

**Dokken Engineering**

**Feasibility Study Report for the Bucks Bar Road at North Fork  
Cosumnes River Bridge Replacement Project**

**AGREEMENT FOR SERVICES # AGMT 09-52633**

**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");

**R E C I T A L S**

**WHEREAS**, County has determined that it is necessary to obtain a consultant to assist its Department of Transportation with engineering services for the Feasibility Study Report phase of the Bucks Bar Road at North Fork Cosumnes River Bridge Replacement 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 North Fork Cosumnes River Bridge Replacement Project (hereinafter referred to as "Project").
- B. Consultant shall perform all professional and technical services, work, and tasks required to produce the Feasibility Study Report for the Project as set forth herein, and shall provide and make available Consultant's own personnel, subconsultants, materials, equipment and services necessary to provide design engineering services, environmental analyses, preliminary hydrology and hydraulic engineering services, preliminary geotechnical engineering services, 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.

County's Contract Administrator shall issue Consultant a written Notice to Proceed for Items of Work A.1 through D.3, identified in Exhibit A, and Consultant shall not commence work until receiving the Notice to Proceed. Deliverables for the specific items of work to be provided under the Base Scope of Work shall be as specified therein, shall be prepared using the software described in the Base Scope of Work and Section D of this Article and shall be submitted in accordance with the timeframes and formats specified in the Notice to Proceed or in Exhibit K, marked "Deliverables List," incorporated herein and made by reference a part hereof. No payment will be made for any work performed prior to the date specified in the written Notice to Proceed.

- C. In addition to the specific services identified in Exhibit A, "Base Scope of Work," this Agreement may also include Optional Tasks related to the Base Scope of Work ("Optional Base Scope Tasks") as subsequently identified in the course of this Agreement by the Contract Administrator. Such Optional Base Scope Tasks may supplement, or modify the Base Scope of Work or may include, but not be limited to, tasks that are deemed critical by the Contract Administrator to the furtherance of completing the Project, including but not limited to a Draft Bridge Foundation Report.

Before proceeding with any work concerning Optional Base Scope 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 assignment shall be determined at a meeting or telephone conference between Consultant and County's Contract Administrator, or designee, to discuss the needs, applicable design standards, required deliverables, specific Consultant staff, and subconsultants, if applicable, on a task-by-task basis. Following the meeting, Consultant shall provide the Contract Administrator with a written scope of work, 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 Contract Administrator, prior to commencement of the work. No payment will be made for any Optional Base Scope 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 the Contract Administrator 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 XIX, 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 Contract Administrator 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 Contract amount.

- D. If a submittal is required to be an electronic file, Consultant shall produce the file using Microsoft Office 2003 applications (specifically, MS Word, MS Project and MS Excel). Signed reports shall be submitted in Adobe portable document format (PDF). Electronic AutoCAD 2008 or AutoCAD Civil 3D 2008 format shall be used for submittal of plans for review. The software used for the evaluation of the existing bridge capacity shall be as identified in Exhibit A. 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 Contract Administrator. Newer versions of software may be used and other engineering software used for analytical purposes may be authorized if approved by County's Contract Administrator. Consultant shall submit all deliverables to County's Contract Administrator in accordance with completion time schedules identified in the Notice to Proceed or as specified in Exhibit K or in the individual Task Orders that may be issued for Optional Base Scope Tasks. Failure to submit the required deliverables in the format required shall be grounds for termination of the Agreement, as provided in Article XVIII, 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 two (2) years thereafter.

## **ARTICLE III**

**Compensation for Services:** For services provided herein including all deliverables described in the Base Scope of Work, 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. The hourly rates indicated in Exhibit B provide for annual increases of five percent (5%) per year beginning on January 1, 2010, and are inclusive of travel, mileage, supplies and equipment charges.

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. Any reimbursements for mileage expenses for subconsultants will only be made if such expenses are included in Exhibit C, marked "Cost Proposal," 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.

Subconsultant services, authorized herein, shall be invoiced at Consultant's cost 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.

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 C, Cost Proposal. The amounts indicated in Exhibit C, 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 C 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 \$131,711 inclusive of all work of subconsultants and all costs and expenses.

The total amount for all Optional Base Scope Tasks, if any, which may be assigned in accordance with this Agreement, shall not exceed \$79,000, 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 Base Scope Tasks which may be assigned, and inclusive of all work of subconsultants, costs, expenses and Task Orders shall not exceed \$210,711.

Itemized invoices shall follow the format specified by County and shall reference this

Agreement number both on their faces and on any enclosures or backup documentation. Consultant shall attach copies of any progress reports required under the provisions of Article VI, Progress Reports to every invoice submitted for payment under the terms of this Agreement. Any invoices that include charges for "other direct project charges" or for other items based on cost shall be accompanied by backup documentation to substantiate Consultant's actual cost for each such charge billed. Copies of documentation attached to invoices shall reflect Consultant's charges for the specific services billed on those invoices. Invoices shall be mailed to County at the following address:

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 XVIII, 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 the Notice to Proceed or in Task Orders for Optional Tasks issued pursuant to the Agreement or upon request by the Contract Administrator.

If plans, specifications and estimates are to be prepared under this Agreement, they 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, if applicable, 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.

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. 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 engineer(s) 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 tasks and items of work being performed and based upon a mutually agreeable schedule. At a minimum, Consultant shall submit written 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. 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 and the anticipated tasks, work and deliverables proposed for the subsequent reporting period. 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 licensed in good standing by the State of California to perform the services contemplated under this Agreement, and that Consultant and all subconsultants shall maintain said licenses in good standing throughout the term of this Agreement.

## **ARTICLE VIII**

**Business License:** The County 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 the County Business License Ordinance prior to beginning work under this Agreement and at all times during the term of this Agreement.

