



**RESOURCE
MANAGEMENT AGENCY
COUNTY OF TULARE
AGENDA ITEM**

BOARD OF SUPERVISORS

KUYLER CROCKER
District One

PETE VANDER POEL
District Two

AMY SHUKLIAN
District Three

J. STEVEN WORTHLEY
District Four

MIKE ENNIS
District Five

AGENDA DATE: October 9, 2018

Public Hearing Required	Yes	<input type="checkbox"/>	N/A	<input checked="" type="checkbox"/>
Scheduled Public Hearing w/Clerk	Yes	<input type="checkbox"/>	N/A	<input checked="" type="checkbox"/>
Published Notice Required	Yes	<input type="checkbox"/>	N/A	<input checked="" type="checkbox"/>
Advertised Published Notice	Yes	<input type="checkbox"/>	N/A	<input checked="" type="checkbox"/>
County Counsel Sign-Off	Yes	<input checked="" type="checkbox"/>	N/A	<input type="checkbox"/>
Meet & Confer Required	Yes	<input type="checkbox"/>	N/A	<input checked="" type="checkbox"/>
Electronic file(s) has been sent	Yes	<input checked="" type="checkbox"/>	N/A	<input type="checkbox"/>
Budget Transfer (Aud 308) attached	Yes	<input type="checkbox"/>	N/A	<input checked="" type="checkbox"/>
Personnel Resolution attached	Yes	<input type="checkbox"/>	N/A	<input checked="" type="checkbox"/>
Agreements are attached and signature line for Chairman is marked with tab(s)/flag(s)	Yes	<input checked="" type="checkbox"/>	N/A	<input type="checkbox"/>
CONTACT PERSON: Celeste Perez PHONE: (559) 624-7010				

SUBJECT: First Amendment to Agreement No. 26848 with Dokken Engineering for the Bear Creek Road over Rancheria Creek Bridge Project

REQUEST(S):

That the Board of Supervisors:

1. Approve the First Amendment to Agreement No. 26848 with Dokken Engineering, effective October 9, 2018, to increase the original contract amount by \$66,801.59, and to extend the term of the agreement through December 31, 2020, for Environmental Construction Support Services for the Bear Creek Road over Rancheria Creek Bridge Project; and
2. Authorize the Chairman to sign the First Amendment to Agreement No. 26848.

SUMMARY:

On November 5, 2013, Tulare County received federal authorization to proceed with the engineering and environmental document phase for the Bear Creek Road over Rancheria Creek Bridge Project (Br. No. 46C-0162). On October 28, 2014, your Board approved an initial contract with Dokken Engineering to provide professional environmental consulting services for this project (Tulare County Agreement No. 26848), see Attachment B. As the project is now ready for construction, staff is requesting approval of an amendment to the contract to allow for services during construction.

The existing bridge over Rancheria Creek was constructed in 1954 and qualifies to

SUBJECT: First Amendment to Agreement No. 26848 with Dokken Engineering for the Bear Creek Road over Rancheria Creek Bridge Project

DATE: October 9, 2018

receive federal funding for replacement because the existing single lane bridge is fracture critical and too narrow, thus not meeting current design standards for bridge width. The bridge is located approximately 3.5 miles east of Balch Park Road, northeast of the community of Springville.

The County, in cooperation with the California Department of Transportation (Caltrans), proposes to replace the existing structure with an approximately 72-foot long by 30-foot wide, two lane, clear-span post-tensioned voided concrete flat slab bridge. The new structure, designed to meet current engineering standards, will accommodate two 10-ft lanes with 3-ft shoulders and will be constructed on an alignment about 12 feet north of the existing bridge alignment. To accommodate the slight shift in roadway alignment, Bear Creek Road will be repaved approximately 150 feet west and 210 feet east of the bridge limits. The replacement bridge will be assembled in multiple stages to eliminate the need for a lengthy detour and limit impacts to local residents and businesses.

The Federal Highway Administration (FHWA) has delegated authority for administering the Highway Bridge Program (HBP) funds in California to Caltrans. As such, the selected alternative for this project must meet Caltrans and FHWA requirements.

