Contract #: 156-S0711 Amendment I

# CONTRACT ROUTING SHEET

**Date Prepared:** 5/2/07

**Need Date:**

**PROCESSING DEPARTMENT:**

Department: CAO/Proc. & Contracts
Dept. Contact: Dan Lynch
Phone #: 5180
Department Head Signature: Bonnie H. Rich

**CONTRACTOR:**

Name: Dokken Engineering
Address: 2356 Iron Point Road, Suite 200
Folsom, CA 95630
Phone: 530-295-1080

**CONTRACTING DEPARTMENT:** Developmental Services Department
Service Requested: Plan review for commercial grading "as requested"
Contract Term: One (1) Year Contract Value: $60,000.00
Compliance with Human Resources requirements? Yes: No:
Compliance verified by:

**COUNTY COUNSEL:** (Must approve all contracts and MOU's)
Approved: X Disapproved: Date: 5/1/07 By:
Approved: Disapproved: Date: By:

ASSIGNMENT
DATE 05/24/2007
ATTORNEY Renee Tronsen
DEPT./INDEX NO. 02/100
BY: RC

PLEASE FORWARD TO RISK MANAGEMENT. THANKS!

**RISK MANAGEMENT:** (All contracts and MOU's except boilerplate grant funding agreements)
Approved: ✓ Disapproved: Date: 5/10/07 By:
Approved: Disapproved: Date: By:

**OTHER APPROVAL:** (Specify department(s) participating or directly affected by this contract).
Departments:
Approved: Disapproved: Date: By:
Approved: Disapproved: Date: By:

MAY -9 PM 2:35

# ORIGINAL

AGREEMENT FOR SERVICES #156-S0711
AMENDMENT I

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This Amendment I to that Agreement for Services #156-S0711, 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 California Corporation, duly qualified to conduct business in the State of California, whose principal place of business is 2365 Iron Point Drive, Suite 200, Folsom, CA 95630; (hereinafter referred to as "Consultant");

**W I T N E S S E T H**

**WHEREAS**, Consultant has been engaged by County to provide plan review services on an "as requested" basis as necessary for project development for the Developmental Services Department, in accordance with Agreement for Services #156-S0711, dated August 22, 2006, incorporated herein and made by reference a part hereof; and

**WHEREAS**, the parties hereto have mutually agreed to extend the term of said Agreement for one (1) additional year and increase the compensation by $60,000.00, hereby amending **ARTICLE II – Term** and **ARTICLE III – Compensation for Services**; and

**WHEREAS,** the parties hereto have mutually agreed to amend **ARTICLE X – Notice to Parties** and **ARTICLE XVII – Administrator**; and

**WHEREAS**, the parties hereto have mutually agreed to add **ARTICLE XXIV – County Business License**.

**NOW THEREFORE**, the parties do hereby agree that Agreement for Services #156-S0711 shall be amended a first time as follows:

**ARTICLE II**
**Term:** This Agreement shall become effective upon execution by both parties hereto and shall cover the period of August 22, 2006 through August 21, 2008.

**ARTICLE III**
**Compensation for Services:** For services provided herein, County agrees to pay Consultant monthly in arrears. Payment shall be made within thirty (30) days following the County's receipt and approval of invoice(s) identifying 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. Travel and/or mileage expenses, if applicable, shall be made in accordance with Exhibit "C", marked "Board of Supervisors Policy D-1", incorporated herein and made by reference a part hereof.

The total amount of this Agreement shall not exceed $90,000.00, inclusive of all expenses.

**ARTICLE X**
**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 addressed as follows:

COUNTY OF EL DORADO
DEVELOPMENTAL SERVICES DEPARTMENT
2850 FAIRLANE COURT
PLACERVILLE, CA 95667
ATTN: LARRY LOHMAN, BUILDING OFFICIAL

or to such other location as the County directs.

Notices to Consultant shall be addressed as follows:

DOKKEN ENGINEERING
2365 IRON POINT ROAD, SUITE 200
FOLSOM, CA 95630
ATTN: RICHARD T. LIPTAK, PRESIDENT

or to such other location as the Consultant directs.

**ARTICLE XVII**
**Administrator**: The County Officer or employee with responsibility for administering this Agreement is Larry Lohman, Building Official, Developmental Services Department, or successor.

**ARTICLE XXIV**

**County Business License:** 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 Code Section 5.08.070.

Except as herein amended, all other parts and sections of that Agreement #156-S0711 shall remain unchanged and in full force and effect.