## **ARTICLE IX**

**Ownership of Data:** Upon completion or earlier termination of all Services under this Agreement, ownership and title to all reports, documents, plans, maps, specifications, estimates, compilations and any and all other materials or data produced as part of this Agreement will automatically be vested in County and no further agreement will be necessary to transfer ownership to 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 Project.

## **ARTICLE X**

**Consultant's Project Manager:** Consultant designates Matthew Griggs, 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 work and to prepare the deliverables required by the Agreement; and (2) reviewing, monitoring, training and directing Consultant's personnel and any subconsultants authorized herein.

## **ARTICLE XI**

**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 XII**

**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 XIII**

### **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 the California Environmental Quality Act (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.

#### **ARTICLE XIV**

**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 for the specific tasks or items of work identified therein. 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 XV**

**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 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, 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 XVI**

**Prevailing Wage:** County requires Consultant's services on public works Project(s) involving local, state and/or 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 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 offices of the District Director of Transportation for the district in which the work is situated. 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 any subconsultant authorized under this Contract shall also conform to and be bound by the provisions of Labor Code Sections 1810 through 1815.

## **ARTICLE XVII**

**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 XVIII**

### **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 XIX

**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,  
Supervising Civil Engineer

With a Copy to:

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

Attn.: Tim C. Prudhel,  
Contract Services Officer

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 XX**

**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 XXI**

**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 the 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 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 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 XXII**

**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 XXIII**

**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, nor any firm affiliated with Consultant will bid on any construction contract for any construction Project resulting from this Agreement. An affiliated firm is one, which is subject to the control of the same persons through joint-ownership, or otherwise.

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 the construction contract. Additionally, Consultant certifies that no person working under this contract is also employed by the construction contractor for any Project included within this Agreement.

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

#### **ARTICLE XXIV**

**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 XXV**

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

#### **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 may rely 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. 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 offices located at 2365 Iron Point Road, Suite 200, Folsom, California 95630 are 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 Office of Management and Budget Circular A-87, 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 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 for subconsultants shall be eligible for reimbursement in accordance with Article III, Compensation for Services above. No reimbursement for Consultant's mileage expenses and no reimbursements for travel and subsistence (per diem) expenses for Consultant nor 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, State, the California State Auditor, and County or to any duly authorized representative of the United States Department of Transportation, the State, or County all 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. 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 FHWA, the State, the California State Auditor and County or their duly authorized representatives for at least four (4) 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 D, marked "Certification of Consultant," and County has duly executed Exhibit E, 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.

#### **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 (PS&E) 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, and in Exhibit F marked, "Notice to Bidders/Proposers Disadvantaged Business Enterprise Information," incorporated herein and made by reference a part hereof. Consultant shall ensure that certified DBE firms have the opportunity to participate in the performance of this Contract and Consultant shall take all necessary and reasonable steps for such assurance.

**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 Contracts 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 Contract 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 Contract, will assist Caltrans in meeting its federally mandated statewide overall DBE goal.
- 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.
- D. A sample agreement is attached hereto as Exhibit G, marked "Standard Agreement for Subcontractor/DBE Participation," and is incorporated herein and made by reference a part hereof.

**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 49, Code of Federal Regulations, Part 29, 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.

#### **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 Form to Report Lobbying," 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 the Contract, 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**

**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 XLVII**

### **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 XLVIII**

### **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 this Agreement.
- 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 contract shall contain all of the provisions of this Article.

## **ARTICLE XLIX**

**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 L**

**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 LI**

**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 LII**

**Contract Administrator:** The County Officer or employee with responsibility for administering this Agreement is Matthew D. Smeltzer, Supervising Civil Engineer, Department of Transportation, or successor.

#### **ARTICLE LIII**

**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 LIV**

**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 LV**

**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  
Supervising Civil Engineer  
Department of Transportation

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

#### **Requesting Department Concurrence:**

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

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

**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: \_\_\_\_\_  
Deputy Clerk

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

**-- DOKKEN ENGINEERING --**

By: \_\_\_\_\_  
Richard T. Liptak  
President  
"Consultant"

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

By: \_\_\_\_\_  
Corporate Secretary

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

## **Dokken Engineering**

### **Exhibit A**

#### **Base Scope of Work**

Consultant shall perform all professional and technical services, work, and tasks required to produce the Feasibility Study Report for the Project, and shall provide and make available Consultant's own personnel, subconsultants, materials, equipment and services necessary to provide design engineering services, environmental analyses, preliminary hydrology and hydraulic engineering services, preliminary geotechnical engineering services, and other project delivery support services.

The purpose of this work plan is to study the feasibility of retrofitting and widening or replacing the existing Bucks Bar Road Bridge over the North Fork of the Cosumnes River. It is not obvious from cursory site inspections whether widening or replacement is the most beneficial alternative to El Dorado County. The work shall evaluate widening versus replacement alternatives and provide County with ample analysis and engineering to select the best alternative for constructing a wider, better aligned bridge for crossing over the North Fork of the Cosumnes River.

All deliverables shall be submitted in the formats and according to the timeframes specified in Exhibit K, "Deliverables List" herein.

#### **ITEM OF WORK A – PROJECT MANAGEMENT**

##### **Item of Work A.1 - Project Management**

Project Development Team (PDT) Meetings - Dokken Engineering shall coordinate and hold monthly PDT meetings. The location of the meetings will be determined by County. Consultant's Project Manager shall facilitate the meetings and shall have any required specialty engineering personnel present to inform County of project issues.

Meeting Agenda/Meeting Minutes - Dokken Engineering shall send meeting agendas electronically to County's Contract Administrator one (1) week before each PDT meeting and shall transmit meeting minutes five (5) days after each meeting.

Action Item List - Dokken Engineering shall prepare and update after each meeting, an Action Item List of all deliverables for the Project.

