apply to subconsultants authorized in accordance with this Agreement. There shall be no subconsultant markup on any mileage expenses. Any reimbursements for mileage expenses for subconsultants will only be made if such expenses are included under Other Direct Costs in Exhibit D, marked, "Cost Proposal by Item of Work," or in the budget of an approved and fully executed Task Order issued pursuant to this Agreement.

Dokken Engineering

Exhibit C

Cost Proposal

Bucks Bar Road at the North Fork Cosumnes River -
Bridge Rehabilitation Project #77116

Base Scope of Work

DIRECT LABOR

<u>Classification</u>	<u>Name</u>	<u>Hours</u>	<u>Hourly Rate</u>	<u>Total</u>
Project Manager	Pamela Dalcin-Walling	197	\$190	\$37,430
Senior Bridge Engineer	Staff	105	\$198	\$20,790
Associate Engineer	Staff	404	\$136	\$54,944
GIS Specialist	Staff	0	\$75	\$0
Geotechnical Engineer	Staff	0	\$177	\$0
Geologist	Staff	2	\$134	\$268
Quality Control Engineer	Staff	62	\$198	\$12,276
Senior Environmental Planner	Staff	67	\$167	\$11,189
Associate Environmental Planner	Staff	436	\$91	\$39,676
Assistant Environmental Planner	Staff	24	\$58	\$1,392
Senior Structural Technician	Staff	408	\$133	\$54,264
Assistant Engineer	Staff	208	\$89	\$18,512
Admin/Clerical	Staff	62	\$79	\$4,898

Total Hours 1,975

Subtotal Direct Labor Costs \$ 255,639

TOTAL - Direct Labor \$ 255,639

OTHER DIRECT COSTS (ACTUAL COSTS)

	<u>Total</u>
• Chain Link Fence Modifications	\$1,800.00
• CDFG Section 1602 Agreement Fee	\$600.00

TOTAL - Other Direct Costs \$ 2,400

BASE SCOPE OF WORK TOTAL COST ESTIMATE - Dokken Engineering \$ 258,039

SUBCONSULTANTS

	<u>Total</u>
• WRECO	\$ 16,180
• Geocon Consultants, Inc.	\$ 89,888
• Drake, Haglan & Associates, Inc.	\$ 49,524

BASE SCOPE OF WORK TOTAL COST ESTIMATE - Subconsultants \$ 155,592

TOTAL PROPOSED BASE SCOPE OF WORK COST ESTIMATE \$ 413,631

Optional Tasks

TOTAL FOR OPTIONAL TASKS \$ 419,000

TOTAL PROPOSED BUDGET COST ESTIMATE \$ 832,631

Dokken Engineering
Exhibit D
Cost Proposal by Item of Work*

Bucks Bar Road at the North Fork Cosumnes River - Bridge Rehabilitation Project (CIP No. 77116)