On July 24, 2018, Tulare County received federal authorization to proceed with the construction phase of this project, granting County staff ability to procure all required services related to construction. This contract amendment includes the additional scope and fee required by Dokken Engineering to perform environmental construction support services prior, during and following construction of the new bridge. Services include pre-construction surveys, environmental monitoring, environmental awareness training, and preparation/completion of the Environmental Commitment Record (ECR).

The amendment will increase the contract amount by \$66,801.59 to cover all previously described changes to the original project scope, bringing the new not to exceed dollar amount for services by Dokken Engineering, to \$229,801.59.

The additional items of work identified under this agreement amendment will be performed under the same terms and conditions as in the original agreement, unless otherwise stated.

FISCAL IMPACT/FINANCING:

There will be No Net County Cost.

Due to lack of available Highway Bridge Program (HBP) construction funds, combined with the need to start this project as soon as possible and minimize multi-year construction season impacts to residents and tourists, the County will be using Advance Construction (AC) funding mechanism. AC is one of the programming tools established by the HBP to allow local agencies to expedite project construction

SUBJECT: First Amendment to Agreement No. 26848 with Dokken Engineering for the Bear Creek Road over Rancheria Creek Bridge Project

DATE: October 9, 2018

in advance of federal funding appropriations. Although AC funding guidelines require that Tulare County may need to front all construction costs prior to federal funding appropriation, staff anticipates receiving funds around November 2018. Once the funds are available the County may begin seeking federal reimbursement, therefore County Road Fund accruals should be limited. Note that AC procedures have successfully been used on previous Tulare County bridge projects (M319 South Fork Kaweah River Bridge and Road 182 Deep Creek Bridge).

The initial contract with Dokken Engineering for the Bear Creek Road over Rancheria Creek Bridge Project was approved by your Board in the amount of \$163,000 (Tulare County Agreement No. 26848).

The additional environmental construction support services, in the amount of \$66,801.59, will be fully funded by the Federal Highway Administration (FHWA) through the Highway Bridge Program (HBP) with the use of "toll credits."

LINKAGE TO THE COUNTY OF TULARE STRATEGIC BUSINESS PLAN:

Safety and Security and Economic Well Being – This project will enhance the safety and security of the public by improving the transportation infrastructure for both the general population in the region and the motorists using this facility.

ADMINISTRATIVE SIGN-OFF:



Reed Schenke, P.E.
Director

RS:jv

cc: County Administrative Office

Attachment(s): Attachment A – First Amendment to Agreement No. 26848 with Dokken Engineering for the Bear Creek Road over Rancheria Creek Bridge Project
Attachment B – Original Agreement (Agreement No. 26848) with Dokken Engineering for the Bear Creek Road over Rancheria Creek Bridge Project

Attachment A

**First Amendment to Agreement
No. 26848 with Dokken
Engineering for the Bear Creek
Road over Rancheria Creek
Bridge Project**

**FIRST AMENDMENT TO
TULARE COUNTY AGREEMENT NO. 26848**

THIS FIRST AMENDMENT (“Amendment”) to Tulare County Agreement Number 26848 (the “Agreement”) is entered into by and between the **COUNTY OF TULARE** (“COUNTY”) and **DOKKEN ENGINEERING** (“CONSULTANT”) as of _____, with reference to the following:

- A. The COUNTY and CONSULTANT entered into the Agreement on October 28, 2014, for the purpose of providing professional environmental consultant services; and
- B. COUNTY and CONSULTANT now wish to amend the Agreement in order to increase the amount of compensation provided to CONSULTANT for additional services rendered to the COUNTY.

ACCORDINGLY, COUNTY and CONSULTANT agree as follows:

1. Section 2, “TIME FOR PERFORMANCE/TERM” of this Agreement is hereby revised to read as follows:

Time is of the essence in this Agreement. The services as described in Exhibit A and Exhibit A-1, will commence within five days of receipt of a written notice to proceed issued following acceptance of this Agreement by COUNTY. This Agreement shall terminate on December 31, 2020. Mutually acceptable changes in the scope, character, or complexity of the work, if such changes become desirable or necessary as the work progresses, will be accommodated by a supplemental agreement. An appropriate extension of time may be made in the form of a supplemental agreement in case of unavoidable delays. Corresponding warranted adjustments in payment will be made based upon the incorporated rate schedule. CONSULTANT is advised that any recommendation for contract award is not binding on COUNTY until the contract is fully executed and approved by COUNTY.