Project Schedule - Dokken Engineering shall prepare, maintain and update after each meeting, a milestone schedule for the Feasibility Phase of the Project.

*Deliverables:* Meeting Agendas and Meeting Minutes  
Action Item List Preparation and Updates  
Project Schedule Preparation and Updates

#### **Item of Work A.2 - Quality Control & Peer Review Memo**

Dokken Engineering shall perform quality control of the draft Feasibility Study Report and all attachments. Dokken Engineering's subconsultant, Drake Haglan and Associates shall perform a peer review on the widening alternative utilizing the existing arch bridge. The peer review will confirm conclusions drawn on capacity of the existing deck, spandrel columns and arch ribs to handle an additional 50 years of live load and seismic demands.

*Deliverables:* Peer Review Memo

### **ITEM OF WORK B – SITE AND BRIDGE ASSESSMENT**

#### **Item of Work B.1 - Existing Bridge Condition Assessment**

Dokken Engineering shall conduct a field survey of the bridge to document deterioration of the existing concrete members. Accessible concrete members will be sounded using hammers or other devices to locate delaminations. The survey will include the railings, deck, lower sections of the arches, and the abutments. The deterioration will be marked on the as-built field drawings and photos will be taken of typical conditions. If the bridge rehabilitation option is selected, further detailed assessment would be recommended by roped access or snooper truck to ensure that any potential spalling areas can be detected and corrected with the construction contract.

Dokken Engineering's subconsultant, PC Exploration, Inc. shall perform concrete coring services within the bridge structure. Four (4) 4-inch diameter cores from accessible areas of the bridge will be removed. The cores will be patched with Set 45. Three (3) of the cores will be tested for compressive strength and a petrographic study will be conducted on one (1) core. The petrographic study is a close up study of the concrete to identify potential deleterious mechanisms in the concrete, such as alkali silica reaction (ASR), which is a reaction that causes concrete to crack. In addition, two (2) 2-inch diameter cores will be taken of the rock at the abutments and tested for compressive strength.

Dokken Engineering's subconsultant, Digital Concrete Scanning Services (DCSS) shall perform concrete scanning on the existing structure to locate or confirm reinforcement layouts necessary for the live load or seismic capacity

evaluations. These scans are performed using ground penetrating radar and a 1500 MHz antenna.

The condition assessment and core test results will be summarized and provided to County in a memorandum format.

*Deliverables:* Condition Assessment and Core Test Results Memo

### **Item of Work B.2 - Topographic Surveying**

County will perform field surveying to obtain site data for use in the Location Hydraulic Study, approach design concepts, and Bridge Advance Planning Studies for the alternatives. The field surveys will gather data on the roadway conforms, river cross sections, elevations of thrust block footings, and the adjacent driveway on the southeast corner of the bridge.

Consultant shall gather additional topographic or field data information as needed and as directed by County's Contract Administrator to compliment County's work.

### **Item of Work B.3 - Location Hydraulic Study**

Dokken Engineering's subconsultant, WRECO shall prepare a Location Hydraulic Study (LHS) for the project. Preparation of the LHS will include review of available data, a site visit to assess existing conditions and observable high water indications, and attendance at project team meetings.

WRECO shall perform hydrologic analyses to determine the design peak discharges for the North Fork of the Cosumnes River using two (2) methods. The first method will be to research gaging station records and perform Log-Pearson Type III analyses to determine the peak design discharges for the North Fork Cosumnes River. The second method will be the application of the Unit Hydrograph Method (e.g., NRCS or other Unit Hydrographs approved by County).

WRECO shall perform the hydraulic analysis to determine the flow characteristics of the 100-year and 50-year flows, including water surface elevations (depths) and velocities. WRECO shall perform a LHS to assess the floodplain risks due to the proposed Project in accordance with the methodology specified in the Caltrans' *Local Assistance Procedures Manual* and County of El Dorado Drainage Manual.

### **Item of Work B.4 - Geotechnical Evaluation of Foundations**

Dokken Engineering shall perform geologic mapping of the canyon to determine/review new support locations for the alternatives. This mapping will provide detail into the types and limits of any remediation work which may be

required, such as grouting or rock bolting in order to construct the proposed foundations. The mapping will also identify good locations for new foundation elements which will allow the bridge engineer to accurately determine the length and cost of any new alternative which requires widening or replacing of the existing bridge.

A Seismic Hazards Analysis will be performed to identify the controlling faults at the site and to establish the Moment Magnitude (Mw) of the design earthquake event and the Peak Ground Acceleration predicted at the site. This analysis will identify any seismic hazards which may impact the design of the alternatives. The project site is located 1.9 miles from a splay of the Foothills Fault System.

A Geologic Memorandum will be prepared to summarize the geologic mapping and Seismic Hazards Analysis, and to provide recommendations for the foundations for the proposed alternates.

*Deliverables:            Geologic Memorandum*

#### **Item of Work B.5 - Evaluate Existing Bridge Capacity**

Dokken Engineering shall evaluate the existing bridge element capacities for comparison to seismic and service load demands. The bridge was designed in 1941 for H-15 loading. The existing bridge will be analyzed per seismic parameters developed in Item of Work B.4. The acceleration at the site appears to be 0.4g based upon the Caltrans' California Seismic Hazard Map (but not yet adjusted for near source faults). Dokken Engineering shall use Structural Analysis Program finite element software to evaluate the demands on the structure. Capacity checks on the existing bridge will include at a minimum:

- Spandrel column shear capacity and confinement
- Arch rib shear and confinement
- Spandrel column connections
- Barrier impact resistance and possible contribution to slab stiffness
- Seismic capacity of abutment back and wing walls
- Deck capacity
- Transverse beam capacity
- Capacity of the existing slab to be widened to accommodate two (2) lanes

*Deliverables:            Evaluation of Existing Bridge Capacity Memo*

## **ITEM OF WORK C – DEVELOP AND EVALUATE ALTERNATIVES**

It is anticipated that two (2) project alternatives will be developed. Each alternative shall provide two (2) traffic lanes and shoulders. Alternative 1 includes widening the existing structure by either an attached widening or separate structure for the northbound traffic, depending upon the results of the existing bridge capacity. The option of widening the deck only will be included in Item of Work B.5. Alternative 2 is the complete replacement of the bridge utilizing a staged construction sequence.