Item of Work (IOW) Description	DOKKEN ENGINEERING													WRECO (UDBE)		GEOCON CONSULTANTS, INC. (GEOCON)		DRAKE, HAGLAN & ASSOCIATES, INC. (DHA)		GRAND TOTAL (OTHER DIRECT COSTS)	GRAND TOTAL (COST)			
	Project Manager	Senior Bridge Engineer	Geotechnical Engineer	Associate Engineer	GIS Specialist	Geologist	Quality Control Engineer	Senior Environmental Planner	Associate Environmental Planner	Assistant Environmental Planner	Senior Structural Technician	Assistant Engineer	Admin/Clerical	TOTAL DOKKEN HOURS	DOKKEN OTHER DIRECT COSTS	TOTAL DOKKEN COST	WRECO OTHER DIRECT COSTS	TOTAL WRECO COST	GEOCON OTHER DIRECT COSTS			TOTAL GEOCON COST	DHA OTHER DIRECT COSTS	TOTAL DHA COST
	\$190	\$198	\$177	\$136	\$75	\$134	\$198	\$167	\$91	\$58	\$133	\$89	\$79											
IOW A - PROJECT MANAGEMENT	120												30	150	\$ 25,170								\$25,170	
A1. Project Management	120												30	150	\$ 25,170								\$25,170	
IOW B - HYDRAULICS	8					4								12	\$ 2,312		\$16,180						\$18,492	
B1. Final Location Hydraulic Study	4													4	\$ 760		\$5,248						\$6,008	
B2. Bridge Hydraulic Design Report	4					4								8	\$ 1,552		\$10,932						\$12,484	
IOW C - GEOTECHNICAL	38	10		4		6	6	20	24	8	20	22	158	\$2,400	\$ 22,128			\$59,502	\$89,888				\$61,902	\$112,016
C1. Boring Site Coordination and Permitting	6						6	20	24		20	8	84	\$600	\$ 8,366			\$196	\$2,176				\$796	\$10,542
C2. Field Exploration	16	4		4						4		8	36	\$1,800	\$ 7,340			\$45,316	\$9,880				\$47,116	\$17,220
C3. Laboratory Testing										2		2	4		\$ 424			\$2,490	\$454				\$2,490	\$878
C4. Geotechnical Engineering Analysis																			\$4,384					\$4,384
C5. Report Preparation	8	6				6				2		2	24		\$ 4,320				\$8,024					\$12,344
C6. Geocon Project Management																			\$3,504					\$3,504
C7. Traffic Control and Access	8											2	10		\$ 1,678			\$11,500	\$1,964				\$11,500	\$3,642
IOW D - ENVIRONMENTAL	5	3				2	40	259				10	319		\$ 32,851									\$32,851
D1. Cultural Resources Record Search							10						10		\$ 1,670									\$1,670
D2. Supplemental Field Work (Biological, Cultural and Hazardous Waste)								22					22		\$ 2,002									\$2,002
D3. Impact Analysis Report and Exhibit Revisions	2						4	48					54		\$ 5,416									\$5,416
D4. Prepare Draft and Final IS/MND	3	3				2	20	150				10	188		\$ 19,212									\$19,212
D5. Prepare Notice of Determination (NOD), Draft National Environmental Policy Act (NEPA) CE, and Draft and Final Habitat Monitoring Plan							6	39					45		\$ 4,551									\$4,551
IOW E - STRUCTURE DESIGN	26	92		400		52				400	188		1,158		\$ 157,784							\$49,524	\$207,308	
E1. Type Selection and 30% Unchecked Bridge Plans	2	16		40		4				40	8		110		\$ 15,812									\$15,812
E2. 65% Unchecked Bridge Plans	8	40		240		24				200	100		612		\$ 82,332									\$82,332
E3. 95% Checked Bridge Plans	8	20		80		24				120	40		292		\$ 40,632							\$49,524	\$90,156	
E4. 100% Final Bridge PS&E	8	16		40						40	40		144		\$ 19,008									\$19,008
IOW F - ENVIRONMENTAL PERMITTING							21	157					178		\$ 17,794									\$17,794
Central Valley Regional Water Quality Control Board (CVRWQCB) Section 401 Water Quality Certification							2	34					36		\$ 3,428									\$3,428
Army Corps of Engineers (ACOE) Section 404 Nationwide Linear Transportation Projects and Nationwide 13 Bank Stabilization							15	65					80		\$ 8,420									\$8,420
California Department of Fish and Game (CDFG) Section 1602 Streambed Alteration Agreement							2	43					45		\$ 4,247									\$4,247
State Water Resources Control Board (SWRCB) Section 402 Notice of Intent to Comply with the Clean Water Act for General Construction Activities							2	15					17		\$ 1,699									\$1,699
TOTAL DOKKEN ENGINEERING HOURS	197	105		404		2	62	67	436	24	408	208	62	1,975										
TOTAL PROPOSED BASE SCOPE OF WORK COST ESTIMATE	\$37,430	\$20,790		\$54,944		\$268	\$12,276	\$11,189	\$39,676	\$1,392	\$54,264	\$18,512	\$4,898		\$2,400	\$ 258,039		\$16,180	\$59,502	\$89,888		\$49,524	\$61,902	\$413,631
OPTIONAL TASKS																								\$419,000
TOTAL PROPOSED BUDGET COST ESTIMATE																								\$832,631

*All amounts and their distribution among Items of Work and Other Direct Costs are estimates only. This Exhibit represents the composition of the total not-to-exceed budget for this Agreement. In the performance of the scope of services to be provided under this Agreement, Consultant may request to reallocate the amounts listed above (not including subconsultants) among the various Base Scope Items of Work and the Other Direct Costs estimate identified herein, subject to the Contract Administrator's written approval. In the performance of the scope of services to be provided under this Agreement, Consultant may request to reallocate the amounts listed above for its subconsultants among each individual subconsultant's Items of Work (Other Direct Costs and Cost), subject to the Contract Administrator's written approval. In no event shall the not-to-exceed amount of the Base Scope of Work (\$413,631.00) be exceeded, nor shall the amount allocated for Optional Tasks (\$419,000.00) be exceeded, nor shall the total not-to-exceed dollar amount of the Agreement (\$832,631.00) be exceeded.