2. Section 3 (f) “COMPENSATION for Additional Services” of the Agreement is hereby added to include the following language:

SIXTY-SIX THOUSAND EIGHT HUNDRED ONE DOLLARS AND FIFTY-NINE CENTS (\$66,801.59) shall be added to the compensation owed to CONSULTANT to cover additional services provided by the CONSULTANT that were not included in the Agreement. The total compensation from the COUNTY to the CONSULTANT for all services under the Agreement shall not exceed the sum of TWO HUNDRED TWENTY-NINE THOUSAND EIGHT HUNDRED ONE DOLLARS AND FIFTY-NINE CENTS (\$229,801.59). Exhibit A-1, “Additional Scope of Work” and Exhibit B-1, “Cost Summary” show the additional work provided by the CONSULTANT and the additional compensation owed to the CONSULTANT. These exhibits are incorporated herein by reference.

3. Tulare County Agreement Number 26848 is hereby amended to include Exhibit A-1, “Additional Scope of work”. Exhibit A-1 details extra services that CONSULTANT has agreed to provide. Exhibit A-1 is incorporated by reference into Tulare County Agreement Number 26848.

4. Tulare County Agreement Number 26848 is hereby amended to include Exhibit B-1 “Cost Summary”. Exhibit B-1 details the payment for the extra services CONSULTANT has agreed to provide. Exhibit B-1 is incorporated by reference into Tulare County Agreement Number 26848.

5. This First Amendment becomes effective as of October 9, 2018.

6. Except as provided above, all other terms and conditions of the Agreement shall remain in full force and effect.

**FIRST AMENDMENT TO
TULARE COUNTY AGREEMENT NO. 26848**

THE PARTIES, having read and considered the above provisions, indicate their agreement by their authorized signatures below.

DOKKEN ENGINEERING

Date 24 Sept 18

By  CEO

Print Name Richard A. Dokken

Title CEO

Date Sept 24, 2018

By 

Print Name Cathy Chan

Title Secretary

[Pursuant to Corporations Code section 313, County policy requires that contracts with a Corporation be signed by both (1) the chairman of the Board of Directors, the president or any vice-president (or another officer having general, operational responsibilities), and (2) the secretary, any assistant secretary, the chief financial officer, or any assistant treasurer (or another officer having recordkeeping or financial responsibilities), unless the contract is accompanied by a certified copy of a resolution of the corporation's Board of Directors authorizing the execution of the contract. Similarly, pursuant to California Corporations Code section 17703.01, County policy requires that contracts with a Limited Liability Company be signed by at least two managers, unless the contract is accompanied by a certified copy of the articles of organization stating that the LLC is managed by only one manager.]

COUNTY OF TULARE

Date _____

By _____
Chairman, Board of Supervisors

ATTEST: MICHAEL C. SPATA
County Administrative Officer/Clerk of the Board
of Supervisors of the County of Tulare

By _____
Deputy Clerk

Approved as to Form:
County Counsel

By 
Deputy

Exhibit A - 1

Additional Scope of Work



Bear Creek Road over Rancheria Creek Bridge Replacement

ENVIRONMENTAL SCOPE OF SERVICES – CONSTRUCTION SUPPORT

Dokken Engineering will incorporate all conditions promised in the environmental document and agency permits/agreements into the final constructed project in a manner that allows construction work to progress smoothly while avoiding delays or change orders.

Dokken Engineering will perform all environmental construction support and coordination, which will include the following:

TASK 1.0 PRE-CONSTRUCTION SERVICES

TASK 1.1 Pre-Construction Biology Surveys

Dokken Engineering's qualified project biologists will conduct pre-construction surveys for potential rare, listed, or other sensitive species within 30 days prior to the commencement of project activities (condition 2.3(a) of the 1602 Streambed Alteration Agreement). If any protected species are found that could be impacted, Dokken Engineering will notify the County and the California Department of Fish and Wildlife (CDFW). Results of the pre-construction biology surveys will be summarized in a memorandum and submitted to CDFW.