**Requesting Contract Administrator Concurrence**:

By: _____ Dated: 6/7/07
Larry Lohman, Building Official
Developmental Services Department

**Requesting Department Head Concurrence**:

By: _____ Dated: 6-7-07
Gregory L. Fuz, Director
Developmental Services Department

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**IN WITNESS WHEREOF**, the parties hereto have executed this First Amendment to that Agreement for Services #156-S0711 on the dates indicated below, the latest of which shall be deemed to be the effective date of this Amendment.

**--- C O U N T Y  O F  E L  D O R A D O ---**

Dated: _____

By: _____
Chairman
Board of Supervisors
"County"

ATTEST:
Cindy Keck, Clerk
of the Board of Supervisors

By: _____ Date: _____
Deputy Clerk

**- - C O N S U L T A N T - -**

Dated: 6/27/07

DOKKEN ENGINEERING
A CALIFORNIA CORPORATION

By: _____
Richard T. Liptak, President
"Consultant"

By: _____
Corporate Secretary

Dated: 6/27/07

DJL

156-S0711, AMD I

COPY

[redacted]

AGREEMENT FOR SERVICES #156-S0711

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**THIS AGREEMENT** made and entered 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 California Corporation, duly qualified to conduct business in the State of California, whose principal place of business is 2365 Iron Point Road, Suite 200, Folsom, CA 95630; (hereinafter referred to as "Consultant");

**WITNESSETH**

**WHEREAS**, County has determined that it is necessary to obtain a Consultant to provide plan review services on an "as requested" basis as necessary for project development for the Development Services Department; and

**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; and

**WHEREAS**, it is the intent of the parties hereto that such services be in conformity with all applicable federal, state and local laws; and

**WHEREAS**, County has determined that the provision of these services provided by Consultant is in the public's best interest, and that these services are more economically and feasibly performed by outside independent consultants as well as authorized by El Dorado County Charter, Section 210 (b) (6) and/or Government Code 31000;

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

## ARTICLE I

**Scope of Services:** Consultant agrees to furnish personnel and services necessary to assist the Development Services Department on an "as requested" basis with plan review services for commercial grading. Services shall include, but not be limited to those specified in Exhibit "A", marked "Request for Cost Proposal and Scope of Services" and Exhibit "A-1", marked "Statement of Qualifications", incorporated herein and made by reference a part hereof. Specific task order shall be provided in writing on an "as needed" basis by the contract administrator or designee. No work shall be authorized unless pursuant to a written task order. Each task order shall clearly define the work to be performed and the timeframe in which the work shall be completed.

## ARTICLE II

**Term:** This Agreement shall become effective upon final execution by both parties hereto and shall expire one (1) year from date thereof.

## ARTICLE III

**Compensation for Services:** For services provided herein, County agrees to pay Consultant monthly in arrears. Payment shall be made within thirty (30) days following the County's receipt and approval of invoice(s) identifying 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. Travel and/or mileage expenses, if applicable, shall be made in accordance with Exhibit "C", marked "Board of Supervisors Policy D-1", incorporated herein and made by reference a part hereof.

The total amount of this Agreement shall not exceed $30,000.00, inclusive of all expenses.

## ARTICLE IV

**Changes to Agreement:** This Agreement may be amended by mutual consent of the parties hereto. Said amendments shall become effective only when in writing and fully executed by duly authorized officers of the parties hereto.

## ARTICLE V

**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 term hereof.

## ARTICLE VI

**Confidentiality:** Consultant shall maintain the confidentiality and privileged nature of all records 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 employees and representatives, shall not use or disclose, directly or indirectly at any time, any said confidential information, other than to the County Development Services Department for the purpose of, and in the performance of the Agreement. This confidentiality agreement shall survive after the expiration or termination of this Agreement.

## ARTICLE VII

**Ownership of Data:** Upon completion or earlier termination of all services under this Agreement, ownership and title to all reports, documents, plans, maps, specifications, and estimates, etc., produced as part of this Agreement will automatically be vested in the County and no further agreement will be necessary to transfer ownership to the County. The Consultant shall furnish the County all necessary copies of data needed to complete the review and approval process of the project.

## ARTICLE VIII

**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.

## ARTICLE IX

**Independent Consultant/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 terms of this Agreement. Consultant exclusively assumes responsibility for acts of its employees, associates, and subcontractors, if any are authorized herein, 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 and shall be liable for its own negligence and negligent acts of its employees. 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.