Dokken Engineering

Exhibit E

CERTIFICATION OF CONSULTANT

I HEREBY CERTIFY that I am the President and duly authorized representative of the firm of Dokken Engineering whose address is 2365 Iron Point Road, Suite 200, Folsom, California 95630, and that, except as hereby expressly stated, neither I nor the above firm that I represent have:

(a) employed or retained for a commission, percentage, brokerage, contingent fee, or other consideration, any firm or person (other than a bona fide employee working solely for me or the above Consultant) to solicit or secure this Agreement; nor

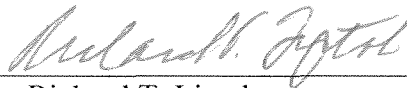
(b) agreed, as an express or implied condition for obtaining this Contract, to employ or retain the services of any firm or person in connection with carrying out the Agreement; nor

(c) paid, or agreed to pay, to any firm, organization or person (other than a bona fide employee working solely for me or the above Consultant) any fee, contribution, donation, or consideration of any kind, for or in connection with, procuring or carrying out this Agreement.

I acknowledge that this Certificate is to be made available to the California Department of Transportation (Caltrans) in connection with this Agreement involving participation of Federal-aid Highway funds, and is subject to applicable State and Federal laws, both criminal and civil.

2/3/12

(Date)



Richard T. Liptak
President

Dokken Engineering

Exhibit F


CERTIFICATION OF LOCAL AGENCY

I HEREBY CERTIFY that I am the Director of Transportation of the County of El Dorado, and that the consulting firm of Dokken Engineering or its representative has not been required (except as herein expressly stated), directly or indirectly, as an express or implied condition in connection with obtaining or carrying out this Agreement to:

- (a) employ, retain, agree to employ or retain, any firm or person; or
- (b) pay or agree to pay, to any firm, person or organization, any fee, contribution, donation, or consideration of any kind.

I acknowledge that this Certificate is to be made available to the California Department of Transportation (Caltrans) in connection with this Agreement involving participation of Federal-aid Highway funds, and is subject to applicable State and Federal laws, both criminal and civil.

1/31/12
(Date)



James W. Ware, P.E.
Director of Transportation

Dokken Engineering

Exhibit G

**INSTRUCTIONS - LOCAL AGENCY PROPOSER DBE INFORMATION
(CONSULTANT CONTRACTS) FORM (Revised 6/27/09)**

**TO SUCCESSFUL PROPOSER: EXCEPT AS NOTED BELOW FILL IN THE
INFORMATION ON THE DBE INFORMATION FORM AND SUBMIT FORM TO
COUNTY AS NOTED BELOW**

The form requires specific information regarding the consultant agreement: Local Agency, Location, Project Description, Total Contract Amount, and Successful Proposer's Name.

The form has a column for the Work Item Number and Description or Services to be Subcontracted to DBEs. The prime consultant shall indicate all work to be performed by DBEs including, if the prime consultant is a DBE, work performed by its own forces. The DBE shall provide a certification number to the prime consultant. Enter the DBE prime consultant, as applicable, and subconsultant certification numbers. The form has a column for the Name of Certified DBEs to perform the work (must be certified on the date the proposal is due and include DBE address and phone number).

Enter the Total Claimed DBE Participation dollar amount as the total of all items in the Dollar Amount of Each DBE column. (If 100% of item is not to be performed by the DBE, describe the exact portion of time to be performed by the DBE in this column.) See Notice to Proposers Disadvantaged Business Enterprise (DBE) Information to determine how to count the participation of DBE firms. Enter the Total % of DBE as a percentage of the total contract amount.

Local Agency Proposer DBE Information (Consultant Contracts) form must be signed and dated by the successful proposer and submitted within two days of completion of negotiations with the County on the final contract amount. Also list a phone number in the space provided and print the name of the person to contact.

For the successful proposer, local agencies should complete the Contract Number, Federal-aid Project Number, Federal share, and Contract Award Date fields and verify that all information is complete and accurate before signing and sending a copy of the form to the District Local Assistance Engineer within 15 days of agreement execution. Failure to submit a completed and accurate form within the 15-day time period may result in the de-obligation of funds on this project.

District DBE Coordinator should verify that all information is complete and accurate. Once the information has been verified, the District Local Assistance Engineer signs and dates the form.