Task 1.2 Pre-Construction Bat and Amphibian Surveys

Dokken Engineering and subconsultant H.T. Harvey and Associates (HTH) will utilize their qualified bat biologists to conduct a pre-construction bat surveys within 14 days prior to Project activity. The scope includes a night survey of up to 3 suitable habitat trees if found within the Project area and 100-foot buffer. If suitable habitat is detected on additional trees and the biologist is unable to observe all potentially suitable roosting trees in three evenings, additional budget may be required to complete this task.

Additionally, HTH will provide a qualified amphibian biologist for foothill yellow-legged frog (FYLF) pre-construction survey within 48 hours prior to commencing ground disturbing activities. If FYLF are identified, CDFW will be contacted immediately and a Section 2081 State Incidental Take Permit may be necessary prior to proceeding with the Project. (This scope does not include securing an Incidental Take Permit.)

Results of the pre-construction bat and amphibian surveys will be summarized in a memorandum and submitted to CDFW.

TASK 1.3 Pre-Construction Vegetation and Tree Removal Monitoring

Bat Habitat Trees

The project's Natural Environment Study documented that there are potentially suitable bat roosting trees within the project area. Prior to tree removal, trees containing potential day roosts, identified as "habitat trees, will be trimmed with initial supervision by Dokken Engineering biologists. Trimmed habitat trees will be removed the next day to prevent re-occupation of trimmed trees. All non-habitat trees adjacent to and/or surrounding habitat trees



(including branches and small limbs containing no potential suitable habitat), as identified by the Project biologist, will be removed/trimmed on the first of the two days using hand tools.

Foothill Yellow-Legged Frog Vegetation Removal

Dokken Engineering biologists will monitor all hand trimming removal of vegetation within the ordinary high-water mark of the creek.

TASK 1.4 Rare Plant Relocation (Munz's iris)

Dokken Engineering biologists will monitor the Contractor's excavation and transplanting of Munz' iris according to the Munz' Iris Relocation Plan dated July 1, 2016 that was submitted to CDFW in the Project notification materials. Dokken Engineering will monitor the progress of the relocation during Project site visits, and provide a Relocation Report one year following the transplanting to summarize the establishment of plants.

TASK 2.0 CONSTRUCTION MONITORING SERVICES

Task 2.1 Construction Monitoring

In addition to preconstruction surveys, construction monitoring will be conducted monthly (at a minimum) throughout construction. Special focus will be given to ESA fencing installation and ground disturbing construction activities. Dokken Engineering will notify agencies of the start of construction and the results of the preconstruction surveys. Periodic monitoring for sensitive species will be conducted for the duration of work. Should a protected wildlife species be found during these monitoring efforts, Dokken Engineering will coordinate with the Resident Engineer and appropriate wildlife agencies.

TASK 2.2 Environmental Awareness Trainings

Dokken Engineering's biologists will conduct environmental awareness trainings at the onset and during construction to inform project proponents and personnel of pertinent commitments outlined in the Environmental Commitment Record (ECR). Environmental trainings will include specific project information for each resource and will be given in accordance with the appropriate agency standards. A training video can be provided if desired by the County. Dokken Engineering will submit documentation of the employee environmental awareness training to CDFW pursuant to measure 4.2 of the 1602 Streambed Alteration Agreement.

Task 2.3 Environmental Commitment Record (ECR) Compliance

A biologist will implement and/or ensure compliance with measures of the project's ECR. The ECR is a compilation of Environmental Document and agency permit commitments that the County is obligated to implement to receive project approval. An environmental planner will update the ECR to include all agency and environmental document commitments which will be signed off as each measure is complied with. Throughout construction, the project biologist will monitor the site to ensure project proponents are complying with all ECR measures and will coordinate with the Resident Engineer to remediate any potential noncompliance. At project completion, the bound and signed ECR document will be provided to the County as a record of project compliance.