### **Item of Work C.1 - Alternatives Exhibits**

Dokken Engineering shall prepare alternative exhibits, one (1) for each alternative under consideration. These plan exhibits will show the proposed bridge, roadway, right-of-way, and utility work limits in plan view with the project aerial photograph as a background. The developed alternative concepts will be discussed with County and revised as appropriate prior to preparation of the full analysis.

*Deliverables:*            Alternative Exhibits

### **Item of Work C.2 - Bridge Advance Planning Studies**

A bridge Advance Planning Study (APS) will be developed for each alternative. The bridge APS will present the proposed structure in plan, elevation and typical section views. For widening alternatives, the existing structure will be shown as well as the proposed widening. Bridge APS will be prepared in accordance with Caltrans' standards and procedures.

*Deliverables:*            Bridge APS

### **Item of Work C.3 - Alternative Cost Estimates**

A total project cost estimate will be prepared for each alternative. The cost estimate will include preliminary engineering, environmental approval, right-of-way, utilities, construction, construction engineering and County administration. A Bridge General Plan Estimate will be developed so that the bridge work or the total project estimates can be compared against each alternative.

*Deliverables:*            Project Cost Estimate for Each Alternative  
Bridge General Plan Estimate

### **Item of Work C.4 - Stage Construction**

Dokken Engineering shall prepare a stage construction sequence for each alternative. The stage construction sequence will be shown on the project

alternative exhibit and on the APS. Access to construct each stage will also be proposed because one (1) lane of traffic must be maintained on Bucks Bar Road in order to avoid a very long detour.

*Deliverables:* Stage Construction Sequence Exhibits

#### **Item of Work C.5 - Environmental Analysis**

Dokken Engineering shall perform a field evaluation to determine environmental constraints pursuant to CEQA and NEPA requirements as well as the policies and procedures contained in Caltrans' *Environmental Handbook, Volume I: Guidance for Compliance* and Caltrans' *Local Assistance Procedures Manual*. Upon completion of the field evaluation, an environmental constraints report will be completed outlining the scope of the project and its potential impacts to the environment for each alternative proposed. Dokken Engineering's internal environmental staff will work with County's project design staff to integrate environmental concerns into the design and development of the project.

*Deliverables:* Environmental Constraints Report

#### **Item of Work C.6 - Alternatives Analysis (Impacts and Exceptions)**

Dokken Engineering shall evaluate widening or replacing the existing bridge. The alternatives analysis comparison and discussions will consider:

- Longevity of the solution
- Traffic impacts during construction
- Initial cost
- Environmental impacts
- Historical values
- Public sentiment
- Right of way impacts
- Design exceptions to roadway and bridge standards
- Foundation installations
- Seismic resistance
- Hydraulic performance

Dokken Engineering shall host and facilitate a stakeholder meeting to review the feasible alternatives resulting from the evaluation of alternatives. County's Contract Administrator shall determine if Dokken Engineering shall 1) make a recommendation for County staff regarding widening or replacement of the existing bridge; or 2) facilitate an alternatives ranking exercise with any combination of County staff, consultants, public representatives and Caltrans.

Discussions and comparisons of the alternatives with graphics and tables will be prepared for inclusion in the actual Feasibility Study Report.



*Deliverables:* Alternatives Analysis Memo  
Stakeholder Meeting

## **ITEM OF WORK D – RECOMMENDATION AND SUMMARY**

### **Item of Work D.1 - Draft Feasibility Study Report**

Dokken Engineering shall present the information obtained through the development of alternatives to County staff in a Draft Feasibility Study Report. Dokken Engineering shall prepare the Draft Feasibility Study Report for County review and comments. The draft study report will include discussions and summaries of the information prepared in Item of Work C, and will include a recommended alternative.

*Deliverables:* Draft Feasibility Study Report

### **Item of Work D.2 - Public Informational Meeting**

Dokken Engineering shall prepare materials and facilitate an open-house public informational meeting at the Diamond Springs Fire Station (or at a similar location as directed by County's Contract Administrator). The purpose of the meeting will be to present to the public the alternatives considered, the findings of its studies, and request the public's input regarding widening or replacement. Dokken Engineering shall schedule the facility and shall prepare a notice for the local paper, invitation flyer, sign in sheet, comment cards, fact sheet and informational boards.

*Deliverables:* Schedule and Facilitate the Meeting Facility  
Prepare Notice of the Meeting, Flyer, Sign in Sheet,  
Comment Cards and Fact Sheet  
Informational Boards

### **Item of Work D.3 - Final Feasibility Study Report and Recommendation**

Dokken Engineering shall prepare a Final Feasibility Study incorporating the results of the public informational meeting and County staff comments on the Draft Feasibility Study Report.