FINAL REPORT - UTILIZATION OF DISADVANTAGED BUSINESS ENTERPRISES (DBE), FIRST-TIER SUBCONTRACTORS

CEM-2402F (REV 02/2008)

The form requires specific information regarding the construction project: Contract Number, County, Route, Post Miles, Federal Aid Project number, the Administering Agency, the Contract Completion Date and the Estimated Contract Amount. It requires the prime contractor's name and business address. The focus of the form is to describe who did what by contract item numbers and descriptions, asking for specific dollar values of item work completed broken down by subcontractors who performed the work, both DBE and non-DBE work forces. DBE prime contractors are required to show the date of work performed by their own forces along with the corresponding dollar value of work.

The form has a column to enter the Contract Item No. (or Item No's) and description of work performed or materials provided, as well as a column for the subcontractor name and business address. For those firms who are DBE, there is a column to enter their DBE Certification Number. The DBE should provide their Certification Number to the contractor and notify the contractor in writing with the date of the decertification if their status should change during the course of the project.

The form has six columns for the dollar value to be entered for the item work performed by the subcontractor.

The Non-DBE column is used to enter the dollar value of work performed for firms who are not certified DBE.

The decision of which column to be used for entering the DBE dollar value is based on what program(s) status the firm is certified. This program status is determined by the California Unified Certification Program by ethnicity, gender, ownership and control issues at time of certification. To confirm the certification status and program status, access the Department of Transportation Civil Rights website at <http://www.dot.ca.gov/hq/bep> or by calling (916) 324-1700 or the toll free number at (866) 810-6346.

Based on this DBE Program status, the following table depicts which column to use:

DBE Program Status	Column to be used
If program status shows DBE only with no other programs listed	DBE
If program status shows DBE, Black American	BA UDBE
If program status shows DBE, Asian-Pacific Islander	APA UDBE
If program status shows DBE, Native American	NA UDBE
If program status shows DBE, Woman	W UDBE

If a contractor performing work as a DBE on the project becomes decertified and still performs work after their decertification date, enter the total value performed by this contractor under the appropriate DBE identification column.

If a contractor performing work as a non-DBE on the project becomes certified as a DBE, enter the dollar value of all work performed after certification as a DBE under the appropriate identification column.

Enter the total of each of the six columns on Form CEM-2402(F).

Any changes to DBE certification must also be submitted on Form CEM-2403(F).

Enter the Date Work Completed as well as the Date of Final Payment (the date when the prime contractor made the "final payment" to the subcontractor for the portion of work listed as being completed).

The contractor and the resident engineer sign and date the form indicating that the information provided is complete and correct.

Dokken Engineering

Exhibit H

FAIR EMPLOYMENT PRACTICES ADDENDUM

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

2. Dokken Engineering, its contractor(s) and all subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Government Code Section 1290-0 et seq.), and the applicable regulations promulgated thereunder (California Code of Regulations, Title 2, Section 7285.0 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code, Section 12900(a-f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations are incorporated into this Agreement by reference and made a part hereof as if set forth in full. Each of Dokken Engineering's contractors and all subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreements, as appropriate.

3. Dokken Engineering shall include the nondiscrimination and compliance provisions of this clause in all contracts and subcontracts to perform work under this Agreement.

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

5. Remedies for Willful Violation:

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

(b) For willful violation of this Fair Employment Provision, County shall have the right to terminate this Agreement either in whole or in part, and any loss or damage sustained by County in securing the goods or services thereunder shall be borne and paid for by Dokken Engineering and by the surety under the performance bond, if any, and County may deduct from any moneys due or thereafter may become due to Dokken Engineering the difference between the price named in the Agreement and the actual cost thereof to County to cure Dokken Engineering's breach of this Agreement.

Dokken Engineering

Exhibit I

NONDISCRIMINATION ASSURANCES

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

More specifically, and without limiting the above general assurance, Dokken Engineering hereby gives the following specific assurances with respect to its Federal-aid Program:

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

2. That Dokken Engineering shall insert the following notification in all solicitations for proposals for work or material subject to the Regulations made in connection with the Federal-aid Program and, in adapted form, in all proposals for negotiated agreements:

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

3. That Dokken Engineering shall insert the clauses of Appendix A of this assurance in every agreement subject to the Act and the Regulations.

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

5. That where Dokken Engineering receives federal financial assistance to construct a facility, or part of a facility, the Assurance shall extend to the entire facility and facilities operated in connection therewith.

Dokken Engineering

Exhibit I

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

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

Appendix C;

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

Appendix D;

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

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

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

(b) The period during which Dokken Engineering retains ownership or possession of the property.

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

10. That Dokken Engineering agrees that County, the United States and the State of California have a right to seek judicial enforcement with regard to any matter arising under the Act, the Regulations, and this Assurance.