Task 2.4 Agency Coordination

Dokken Engineering's environmental team will conduct ongoing coordination with the agencies involved with the project to notify them of key work activities, ensure they receive requested project materials (e.g. work schedules, stream diversion/dewatering plans, seed mixtures, etc.) and to address any questions/concerns they may have.

Task 2.5 Nesting Bird Surveys (OPTIONAL)

Construction is anticipated to be initiated outside of the bird nesting season (February 15 – September 15). However, should project activities begin during the nesting season or should a nesting survey be required, Dokken Engineering's qualified biologists will survey for nesting swallows, raptors, and migratory nesting birds. Surveys will be consistent with agency approved survey methods; the survey will cover a 500-ft radius for raptors and a 250-ft radius for all other birds. Should any swallows, raptors, or migratory nesting birds be found during preconstruction survey efforts, Dokken Engineering will coordinate with the appropriate agencies. This scope does not include the installation of exclusionary devices. Results of the nesting bird surveys will be summarized in a memorandum and submitted to CDFW.

Task 3.0 MITIGATION SUPPORT SERVICES

Task 3.1 Off-site Mitigation Coordination

Dokken Engineering will continue coordination with Sequoia Riverlands Trust, the California Department of Fish and Wildlife (CDFW), and Tulare County to ensure successful (and agency accepted) mitigation required for project impacts to trees and waters of the state. Once the Final Revegetation Plan is complete, Dokken Engineering will continue coordination with Sequoia Riverlands Trust to obtain a total mitigation fee for the Bear Creek Project (this will include the mitigation efforts along with the monitoring and reporting required for 5 years).

Task 3.2 Final Revegetation Plan

Pursuant to condition 3.1 of the project's 1602 Streambed Alteration Agreement, Dokken Engineering will prepare a Final Revegetation Plan for the off-site mitigation that will be taking place at Sequoia Riverlands Trust's Blue Oak Ranch Preserve. The Final Revegetation Plan will outline the following information: species to be planted, sourcing options for the plant materials, number and size of plants, timing for planting, irrigation methods and frequencies, monitoring methods, weed control methods, success criteria, reporting requirements, and ideas to fix problems that may occur. The Final Revegetation Plan will be submitted to Tulare County and Sequoia Riverlands for review and comment and will be revised. Once Tulare County and Sequoia Riverlands approve the plan, Dokken Engineering will submit it to CDFW for review and approval (no less than 30 days prior to construction). Dokken Engineering will review the plan per CDFW comments and will work with all agencies until the plan satisfies all involved parties.

Exhibit B - 1
Cost Summary



ESTIMATED LABOR HOURS & COST

Environmental Construction Support
Bear Creek Road over Rancheria Creek Bridge Replacement