*Deliverables:* Final Feasibility Study Report

# Dokken Engineering

## Exhibit B

### Rate Schedule

#### Feasibility Study Report for the Bucks Bar Road at North Fork Cosumnes River Bridge Replacement Project

DOKKEN ENGINEERING	Billing Rates		
	Base Rate	Escalation (5%)	Escalation (5%)
	1/2009	1/2010	2/2011
Principal in Charge - Elizabeth Diamond, PE	\$209.00	\$219.00	\$230.00
Project Manager - Matthew Griggs, PE	\$184.00	\$193.00	\$203.00
Project Engineer - John Bishop, SE	\$198.00	\$208.00	\$218.00
Senior Bridge Engineer - Martin Maechler, PE	\$170.00	\$179.00	\$188.00
Geotechnical Engineer - Robert Lawrence, PE	\$158.00	\$166.00	\$174.00
Quality Control Engineer - Rosa Griggs, PE	\$149.00	\$156.00	\$164.00
Associate Roadway Engineer - Nathan Donnelly, PE	\$129.00	\$135.00	\$142.00
Senior Environmental Planner - Namat Hosseinian	\$155.00	\$163.00	\$171.00
Environmental Planner	\$95.00	\$100.00	\$105.00
Assistant Engineer	\$90.00	\$95.00	\$100.00
Senior Structural Technician - Khanh Dang	\$126.00	\$132.00	\$139.00
Detailer/Engineering Technician	\$95.00	\$100.00	\$105.00
Admin/Clerical	\$90.00	\$95.00	\$100.00

Rates are indicated for positions. Where individual names are also included, the named individual is the person anticipated to perform the various Items of Work. With the exception of Consultant's Project Manager, which cannot be changed without the written consent of County's Contract Administrator, should those named individuals change positions or otherwise not perform in the positions indicated, other staff members in those positions may perform the work.

Travel, mileage, ordinary supplies and equipment charges are included in the above hourly rates. Other direct project charges will be billed at actual cost. The following are considered items of special charge, and their charges will be billed at Consultant's cost (no mark-up):

- Outside Reproduction
- Traffic Control
- Potholing
- Agency Fees
- Drilling & Coring
- Permits
- Soil Testing
- Digital Scanning
- Subconsultants

Exhibit C  
Cost Proposal  
Feasibility Study Report for the Bucks Bar Road at North Fork Cosumnes River  
Bridge Replacement Project



Task Description	DOKKEN ENGINEERING														WRECO		DRAKE HAGLAN		DIGITAL CONCRETE		PC EXPLORATION		GRAND TOTAL (HOURS)	OTHER DIRECT COSTS	GRAND TOTAL (COST)		
	Project Manager	Principal In Charge	Project Engineer	Senior Bridge Engineer	Associate Roadway Engineer	Geotechnical Engineer	Quality Control Engineer	Senior Environmental Planner	Senior Structural Technician	Environmental Planner	Assistant Engineer	Detailer /Technician	Admin / Clerical	TOTAL HOURS	OTHER DIRECT COST	TOTAL DOKKEN COST	WRECO OTHER DIRECT COST	TOTAL WRECO COST	DRAKE HAGLAN OTHER DIRECT COST	TOTAL DRAKE HAGLAN COST	DIGITAL CONCRETE OTHER DIRECT COST	TOTAL COST				PC EXPLORATION OTHER DIRECT COST	TOTAL PC EXPLORATION COST
	\$184	\$209	\$198	\$170	\$129	\$158	\$149	\$155	\$126	\$95	\$90	\$95	\$90														
TASK A - PROJECT MANAGEMENT	54	4					14							72		\$12,858				\$1,600					80		\$14,458
A.1 Project Management	50	4												54		\$10,036									54		\$10,036
A.2 Quality Control & Peer Review	4						14							18		\$2,822				\$1,600					26		\$4,422
TASK B - SITE AND BRIDGE ASSESSMENT	32	2	56		1	32					78	4	6	211	\$6,020	\$36,539	\$1,360	\$14,620		\$1,600	\$300	\$4,000	\$90	\$1,980	379	\$7,470	\$58,739
B.1 Existing Bridge Condition Assessment	20	2	16								16	4	4	62	\$6,020	\$15,466				\$300	\$4,000		\$90	\$1,980	94	\$6,110	\$21,446
B.2 Topographic Surveying	2				1									3		\$497									3		\$497
B.3 Location Hydraulic Study	4												2	6		\$916	\$1,360	\$14,620							134	\$1,360	\$15,536
B.4 Geotechnical Evaluation of Foundations	2					32					32			66		\$8,304									66		\$8,304
B.5 Evaluate Existing Bridge Capacity	4		40								30			74		\$11,356				\$1,600					82		\$12,956
TASK C - DEVELOP AND EVALUATE ALTERNATIVES	23	2	22	38	38	2		32	30	24	32			243		\$34,584									243		\$34,584
C.1 Alternative Exhibits	4				16						16			36		\$4,240									36		\$4,240
C.2 Bridge Advance Planning Studies	4		8	24					30					66		\$10,180									66		\$10,180
C.3 Alternative Cost Estimates	4		8	8	8	2					8			38		\$5,748									38		\$5,748
C.4 Stage Construction	2		2	2	6						8			20		\$2,598									20		\$2,598
C.5 Environmental Analysis	1							32		24				57		\$7,424									57		\$7,424
C.6 Alternatives Analysis (Impacts and Exceptions)	8	2	4	4	8									26		\$4,394									26		\$4,394
TASK D - RECOMMENDATION AND SUMMARY	24	2	14	12	52			4	16		36			160	\$100	\$22,330				\$1,600					168	\$100	\$23,930
D.1 Draft Feasibility Study Report	8	2	8	8	30						20			76		\$10,504				\$1,600					84		\$12,104
D.2 Public Informational Meeting	8		2		10			4	8					32	\$100	\$4,886									32	\$100	\$4,886
D.3 Final Feasibility Study Report with Recommendation	8		4	4	12				8		16			52		\$6,940									52		\$6,940
TOTAL HOURS	133	10	92	50	91	34	14	36	46	24	146	4	6	686											870		
TOTAL COST OF BASE SERVICES	\$24,472	\$2,090	\$18,216	\$8,500	\$11,739	\$5,372	\$2,086	\$5,580	\$5,796	\$2,280	\$13,140	\$380	\$540		\$6,120	\$106,311	\$1,360	\$14,620		\$4,800	\$300	\$4,000	\$90	\$1,980		\$7,570	\$131,711
TASK E - Optional Base Scope Tasks																											\$79,000
GRAND TOTAL INCLUDING OPTIONAL SERVICES																											\$210,711

The amounts indicated in Exhibit C, 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 C 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 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.