## ARTICLE X

**Fiscal Considerations:** The parties to this Agreement recognize and acknowledge that County is a political subdivision of the State of California. As such, El Dorado 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 fiscal 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 the County, this Agreement may be deemed to be canceled in its entirety subject to payment for services performed prior to cancellation.

**ARTICLE XI**
**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 on 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. 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.

B. Bankruptcy: This Agreement, at the option of the 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 in whole or in part upon seven (7) calendar days written notice by County without cause. 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 total amount of the contract. 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.

**ARTICLE XII**

**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 addressed as follows:

COUNTY OF EL DORADO
DEVELOPMENT SERVICES DEPARTMENT
2850 FAIRLANE COURT
PLACERVILLE, CA 95667
ATTN: LARRY S. LOHMAN, DEPUTY DIRECTOR – BUILDING OFFICIAL

With a copy to:

COUNTY OF EL DORADO
DEVELOPMENT SERVICES DEPARTMENT
2850 FAIRLANE COURT
PLACERVILLE, CA 95667
ATTN: MARIANNE OLIPHANT, DEPUTY DIRECTOR – ADMINISTRATION

or to such other location as the County directs.

Notices to Consultant shall be addressed as follows:

DOKKEN ENGINEERING
2365 IRON POINT ROAD, SUITE 200
FOLSOM, CA 95630
ATTN: ROBERT LAWRENCE, PE

or to such other location as the Consultant directs.

**ARTICLE XIII**

**Indemnity:** The Consultant shall defend, indemnify, and hold the County harmless against and from any and all claims, suits, losses, damages and liability for damages of every name, kind and description, including attorneys fees and costs incurred, brought for, or on account of, injuries to or death of any person, including but not limited to workers, County employees, and the public, or damage to property, or any economic or consequential losses, which are claimed to or in any way arise out of or are connected with the Consultant's services, operations, or performance hereunder, regardless of the existence or degree of fault or negligence on the part of the County, the Consultant, subcontractor(s) and employee(s) of any of these, except for the sole, or active negligence of the County, its officers and employees, or as expressly prescribed by statute. This duty of Consultant to indemnify and save County harmless includes the duties to defend set forth in California Civil Code Section 2778.

## ARTICLE XIV

**Insurance:** Consultant shall provide proof of a policy of insurance satisfactory to the El Dorado County Risk Manager 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 $1,000,000.00 combined single limit per occurrence for bodily injury and property damage.

C. Automobile Liability Insurance of not less than $1,000,000.00 is required in the event motor vehicles are used by the Consultant in the performance of the Agreement.

D. In the event Consultant is a licensed professional, and is performing professional services under this Agreement, professional liability (for example, malpractice insurance) is required with a limit of liability of not less than $1,000,000.00 per occurrence. For the purposes of this Agreement, professional liability is required.

E. Consultant shall furnish a certificate of insurance satisfactory to the El Dorado County Risk Manager as evidence that the insurance required above is being maintained.

F. The insurance will be issued by an insurance company acceptable to the 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 above 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 Agreement, Consultant agrees to provide at least thirty (30) days prior to said expiration date, a new certificate of insurance evidencing insurance coverage as provided for herein for not less than the remainder of the term of the Agreement, or for a period of not less than one (1) year. New certificates of insurance are subject to the approval of the Risk Management Division and Consultant agrees that no work or services shall be performed prior to the giving of such approval. In the event the 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 Agreement upon the occurrence of such event.

H. The certificate of insurance must include the following provisions stating that:

1. The insurer will not cancel the insured's coverage without thirty (30) days 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 the general liability policy.

I. The Consultant's insurance coverage shall be primary insurance as respects the County, its officers, officials, employees and volunteers. Any insurance or self-insurance maintained by the County, its officers, officials, employees or volunteers shall be excess of the Consultant's insurance and shall not contribute with it.

J. Any deductibles or self-insured retentions must be declared to and approved by the County, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the County, its officers, officials, employees, and volunteers; or the 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 the 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 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. Certificate of insurance shall meet such additional standards as may be determined by the contracting County Department either independently or in consultation with the Risk Management Division, as essential for the protection of the County.

## ARTICLE XV

**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 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 XVI

**Interest of Consultant:** Consultant covenants that Consultant presently has no personal interest or financial interest, and shall not acquire 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.