July 18, 2018

TASK DESCRIPTION	DOKKEN ENGINEERING						H.T. HARVEY and ASSOCIATES								GRAND TOTAL (HOURS)	GRAND TOTAL COSTS	
	NAAMAT HOSEINON GA/OC	SABAH HOUR Environmental Manager	STAFF Associate Biologist	STAFF Biologist	TOTAL HOURS	TOTAL COST	PON DUKE Principal Wildlife Ecologist	DAVE JOHNSON Associate Wildlife Ecologist	KW BROWN Senior Wildlife Ecologist	JEFF WILKINSON Senior Herpetologist	JESSICA HUGHES Technical Editor	STAFF GIS Analyst	STAFF Technical Support	TOTAL HOURS			TOTAL COST
	\$232.50	\$156.93	\$122.06	\$98.81			\$374.00	\$173.00	\$130.00	\$150.00	\$102.00	\$102.00	\$82.00				
TASK 1.0 - PRE-CONSTRUCTION SERVICES		13	60	95	168	\$18,750.80	2	0.5	26	15	2	1	1	47.5	\$6,852.50	216	\$25,603.30
1.1 Pre-Construction Biology Surveys		3	10	22	35	\$3,865.250										35	\$3,865.25
1.2 Pre-Construction Bat and Amphibian Survey		3	10	15	28	\$3,173.570	2	0.5	26	15	2	1	1	47.5	\$6,852.50	76	\$10,026.07
1.3 Pre-Construction Vegetation and Tree Removal		2	10	38	50	\$5,289.280										50	\$5,289.28
1.4 Rare Plant Relocation (Munz's Iris)		5	30	20	55	\$6,422.700										55	\$6,422.70
TASK 2.0 - CONSTRUCTION MONITORING SERVICES	4	36	110	115	265	\$31,369.52										265	\$31,369.52
2.1 Construction Monitoring	2	15	40	40	97	\$11,653.86										97	\$11,653.86
2.2 Environmental Awareness Training		4	15	30	49	\$5,422.97										49	\$5,422.97
2.3 Environmental Commitments Record (ECR) Compliance	1	4	25	25	55	\$6,382.02										55	\$6,382.02
2.4 Agency Coordination	1	8	15	5	29	\$3,812.93										29	\$3,812.93
2.5 Nesting Bird Surveys (OPTIONAL)		5	15	15	35	\$4,097.74										35	\$4,097.74
TASK 3.0 - MITIGATION SUPPORT SERVICES		12	23	52	87	\$9,828.77										87	\$9,828.77
3.1 Off-Site Mitigation Coordination		4	8	10	22	\$2,592.33										22	\$2,592.33
3.2 Final Revegetation Plan		8	15	42	65	\$7,236.44										65	\$7,236.44
TOTAL BASE HOURS	4	56	178	247	485		2	1	26	15	2	1	1	47.5		533	
TOTAL BASE COST	\$929.98	\$8,788.35	\$21,726.75	\$24,406.27		\$55,851.35	\$748.00	\$86.50	\$3,380.00	\$2,250.00	\$204.00	\$102.00	\$82.00		\$6,852.50		\$62,703.85
TOTAL HOURS w/ OPTIONAL TASK	4	61	193	262	520		2	1	26	15	2	1	1	47.5		568	
TOTAL COST w/ OPTIONAL TASK	\$929.98	\$9,573.02	\$23,557.66	\$25,888.43		\$59,949.09	\$748.00	\$86.50	\$3,380.00	\$2,250.00	\$204.00	\$102.00	\$82.00		\$6,852.50		\$66,801.59

COST PROPOSAL
Environmental Construction Support
Bear Creek Road over Rancheria Creek Bridge Replacement
County of Tulare

CONSULTANT: H.T. Harvey and Associates

DATE: July 18, 2018

DIRECT LABOR

<u>Name</u>	<u>Role</u>	<u>Hours</u>	<u>Rate</u>	<u>Total</u>
RON DUKE	Principal; Wildlife Ecology	2.0	\$374.00	\$748.00
DAVE JOHNSON	Associate Wildlife Ecologist	0.5	\$173.00	\$86.50
KIM BRIONES	Senior Wildlife Ecologist	26.0	\$130.00	\$3,380.00
JEFF WILKINSON	Senior Herpetologist	15.0	\$150.00	\$2,250.00
JESSICA HUGHS	Technical Editor	2.0	\$102.00	\$204.00
STAFF	GIS Analyst	1.0	\$102.00	\$102.00
STAFF	Technical Support	1.0	\$82.00	\$82.00
				\$0.00
				\$0.00
		47.5		

TOTAL - Direct Labor **\$6,852.50**

FRINGE AND INDIRECT COSTS

	<u>Rate</u>	<u>Total</u>
• Combined Indirect Cost Rate (ICR)	0.00%	\$0.00
• Overhead		\$0.00
• General and Administrative		\$0.00
Total Fringe + Indirect Costs	0.00%	\$0.00

TOTAL - Indirect Labor **\$0.00**

OTHER COSTS (ACTUAL COSTS)

- None
- Appraisals
- TCE Negotiations
- Potholing

TOTAL - Other Costs **\$0.00**

FEE (0.00%)

TOTAL - Fee **\$0.00**

SUBCONTRACTOR COSTS

Total
\$0.00

Total Subconsultant Costs **\$0.00**

TOTAL COST - NOT TO EXCEED* **\$6,852.50**

Attachment B

Original Agreement
(Agreement No. 26848) with
Dokken Engineering for the
Bear Creek Road over
Rancheria Creek Bridge Project