11. Dokken Engineering shall not discriminate on the basis of race, religion, age, disability, color, national origin or sex in the award and performance of any State assisted agreement or in the administration of County's DBE Program or the requirements of 49 CFR Part 26. Dokken Engineering shall take all necessary and reasonable steps under 49 CFR Part 26 to ensure nondiscrimination in the award and

Dokken Engineering

Exhibit I

administration of State assisted agreements. County's DBE Program Implementation Agreement is incorporated by reference in this Agreement. Implementation of this Program is a legal obligation and failure to carry out its terms shall be treated as a violation of this Agreement. Upon notification to County of its failure to carry out its approved DBE Program Implementation Agreement, State may impose sanctions as provided for under 49 CFR Part 26 and may, in appropriate cases, refer the matter for enforcement under 18 USC 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 USC 3801 et seq.).

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

Dokken Engineering
Appendix A to Exhibit I

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

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

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

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

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

(5) **Sanctions for Noncompliance:** In the event of Consultant's noncompliance with the nondiscrimination provisions of this Agreement, County shall impose such agreement sanctions as it, the State or the FHWA may determine to be appropriate, including, but not limited to:

- (a) withholding of payments to Consultant under the Agreement within a reasonable period of time, not to exceed 90 days; and/or
- (b) cancellation, termination or suspension of the Agreement, in whole or in part.

(6) **Incorporation of Provisions:** Consultant shall include the provisions of paragraphs (1) through (6) in every sub-agreement, including procurements of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto.

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

Dokken Engineering
Appendix B to Exhibit I
(NOT USED)

Dokken Engineering
Appendix C to Exhibit I
(NOT USED)

Dokken Engineering
Appendix D to Exhibit I

(NOT USED)

Dokken Engineering

Exhibit J

INSTRUCTIONS FOR COMPLETION OF SF-LLL, DISCLOSURE OF LOBBYING ACTIVITIES

This disclosure form shall be completed by the reporting entity, whether subawardee or prime Federal recipient, at the initiation or receipt of covered Federal action or a material change to previous filing pursuant to title 31 U.S.C. Section 1352. The filing of a form is required for such payment or agreement to make payment to lobbying entity 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 a covered Federal action. Attach a continuation sheet for additional information if the space on the form is inadequate. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence, the outcome of a covered Federal action.
2. Identify the status of the covered Federal action.
3. Identify the appropriate classification of this report. If this is a follow-up report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last, previously submitted report by this reporting entity for this covered Federal action.
4. Enter the full name, address, city, State and zip code of the reporting entity. Include Congressional District if known. Check the appropriate classification of the reporting entity that designates if it is or expects to be a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the first tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.
5. If the organization filing the report in Item 4 checks "Subawardee" then enter the full name, address, city, State and zip code of the prime Federal recipient. Include Congressional District, if known.
6. Enter the name of the Federal agency making the award or loan commitment. Include at least one organization level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans and loan commitments.
8. Enter the most appropriate Federal identifying number available for the Federal action identification in item 1 (e.g., Request for Proposal (RFP) number, Invitation for Bid (IFB) number, grant announcement number, the contract, grant, or loan award number, the application/proposal control number assigned by the Federal agency). Include prefixes, e.g., "RFP-DE-90-001."
9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitments for the prime entity identified in item 4 or 5.
10. (a) Enter the full name, address, city, State and zip code of the lobbying entity engaged by the reporting entity identified in item 4 to influenced the covered Federal action.
(b) Enter the full names of the individual(s) performing services and include full address if different from 10 (a). Enter Last Name, First Name and Middle Initial (MI).
11. Enter the amount of compensation paid or reasonably expected to be paid by the reporting entity (item 4) to the lobbying entity (item 10). Indicate whether the payment has been made (actual) or will be made (planned). Check all boxes that apply. If this is a material change report, enter the cumulative amount of payment made or planned to be made.
12. Check the appropriate box(es). Check all boxes that apply. If payment is made through an in-kind contribution, specify the nature and value of the in-kind payment.
13. Check the appropriate box(es). Check all boxes that apply. If other, specify nature.
14. Provide a specific and detailed description of the services that the lobbyist has performed or will be expected to perform and the date(s) of any services rendered. Include all preparatory and related activity not just time spent in actual contact with Federal officials. Identify the Federal officer(s) or employee(s) contacted or the officer(s) employee(s) or Member(s) of Congress that were contacted.
15. Check whether or not a continuation sheet(s) is attached.
16. The certifying official shall sign and date the form, print his/her name title and telephone number.

Public reporting burden for this collection of information is estimated to average 30 minutes per response, including time for reviewing instruction, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, D.C. 20503.