**ARTICLE XVII**

**California Residency (Form 590):** All independent Consultants providing services to the 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. The Consultant will be required to submit a Form 590 prior to execution of an Agreement or County shall withhold seven (7) percent of each payment made to the Consultant during term of the Agreement. This requirement applies to any agreement/contract exceeding $1,500.00.

**ARTICLE XVIII**

**Taxpayer Identification Number (Form W-9):** All independent Consultants or corporations providing services to the County must file a Department of the Treasury Internal Revenue Service Form W-9, certifying their Taxpayer Identification Number.

**ARTICLE XIX**

**Administrator:** The County Officer or employee with responsibility for administering this Agreement is Larry S. Lohman, Deputy Director of Development Services, Building Official, or successor.

**ARTICLE XX**

**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 to the obligations set forth herein.

**ARTICLE XXI**

**Partial Invalidity:** If any provision of this 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 XXII**

**Venue:** 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 XXIII**

**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.

**REQUESTING CONTRACT ADMINISTRATOR CONCURRENCE:**

**By:** _____ **Dated:** 8/2/06
**Larry S. Lohman**
**Deputy Director of Development Services**
**Building Official**

**REQUESTING DEPARTMENT HEAD CONCURRENCE:**

**By:** _____ **Dated:** 8-2-06
**Gregory L. Fuz, Director**
**Development Services Department**

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**IN WITNESS WHEREOF**, the parties hereto have executed this Agreement the day and year first below written.

**--COUNTY OF EL DORADO--**

**Dated:** 8/22/06

**By:** James R. Sweeney
**JAMES R. SWEENEY** **Chairman**
**Board of Supervisors**
**"County"**

**ATTEST:**
**Cindy Keck, Clerk**
**of the Board of Supervisors**

**By:** Kathryn Tyler **Date:** 8/22/06
**Deputy Clerk**

**--CONSULTANT--**

**Dated:** 8/7/06

**DOKKEN ENGINEERING**
**A CALIFORNIA CORPORATION**

**By:** Michael P. Jottich
**President**
**"Consultant"**

**By:** Cathy Chan
**Corporate Secretary**

**Dated:** 8/7/2006

PJC

156-S0711

# Exhibit "A"

# Request for Cost Proposal

# &

# Scope of Services

# EXHIBIT A

# El Dorado County Development Services Department
## REQUEST FOR COST PROPOSAL
## for
## PLAN REVIEW AND/OR INSPECTION SERVICES

### SCOPE OF SERVICES

**Plan Review:** Contractor will perform reviews of plans, specifications, designs, and applicable documents required for grading permits for single family, multi-family, and non-residential (commercial) projects. As-built documents shall be approved by the Contractor and returned to the County prior to final inspection. The work shall be done under the direction of a California licensed civil engineer and culminate with a contractor approval stamp (not an engineer's seal) wet-signed and dated on all drawing pages and the cover page of all other documents. This work shall be done per the delineated standards listed herein.

**Inspections:** Contractor will perform site inspections at significant construction stages for verification of general conformance to the approved plans, specifications, designs, and applicable documents required for single family, multi-family, and non-residential (commercial) grading permits. The work shall be done under the direction of a California licensed civil engineer and culminate with a Contractor final inspection written approval. This work shall be done per the delineated standards listed herein.

**Technical Support:** When mutually agreed between the County and Contractor as vital to project success, Contractor will attend pre-construction, pre-design meetings, and make field visits to provide support on an as-needed basis. This work shall be done per the delineated standards listed herein.

**Plan Check, Inspections, and Technical Support Standards:**

1. The edition in effect as of the date of permit application of the El Dorado County Department of Transportation Development Services Policies & Procedures Manual Volumes 1 through 3 which includes, but, is not limited to: County Drainage Manual, Design and Improvement Standards Manual, and the Grading, Erosion and Sediment Control Ordinance
2. Accessibility per California's Title 24 and federal ADA
3. County Storm Water Management Plan(SWMP)
4. Current California Building Code and SRA Fire Safe Regulations
5. These standards shall be the most current and shall not supercede or preempt any applicable local, state, or federal law or regulation. If conflicts occur, the most restrictive shall apply.

**Comment Lists and Pick-up/Delivery:** If plan review, inspection, and/or technical support activities identify Standards requirement violations, a typed list of comments shall be produced identifying the applicable section violated and referencing the specific details, drawings, designs, specifications, or applicable documents.