BEFORE THE BOARD OF SUPERVISORS COUNTY OF TULARE, STATE OF CALIFORNIA

IN THE MATTER OF AGREEMENT WITH)
DOKKEN ENGINEERING FOR THE) Resolution No. 2014-0778
RANCHERIA CREEK BRIDGE PROJECT) Agreement No. 26848

UPON MOTION OF SUPERVISOR ENNIS, SECONDED BY SUPERVISOR VANDER POEL, THE FOLLOWING WAS ADOPTED BY THE BOARD OF SUPERVISORS, AT AN OFFICIAL MEETING HELD OCTOBER 28, 2014, BY THE FOLLOWING VOTE:

AYES: SUPERVISORS ISHIDA, VANDER POEL, COX, WORTHLEY AND ENNIS
NOES: NONE
ABSTAIN: NONE
ABSENT: NONE



ATTEST: JEAN M. ROUSSEAU
COUNTY ADMINISTRATIVE OFFICER/
CLERK, BOARD OF SUPERVISORS

BY: *Damian A. Ybana*
Deputy Clerk

1. Approved an Agreement with Dokken Engineering in the amount of \$163,000 to provide Professional Environmental Consulting Services for the Rancheria Creek Bridge Project; and
2. Authorized the Chairman to sign the Agreement after review and approval as to form by County Counsel.

RMA
Co. Counsel
Auditor

DAY
10/28/14

**BEAR CREEK ROAD OVER RANCHERIA CREEK BRIDGE PROJECT
AGREEMENT FOR PROFESSIONAL ENVIRONMENTAL CONSULTING SERVICES**

THIS AGREEMENT, is entered into as of October 28, 2014, between the COUNTY OF TULARE, referred to as "County", Dokken Engineering referred to as "Consultant", incorporated within the State of California in _____, with reference to the following:

A. County has requested proposals for professional environmental engineering consulting services for a proposed bridge project on Bear Creek Road over Rancheria Creek. These consulting services are to include environmental engineering as described per Exhibit A, to the satisfaction of the County, State, Federal Highway Administration (FHWA) and other jurisdictional agencies. Consultant shall document the results of the work to the satisfaction of the County, the State and FHWA. This may include preparation of progress and final reports or similar evidence of attainment of the agreement objectives.

B. Consultant's response indicates that it possesses the professional qualifications, relevant experience and demonstrated competence to provide such services.

ACCORDINGLY, IT IS AGREED:

1. SERVICES. Consultant will provide professional engineering services, more particularly described in Exhibit A ("Scope of Work"). All work performed and billed to the County by the Consultant shall be grant eligible in accordance with the Caltrans Local Assistance Procedures Manual (LAPM), unless otherwise directed by the County, in writing.

2. TIME FOR PERFORMANCE/TERM. Time is of the essence in this Agreement. The services as described in Exhibit A, will commence within five days of receipt of a written notice to proceed issued following acceptance of this Agreement by the County. This agreement shall terminate on December 31, 2018. Mutually acceptable changes in the scope, character, or complexity of the work if such changes become desirable or necessary as the work progresses will be accommodated by a supplemental agreement. An appropriate extension of time may be made in the form of a supplemental agreement in case of unavoidable delays. Corresponding warranted adjustments in payment will be made based upon the incorporated rate schedule.

3. COMPENSATION.

- a. The County shall reimburse the Consultant for the hours worked at the rates specified in the Consultant's Cost Proposal, Exhibit B. The specified hourly rates shall include direct salary costs, employee benefits, overhead, and fee.
- b. In addition, the Consultant will be reimbursed for incurred direct costs as identified in the Scope of Work, Exhibit A, and the Cost Proposal, Exhibit B.
- c. No additional compensation will be paid to the Consultant, unless there is a change in the scope of the work or the scope of the project. In the instance of a change in the scope of the work or the scope of the project, adjustment to the fee will be negotiated between the Consultant and County. Adjustment in the fee will not be effective until authorized by contract amendment and approved by the County.
- d. The Consultant shall not commence performance of work or services until this contract has been approved by County, and a notification to proceed has been issued. No payment will be made for any work performed prior to receiving a notification to proceed.
- e. The total amount payable by the County for services identified in Exhibit A and Exhibit B shall not exceed \$163,000 (One hundred sixty three thousand dollars).