**Dokken Engineering**

**Exhibit D**

**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.

---

(Date)

---

Richard T. Liptak  
President

**Dokken Engineering**

**Exhibit E**

**CERTIFICATION OF LOCAL AGENCY**

I HEREBY CERTIFY that I am the Interim 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.

---

(Date)

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

# Dokken Engineering

## Exhibit F

### Local Agency Proposer/Bidder-DBE (Consultant Contracts)-Information

This information shall be provided by the successful Proposer/Bidder with the award document.

- ☐ Preliminary Engr.    ☐ Studies    ☐ Environmental Document    ☐ Prelim Design
- ☐ Final Design Right of Way    ☐ Right of Way Engineering    ☐ Right of Way Utility Relocation
- ☐ Construction    ☐ Construction Engineering    ☐ Construction Management

AGENCY: \_\_\_\_\_ LOCATION: \_\_\_\_\_

PROJECT DESCRIPTION: \_\_\_\_\_

CONTRACT NUMBER: \_\_\_\_\_

FEDERAL-AID PROJECT NUMBER: \_\_\_\_\_

TOTAL CONTRACT AMOUNT: \$ \_\_\_\_\_

FEDERAL SHARE (For local agency to complete) : \$ \_\_\_\_\_

PROPOSAL/BID DATE: \_\_\_\_\_

PROPOSER'S/BIDDER'S NAME: \_\_\_\_\_

CONTRACT ITEM NO.	ITEM OF WORK AND DESCRIPTION OR SERVICES TO BE SUBCONTRACTED OR MATERIALS TO BE PROVIDED <sup>1</sup>	DBE CERT. NO. AND EXPIRATION DATE	NAME OF DBEs <sup>2</sup> (Must be certified on the date bids are opened - include DBE address and phone number)	DOLLAR AMOUNT DBE
<p>IMPORTANT: Identify all DBE firms being claimed for credit, regardless of tier. Copies of the DBE quotes are helpful. Names of the First-Tier DBE Subcontractors and their respective item(s) of work listed above shall be consistent with the names and items of work in the "List of Subcontractors" submitted with your bid pursuant to the Subcontractors Listing Law and the Special Provisions.</p> <p>1. Enter DBE prime and subcontractor's certification number. Prime contractors shall indicate all work to be performed by DBEs including work performed by its own DBE forces.</p> <p>2. If 100% of item is not to be performed or furnished by DBE, describe exact portion of item to be performed or furnished by DBE.</p>			<p>Total Claimed Participation</p>	<p>\$ _____</p> <p>_____ %</p>
			Signature of Proposer/Bidder	
			Date (Area Code) Tel. No.	
			Person to Contact (Please Type or Print)	

CT Bidder – DBE Information (Rev 4/28/06)

<sup>1</sup> Copy – Include in award package to Caltrans District Local Assistance

<sup>2</sup> Copy – Fax immediately to the Caltrans District Local Assistance Engineer upon award

Original – Local Agency Files



## FINAL REPORT UTILIZATION OF DISADVANTAGED BUSINESSES

**STATE OF CALIFORNIA - DEPARTMENT OF TRANSPORTATION**  
**LOCAL ASSISTANCE - FEDERAL - FINAL REPORT - UTILIZATION OF**  
**DISADVANTAGED BUSINESS ENTERPRISES (DBE), FIRST-TIER**  
**SUBCONTRACTORS**

Revised 8/04

CONTRACT NUMBER		COUNTY	LOCATION	PROJECT DESCRIPTION	FEDERAL AID PROJECT NO.		ADMINISTERING AGENCY		CONTRACT COMPLETION DATE	
PRIME CONTRACTOR/CONSULTANT				BUSINESS ADDRESS			FEDERAL SHARE ( For local agency to complete) \$		FINAL CONTRACT AMOUNT \$	
CONTRACT ITEM No.	DESCRIPTION OF WORK PERFORMED AND MATERIAL PROVIDED	SUBCONTRACTOR NAME AND BUSINESS ADDRESS	DBE CERT. NUMBER & EXP. DATE	CONTRACT PAYMENTS					FEDERAL SHARE \$	
				NON-DBE	DBE	DBE (MINORITY)	DBE (NON- MINORITY WOMEN)	DBE (MINORITY WOMEN)	DATE WORK COMPLETE	DATE OF FINAL PAYMENT
\$ _____ TOTAL PAYMENTS \$ _____ ORIGINAL DBE COMMITMENT _____ Original DBE % _____				\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	DBE GOAL ATTAINMENT _____	
List all First Tier Subcontractors and all Disadvantaged Business Enterprises (DBEs) regardless of tier, whether or not the firms were originally listed for goal credit. If actual DBE utilization (or item of work) was different than that approved at time of award, provide comments on the back of the form. List actual amount paid to each of the DBE even if different than originally listed for goal credit.										
CONTRACTOR/CONSULTANT REPRESENTATIVE'S SIGNATURE							BUSINESS PHONE NUMBER		DATE	
RESIDENT PROJECT ENGINEERS SIGNATURE							BUSINESS PHONE NUMBER		DATE	
AGENCY										

Distribution: (1) Original plus one copy included in the Report of Expenditures - DLAE  
 (2) Copy - Local Agency files