Contractor will transport all documents and comments to County in person, via FAX, via email and/or reliable overland carrier. Overnight delivery is to be available at no extra cost. Depending on the County's preference, Contractor will provide comments and perform rechecks directly with: (1) the County, or (2) the Applicant/Designer. All approved documents shall be returned to the County after the process is completed.

# SCHEDULE OF FEES AND CHARGES

All fees and charges will remain in effect for the duration of the contract term. Any changes must be made by amendment to the contract approved by Contractor and County. All fees are for standard plan review and inspection services.

## Personnel Charges:

Hourly Billing Rates
- Plan Review Engineer
- Plan Reviewer
- Inspector
- Support Services
- Overtime Services

Miscellaneous Charges or Other Fees

# Exhibit "A-1"

# Statement of Qualifications

EXHIBIT A-1

# Statement of Qualifications

Dokken Engineering is a full-service engineering company which is capable of providing El Dorado County Development Services Department with excellent plan check review and site inspection services.

**Plan Check and Review:**
Dokken Engineering, over the last four years, has provided and continues to provide El Dorado County Department of Transportation (DOT) with plan review services. DOT originally had Dokken Engineering review retaining structures but since then has added site grading and traffic signal reviews due to our excellent service and in-house expertise in those areas. We are confident that we will provide El Dorado County Development Services Department with the same level of expertise and service we already provide El Dorado County DOT on their plan check.

Dokken Engineering will also be providing interim plan check services to El Dorado County Development Services Department starting July 1st and continuing until El Dorado County Development Services Department has awarded their On-Call Plan Check Review Contract. We were highly recommended to Development Services from DOT due to our excellent past performance and willingness to "do whatever is required" to accommodate the County. Dokken Engineering considers ourselves an extension of the County and approaches all work assigned with that attitude.

**Inspection Services:**
Dokken Engineering maintains a staff of seasoned Construction Inspectors who are more than capable of providing Inspection Services to the Development Services Department. All of our Assistant Engineers have spent time performing construction inspection for both public and private improvements. Many of our engineering interns are year-round employees who work full time during the summer months and part time through the school year. These young individuals are bright, self-motivated, and diligent. They will provide excellent site inspection for the Development Services Department and can be called upon on very short notice.

**Technical Support:**
Dokken Engineering has the in-house capabilities to provide technical support on foundations, site grading, slope stability, groundwater and site water control, building structures, and construction management. We currently have two licensed Structural Engineers on staff as well as 14 licensed Civil Engineers.

Dokken Engineering is completely confident that we can provide technical support for any project which Development Services requires.

**Personnel Charges:**
Dokken Engineering will bill out the job classifications in the following manner:

- Plan Review Engineer will be either a Senior Engineer or an Associate Engineer
- Plan Reviewer will be an Assistant Engineer
- Inspector will be either an Assistant Engineer or an Engineering Technician
- Support Services will be Administrative/Clerical
- Overtime Services will not be used.

Please refer to our rate sheet for the rates associated with the respective job titles.

All reviews will be negotiated prior to the start of work and will be billed out at as "hourly not to exceed". Turnaround times for reviews will be ten (10) business days from "Notice to Proceed".

# Exhibit "B"

# Rate Schedule

EXHIBIT B

# RATE SCHEDULE

*Effective June 1, 2006 through May 31, 2007*

Professional and supporting staff services will be billed at the following hourly rates:

| | |
|---|---|
| Principal | $180.00 - $220.00 |
| Project Manager | $140.00 - $180.00 |
| Senior Engineer | $130.00 - $150.00 |
| Associate Engineer | $100.00 - $130.00 |
| Environmental Specialist | $110.00 - $130.00 |
| CAD/Detailer | $85.00 - $140.00 |
| Assistant Engineer | $80.00 - $95.00 |
| Engineering Technician | $55.00 - $85.00 |
| Administrative/Clerical | $45.00 - $125.00 |

Ordinary supplies and equipment are included in the above hourly rates. The following are considered items of special charge and their costs will be added at the following rates:

| | |
|---|---|
| Mileage | $0.40/mile |
| Travel Expenses | Actual Cost |
| Per Diem | $138.00/day |
| Outside Reproduction | Actual Cost |

Richard T. Liptak
President

# Exhibit "C"

# Board of Supervisor's Policy #D-1 – Travel

EXHIBIT "C"

# COUNTY OF EL DORADO, CALIFORNIA
# BOARD OF SUPERVISORS POLICY

| Subject: | Policy Number | Page Number: |
|---|---|---|
| TRAVEL | D-1 | 1 of 14 |
| | Date Adopted: 12/22/1987 | Revised Date: 05/25/1999 |

BACKGROUND:

This policy applies to County officers and employees as well as members of boards and commissions required to travel in or out of county for the conduct of County business. This policy also provides for expenses of public employees from other jurisdictions when specifically referenced in policy provisions set forth below.

For ease of reference, the Travel Policy is presented in the following sections:

1. General Policy
2. Approvals Required
3. Travel Participants and Number
4. Mode of Transport
5. Reimbursement Rates
   a. Maximum Rate Policy
   b. Private Auto
   c. Meals
   d. Lodging
   e. Other
6. Advance Payments
7. Compliance – Responsibility of Claimant
8. Procedures

POLICY:

1. General Policy

   a. County officers and employees should not suffer any undue loss when required to travel on official County business, nor should said individuals gain any undue benefit from such travel.

   b. County officers or employees compelled to travel in the performance of their duties and in the service of the County shall be reimbursed for their actual and necessary expenses for transportation, parking, tolls, and other reasonable incidental costs, and shall be reimbursed within maximum rate limits established by the Board of Supervisors for lodging, meals, and private auto use. "Actual and necessary expenses" do not include alcoholic beverages.

   c. Travel arrangements should be as economical as practical considering the travel purpose, traveler, time frame available to accomplish the travel mission, available transportation and facilities, and time away from other duties.

   d. Employees must obtain prior authorization for travel, i.e., obtain approvals before incurring costs and before commencing travel.

   e. Receipts are required for reimbursement of lodging costs, registration fees, public transportation and for other expenses as specified, or as may be required by the County Auditor-Controller.

f. Requests for travel authorization and reimbursement shall be processed using forms specified by the County Auditor and Chief Administrative Office.

g. The Chief Administrative Officer may, at his or her sole discretion, authorize an exception to requirements set forth in this Travel policy, based on extenuating circumstances presented by the appropriate, responsible department head. Any exception granted by the Chief Administrative Office is to be applied on a case-by-case basis and does not set precedent for future policy unless it has been formally adopted by the Board of Supervisors.

2. Approvals Required

a. Department head approval is required for all travel except by members of the County Board of Supervisors. Department heads may delegate approval authority when such specific delegation is approved by the Chief Administrative Officer. However, it is the expectation of the Chief Administrative Officer that department heads take responsibility for review and approval of travel.

b. Chief Administrative Office approval is required when travel involves any of the following:

(1) Transportation by common carrier (except BART), e.g., air, train, bus.

(2) Car rental.

(3) Out-of-county overnight travel.

(4) Members of boards or commissions, or non-county personnel.

(5) Any exceptions required for provisions within this policy, e.g., travel requests not processed prior to travel, requests exceeding expense guidelines or maximums.

c. It remains the discretion of the Chief Administrative Officer as to whether or not costs of travel which were not authorized in advance will be reimbursed, and whether or not exceptional costs will be reimbursed.

3. Travel Participants and Number

a. Department heads and assistants should not attend the same out-of-county conference; however, where mitigating circumstances exist, travel requests should be simultaneously submitted to the Chief Administrative Office with a justification memorandum.

b. The number of travel participants for each out-of-county event, in most instances, should be limited to one or two staff members, and those individuals should be responsible for sharing information with other interested parties upon return.

c. If out-of-county travel involves training or meetings of such technical nature that broader representation would be in the best interest of the County, the department head may submit a memo explaining the situation to the Chief Administrative Office, attached to travel requests, requesting authorization for a group of travelers.

d. Board of Supervisors members shall be governed by the same policies governing County employees except for the following:

(1) A member of the Board of Supervisors requires NO specific authorization.

(2) The following expenses incurred by a member of the Board of Supervisors constitute a County charge:

(a) Actual expenses for meetings and personal travel, necessarily incurred in the conduct of County Business. This includes but is not limited to mileage incurred while traveling to and from the Board members' residence and the location of the chambers of the Board of Supervisors while going to or returning from meetings of the Board of Supervisors.

e. Non-County personnel travel expenses are not normally provided for since only costs incurred by and for county officers and employees on county business are reimbursable. However, reimbursement is allowable for county officers (elected officials and appointed department heads) and employees who have incurred expenses for non-county staff in the following circumstances.