**The form requires specific information regarding the construction project: Contract Number, County, Route, Post Miles, a box to check that the project is indeed a Federal Aid Project, 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's Name and Business Address. For firms who are DBE, there is a column to enter their DBE Certification No. 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 five 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) the firm is Certified. This Program status is determined by the Civil Rights Certification Unit based on ethnicity, gender, ownership and control issues at time of certification. The certified firm is issued a certificate by the Civil Rights Unit that states their program status as well as the firms Expiration Date. DBE Program status may be obtained by accessing the Civil Rights website ([www.dot.ca.gov/hq/bep/](http://www.dot.ca.gov/hq/bep/)) and downloading the Calcet Extract or by calling (916) 227 2207. Based on this DBE Program status, the following table depicts which column to be used:

DBE Program Status	Column to be used
If program status shows DBE only with no other programs listed	DBE
If program status shows DBE, SDBE	DBE Minority
If program status shows DBE, SDBE, SWBE	DBE (Minority Women)
If program status shows DBE, SWBE	DBE (Non-Minority Women)

If a contractor performing work as a DBE on the project becomes decertified, and still performs work after their decertification date, enter the total dollar value performed by this contractor on Form 2402(F) under the appropriate DBE Program Status (include all work performed after decertification) and complete and submit Form CEM-2403(F) as appropriate. Any comments to be made on the Form 2402(F) are to be explained on the reverse side of the Form. Indicate in the Comment section that Form CEM 2403(F) is being submitted.

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 as a DBE on CEM-2402(F) and CEM-2403(F). Any comments to be made on the Form 2402(F) are to be explained on the reverse side of the Form. Indicate in the Comment section that Form CEM 2403(F) is being submitted.

There is a space provided on the CEM-2402(F) where the TOTAL is entered for these five columns.

There is a column on the CEM-2402(F) to enter the Date Work Complete as well as a column to enter the Date of Final Payment, which is an indicator of when the Prime Contractor made the "final payment" to the subcontractor for the portion of work listed as being completed.

The Original DBE Commitment area on the CEM-2402(F) is based on information at Award time of the project and is the total dollar value of those subcontractors listed at Award based on the above table.

The CEM-2402(F) has an area at the bottom where the Contractor and the Resident Engineer sign and date that the information provided is complete and correct.



# **Dokken Engineering**

## **Exhibit G**

### **STANDARD AGREEMENT FOR SUBCONTRACTOR/DBE PARTICIPATION**

#### **1. Subcontractors (hereinafter “subconsultants”)**

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

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

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

D. Any substitution of subconsultants must be approved in writing by County's Contract Administrator in advance of assigning work to a substitute subconsultant.

#### **2. Disadvantaged Business Enterprise (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.” Bidders who obtain DBE participation on this contract will assist Caltrans in meeting its federally mandated statewide overall DBE goal.

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 section.

#### **3. Performance of DBE Consultants and other DBE Subconsultants/Suppliers**

A. A DBE performs a commercially useful function when it is responsible for execution of the work of the Agreement and is carrying out its responsibilities by actually

performing, managing, and supervising the work involved. To perform a commercially useful function, the DBE must also be responsible with respect to materials and supplies used on the Agreement, for negotiating price, determining quality and quantity, ordering the material, and installing (where applicable) and paying for the material itself. To determine whether a DBE is performing a commercially useful function, evaluate the amount of work subcontracted, industry practices; whether the amount the firm is to be paid under the Agreement is commensurate with the work it is actually performing; and other relevant factors.

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

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

#### **4. Prompt Payment of Funds Withheld to Subconsultants**

A. No retainage will be held by County from progress payments due the prime consultant. Any retainage held by the prime consultants or subconsultants from progress payments due subconsultants shall be promptly paid in full to subconsultants within thirty (30) days after the subconsultant's work is satisfactorily completed. Federal law (49CFR26.29) requires that any delay or postponement of payment over the thirty (30) days may take place only for good cause and with County's prior written approval. Any violation of this provision shall subject the violating prime consultant or subconsultant to the penalties, sanctions and other remedies specified in Section 7108.5 of the Business and Professions Code. These requirements shall not be construed to limit or impair any contractual, administrative, or judicial remedies otherwise, available to the prime Consultant or subconsultant in the event of a dispute involving late payment or nonpayment by the prime consultant, deficient subcontract performance, or noncompliance by a subconsultant. This provision applies to both DBE and non-DBE prime consultants and subconsultants.

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

#### **5. DBE Records**

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

B. Upon completion of the Agreement, a summary of these records shall be prepared and submitted on the form entitled, "Final Report-Utilization of Disadvantaged Business Enterprises (DBE)," CEM-2402F, attached hereto as pages 6 and 7 of Exhibit E hereto, (Exhibit 17-F in Chapter 17 of the LAPM), certified correct by Consultant or Consultant's authorized representative and shall be furnished to County's Contract Administrator with the final invoice. Failure to provide the summary of DBE payments with the final invoice will result in twenty-five percent (25%) of the dollar value of the invoice being withheld from payment until the form is submitted. The amount will be returned to Consultant when a satisfactory "Final Report Utilization of Disadvantaged Business Enterprises (DBE)" is submitted to the Contract Administrator.

1) Prior to the fifteenth of each month, Consultant shall submit documentation to County's Contract Administrator showing the amount paid to DBE trucking companies. Consultant shall also obtain and submit documentation to County's Contract Administrator showing the amount paid by DBE trucking companies to all firms, including owner-operators, for the leasing of trucks. If the DBE leases trucks from a non-DBE, Consultant may count only the fee or commission the DBE receives as a result of the lease arrangement.

2) Consultant shall also submit to County's Contract Administrator documentation showing the truck number, name of owner, California Highway Patrol CA number, and if applicable, the DBE certification number of the truck owner for all trucks used during that month. This documentation shall be submitted on the Caltrans "Monthly DBE Trucking Verification," CEM-2404(F) form provided to Consultant by County's Contract Administrator.