(1) Meals for persons participating on a Human Resources interview panel when deemed appropriate by the Director of Human Resources.

(2) Conferences between County officials and consultants, experts, and public officials other than officers of El Dorado County, which are for

the purpose of discussing important issues related to County business and policies.

(3) Transportation expenses for a group of County officers and employees and their consultants, and experts on a field trip to gain information necessary to the conduct of County business.

(4) Lodging expenses for non-county personnel are NOT reimbursable except when special circumstances are noted and approved in advance by the Chief Administrative Office. Otherwise, such expenses must be part of a service contract in order to be paid.

4. Mode of Transport

a. Transportation shall be by the least expensive and/or most reasonable means available.

b. Private auto reimbursement may be authorized by the department head for county business travel within county and out of county. Reimbursement shall not be authorized for commuting to and from the employee's residence and the employee's main assigned work site, unless required by an executed Memorandum of Understanding between the County and a representing labor organization, or one-time, special circumstances approved by a department head.

c. Out of county travel by county vehicle or private vehicle may be authorized if the final destination of the trip does not exceed a four (4) hour driving distance from the County offices. Any exception to this policy must receive

prior approval from the Chief Administrative Officer. If air travel would be more economical, but the employee prefers to drive even though travel by car would not be in the County's best interest, the County will reimburse transportation equal to the air travel; transportation costs over and above that amount, as well as any extra days of lodging and meals, etc., will be considered a personal, not reimbursable cost of the traveler.

d. Common carrier travel must be in "Coach" class unless otherwise specifically authorized in advance by the Chief Administrative Officer. Generally, any costs over and above coach class shall be considered a personal, not reimbursable expense of the traveler.

(1) Rental cars may be used as part of a trip using public transportation if use of a rental car provides the most economical and practical means of travel. The use of a rental car must be noted on the Travel Authorization in advance and authorized by the Department Head and Chief Administrative Officer. Justification for the use of the rental car must accompany that request. Rental car costs will not be reimbursed without prior authorization except in the case of emergencies. Exceptions may be granted at the sole discretion of the Chief Administrative Officer or designated CAO staff.

5. Reimbursement Rates

a. Maximum rates for reimbursement may not be exceeded unless due to special circumstances documented by the department head and approved by the Chief Administrative Officer. The amount of any reimbursement

above the maximum shall be at the sole discretion of the Chief Administrative Officer.

b. Private Auto

Travel by private auto in the performance of "official County business" shall be reimbursed at the Federal rate as determined by the Internal Revenue Service.

Mileage for travel shall be computed from the employee's designated work place. If travel begins from the employee's residence, mileage shall be calculated from the residence or work place, whichever is less. (For example, an employee who lives in Cameron Park and drives to a meeting in Sacramento, leaving from the residence will be paid for mileage from the residence to Sacramento and back to the residence.)

The mileage reimbursement rate represents full reimbursement, excluding snow chain installation and removal fee, for expenses incurred by a County officer or employee (e.g., fuel, normal wear and tear, insurance, etc.) during the use of a personal vehicle in the course of service to El Dorado County.

c. Meals

Actual meal expenses, within maximum allowable rates set forth below, may be reimbursed routinely out-of-county travel, and for in-county overnight travel. Meals will not be provided for in-county travel or meetings which do not involve overnight lodging, unless special circumstances are involved such as the following:

(1) When meals are approved as part of a program for special training sessions, conferences, and workshops;

(2) when employees traveling from the western slope of the county to Lake Tahoe and vice-versa are required to spend the entire work day at that location;

(3) when the Director of Human Resources deems it appropriate to provide meals to a Human Resources interview panel;

(4) when Senior Managers and/or Executives of El Dorado County or the El Dorado County Water Agency meet with executives of other governmental agencies, community organizations, or private companies in a breakfast, lunch or dinner setting in order to conduct County business. While such meetings are discouraged unless absolutely necessary to the efficient conduct of County or Water Agency business, such expenses for County managers require approval by the Chief Administrative Officer.

Actual costs of meals may be reimbursed up to a total of $40 per day without regard to how much is spent on individual meals (e.g., breakfast, lunch, dinner, snacks), and without receipts. If an employee is on travel status for less than a full day, costs may be reimbursed for individual meals within the rates shown below.

Breakfasts may be reimbursed only if an employee's travel consists of at least 2 hours in duration before an employee's regular work hours. Dinner

may be reimbursed if travel consists of at least 2 hours in duration after an employee's regular work hours.

**Maximum Allowable Meal Reimbursement**

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|---|---|
| Breakfast | $8.00 |
| Lunch | $12.00 |
| Dinner | $20.00 |
| Total for full day | $40.00/day |

d. Lodging

(1) Lodging within county may be authorized by a department head if assigned activities require an employee to spend one or more nights in an area of the county which is distant from their place of residence (e.g., western slope employee assigned to 2-day activity in South Lake Tahoe).

(2) Lodging may be reimbursed up to $125 per night, plus tax, single occupancy. The Chief Administrative Office may approve extraordinary costs above these limits on a case by case basis when the responsible department head and Chief Administrative Office determine that higher cost is unavoidable, or is in the best interest of the County.

(3) Single rates shall prevail except when the room is occupied by more than one County employee. However, nothing in this policy shall be construed to require employees to share sleeping accommodations

while traveling on County business. In all travel, employees are expected to secure overnight accommodations as economically as possible and practical.

(4) Lodging arrangements should be made, whenever possible and practicable, at hotels/motels which offer a government discount, will waive charges to counties for Transient Occupancy Tax, or at which the County has established an account. When staying at such a facility, the name of the employee and the department must appear on the receipt of the hotel/motel bill.

e. Other Expenses

All other reasonable and necessary expenses (i.e., parking, shuttle, taxi, etc.) will be reimbursed at cost if a receipt is submitted with the claim. Receipts are required except for those charges where receipts are not customarily issued, for example, bridge tolls and snow chain installation and removal fees. When specific cost guidelines are not provided by the county, reasonableness of the expense shall be considered by the department head and Chief Administrative Officer before deciding whether to approve.

Reasonable costs for snow chain installation and removal may be claimed and reimbursed. The purchase cost of snow chains would not be an allowable charge against the county.

6. Advance Payments

The Auditor may provide advance funds for estimated "out of pocket" expenses up to seventy-five percent (75%), but no less than $50.00. The "out of pocket" expenses may include meals, taxi and public transportation, lodging, parking, and pre-registration costs.

7. Compliance - Claimant Responsibility

It is the responsibility of the claimant to understand and follow all policies and procedures herein in order to receive reimbursement for mileage, travel and expense claims. Any form completed improperly or procedure not followed may result in the return of a claim without reimbursement.

8. Procedures:

a. Authorization to incur expenses must be obtained as set forth in this County policy, and as may be directed by the department.

b. Requests for advance funds for anticipated travel expenses itemized on the Travel Authorization Request form are obtained by indicating this need on that form prior to processing the request.

c. Forms which require Chief Administrative Office approval should be submitted to the Chief Administrative Office, after department head approval, at least 7 to 10 days prior to travel to allow time for processing through County Administration and Auditor's Department.

d. Cancellation of travel, requires that any advanced funds be returned to the Auditor Controller's office within five (5) working days of the scheduled

departure date. If the advance is not returned within this time frame, the employee could jeopardize their standing to receive advances in the future.

e. Travel Claims are due to the Auditor within 30 days after completion of travel. Personal Mileage and Expense Claims are due to the Auditor within 15 days after the end of each calendar month. The due date may be extended if deemed appropriate by the County Auditor. Claims must itemize expenses as indicated on claim forms, and must be processed with receipts attached.

f. Reimbursements will be provided expeditiously by the County Auditor upon receipt of properly completed claim forms. The Auditor's Office shall promptly review claims to determine completeness, and if found incomplete, will return the request to the claimant noting the areas of deficiency.

g. Personal Mileage and Expense Claim forms should be completed for each calendar month, one month per claim form. These monthly claims are due to the Auditor within 15 days following the month end; however, the deadline may be extended if deemed appropriate by the County Auditor. If monthly amounts to be claimed are too small to warrant processing at the end of a month (i.e., if cost of processing would exceed the amount being claimed), the claims for an individual may be accumulated and processed in a batch when a reasonable claim amount has accrued. In any event, such claims shall be made and submitted to the County Auditor for accounting and payment within the same fiscal year as the expense was incurred.

h. Expense Claim Form

For the purpose of travel and meeting expenses, the claim form is to be used for payments to vendors. The employee must obtain Department Head approval and submit the claim to the Auditor's Office within sixty (60) days of the incurred expense.