## **6. DBE Certification and De-certification Status**

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

### **When Reporting DBE Participation, Material or Supplies purchased from DBEs may count as follows:**

A. If the materials or supplies are obtained from a DBE manufacturer, 100 % of the cost of the materials or supplies will count toward the DBE participation. A DBE manufacturer is a firm that operates or maintains a factory or establishment that produces on the premises, the materials, supplies, articles, or equipment required under the Agreement and of the general character described by the specifications.

B. If the materials or supplies purchased from a DBE regular dealer, count 60 % of the cost of the materials or supplies toward DBE goals. A DBE regular dealer is a firm that owns, operates or maintains a store, warehouse, or other establishment in which the materials, supplies, articles or equipment of the general character described by the specifications and required under the Agreement, are bought, kept in stock, and regularly sold or leased to the public in the usual course of business. To be a DBE regular dealer, the firm must be an established, regular business that engages, as its principal business and under its own name, in the purchase and sale or lease of the products in question. A

person may be a DBE regular dealer in such bulk items as petroleum products, steel, cement, gravel, stone or asphalt without owning, operating or maintaining a place of business provided in this section.

C. If the person both owns and operates distribution equipment for the products, any supplementing of regular dealers' own distribution equipment, shall be by a long-term lease agreement and not an ad hoc or Agreement-by-Agreement basis. Packagers, brokers, manufacturers' representatives, or other persons who arrange or expedite transactions are not DBE regular dealers within the meaning of this section.

D. Materials or supplies purchased from a DBE, which is neither a manufacturer nor a regular dealer, will be limited to the entire amount of fees or commissions charged for assistance in the procurement of the materials and supplies, or fees or transportation charges for the delivery of materials or supplies required on the job site, provided the fees are reasonable and not excessive as compared with fees charged for similar services.

# **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 bids for work or material subject to the Regulations made in connection with the Federal-aid Program and, in adapted form, in all proposals for negotiated agreements:

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

3. That 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.

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 contract 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 non discrimination in the award and administration of State assisted contracts. County's DBE Race-Neutral Implementation Agreement is



incorporated by reference in this Agreement. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as a violation of this Agreement. Upon notification to the recipient of its failure to carry out its approved DBE Race-Neutral Implementation Agreement, State may impose sanctions as provided for under 49 CFR Part 26 and may, in appropriate cases, refer the matter for enforcement under 18 USC 1001 and/or the Program Fraud Civil Remedies Act of 1985 (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 s Sub-agreement, including procurements of materials or leases of equipment, each potential sub-applicant or supplier shall be notified by Consultant of the 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 ahs 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**

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

#### **(GRANTING CLAUSE)**

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

#### **(HABENDUM CLAUSE)**

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

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

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

(2) that County shall use the lands and interests in lands so conveyed, in compliance with all requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Non-discrimination in federally-assisted programs of the Department of Transportation - Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations may be amended (;) and

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

Department of Transportation and its assigns as such interest existed prior to this deed.\*

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

## **Dokken Engineering**

### **Appendix C to Exhibit I**

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

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

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

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

(Include in deeds)\*

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

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

**Dokken Engineering**  
**Appendix D to Exhibit I**

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

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

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

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

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

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

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

(Include in deeds)\*

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

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

# Dokken Engineering

## Exhibit J

### DISCLOSURE OF LOBBYING ACTIVITIES

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352

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

Federal Use Only:

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Standard Form - 111

Standard Form LLL Rev. 09-12-97

# 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.



# Dokken Engineering

## Exhibit K

### DELIVERABLES LIST

DELIVERABLE	ITEM OF WORK NUMBER	NO. OF COPIES & FORMAT	DATE DELIVERED
<b>Item of Work A – Project Management</b>			
PDT Meeting Agenda	A.1	Electronic (8 ½” x 11”)	1 week prior to meeting
PDT Meeting Minutes/Action Item List	A.1	Electronic (8 ½” x 11”)	5 working days after meeting
Project Schedule	A.1	Electronic (8 ½” x 11”)	monthly
Peer Review Memo	A.2	Electronic (8 ½” x 11”)	as available
<b>Item of Work B – Site and Bridge Assessment</b>			
Existing Bridge Condition Assessment	B.1	3 – 8 ½” x 11”	6 weeks from NTP
Location Hydraulic Study	B.3	3 – 8 ½” x 11”	6 weeks from NTP
Geologic Memorandum	B.4	3 – 8 ½” x 11”	6 weeks from NTP
Evaluation of Existing Bridge Capacity	B.5	3 – 8 ½” x 11”	6 weeks from NTP
<b>Item of Work C – Develop and Evaluate Alternatives</b>			
Alternative Exhibits	C.1	1 – 22” x 34”, 3 – 11” x 17”	5 weeks from completion of Item of Work B
Bridge Advance Planning Study	C.2	3 – 8 ½” x 11”	5 weeks from completion of Item of Work B
Bridge General Plan Estimate	C.3	3 – 8 ½” x 11”	5 weeks from completion of Item of Work B
Stage Construction Sequence Exhibit	C.4	3 – 8 ½” x 11”	5 weeks from completion of Item of Work B
Environmental Constraints Report	C.5	3 – 8 ½” x 11”	5 weeks from completion of Item of Work B
Stakeholder Meeting	C.6	Meeting Attendance	7 weeks from completion of Item of Work B
Alternatives Analysis Memo	C.6	3 – 8 ½” x 11”	7 weeks from completion of Item of Work B
<b>Item of Work D – Recommendation and Summary</b>			
Draft Feasibility Study Report	D.1	3 – 8 ½” x 11”	3 weeks from completion of Item of Work C
Informational Boards (as needed)	D.2	TBD	4 weeks from completion of Item of Work C
Public Meeting	D.2	Meeting Attendance	4 weeks from completion of Item of Work C
Final Feasibility Study Report	D.3	5 – 8 ½” x 11”	7 weeks from completion of Item of Work C