If Consultant fails to submit required deliverable items according to the schedule set forth in the Scope of Work, County shall have the right to delay payment or terminate this Contract in accordance with the provisions of this agreement.

It is agreed that Federal Acquisition Regulations in 48 CFR 31 are the governing factors regarding allowable elements of cost.

49 CFR, Part 18, Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local governments shall be complied with.

Any cost for which payment has been made to Consultant that are determined by subsequent audit to be unallowable under 48 CFR, Federal Acquisition Regulations System, Chapter 1, Part 31 et seq., or 49 CFR, Part 18, Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments, will be repaid by the Consultant to the State.

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

4. PAYMENT. No sooner than the 10th day of each calendar month, Consultant will submit to the Resource Management Agency, Attn: Contract Administrator, a detailed invoice for services rendered under this Agreement during the previous calendar month. Consultant will be deemed to have waived all rights to compensation for any services not billed within 90 days after the month in which the services were provided. Invoices shall detail the work performed on each milestone, on each project as applicable and shall provide total contract recap of prior invoices, current invoice, and contract balance. Invoices shall reference this agreement number and the project title. Consultant shall not commence performance of work or services until this agreement has been approved by the County, and a notification to proceed has been issued. No payment will be made for any work performed prior to receiving the notification to proceed.

5. COMPLIANCE WITH LAW. Consultant will provide the services called for under this Agreement in accordance with applicable Federal, State, and local laws, regulations and directives. With respect to Consultant's employees, Consultant will comply with all laws and regulations pertaining to wages and hours (including prevailing wage rates where applicable), state and federal income tax, unemployment insurance, Social Security, disability insurance, workers' compensation insurance, and discrimination in employment.

6. RECORDS. Consultant will maintain complete and accurate records with respect to the services rendered and the costs incurred under this Agreement, including records with respect to any payments to employees or subcontractors. These records shall be retained by the Consultant for inspection by the County, State, FHWA, or duly authorized representatives. All such records will be prepared in accordance with generally accepted accounting procedures, will be clearly identified, and will be kept readily accessible. Upon request, Consultant will make such records available for inspection by the County, State, FHWA, or duly authorized representative for the purpose of auditing and/or copying such records during the agreement period and continuing for a period of five (5) years from the date of final payment under this Agreement.

7. INDEPENDENT CONTRACTOR STATUS. Consultant will perform all services required under this Agreement as an independent contractor. Nothing in this Agreement may be construed to constitute Consultant or any of its agents, employees or officers as employees or officers of County. Consultant agrees to advise everyone it assigns or hires to perform any duty under this agreement that they are not employees of County. Consultant will be solely

responsible for determining the means and methods of performing the specified services, and County will have no right to control or exercise any supervision over Consultant as to how the services will be performed. County will not:

- a. Withhold FICA (Social Security) from Consultant's payments.
- b. Make state or federal unemployment insurance contributions on Consultant's behalf.
- c. Withhold state or federal income tax from payments to Consultant.
- d. Make disability insurance contributions on behalf of Consultant.
- e. Obtain unemployment compensation insurance on behalf of Consultant.

Notwithstanding this independent contractor relationship, County reserves the right to monitor and evaluate the performance of Consultant for the purpose of assuring compliance with this Agreement.

8. NON-ASSIGNABILITY. Unless otherwise provided in this Agreement, County is relying on the personal skill and expertise of Consultant and no part of this Agreement may be assigned by Consultant, except that services may be subcontracted to reputable and qualified subcontractors as otherwise provided for in this agreement. Subcontracts exceeding \$25,000 in cost shall contain all provisions of this agreement. Any substitution of subconsultants must first be approved in writing by the County's Contract Administrator.

9. INSURANCE. Prior to approval of this agreement by the COUNTY, consultant shall file with the Resource Management Agency, evidence of the insurance in accordance with Exhibit C attached, which outlines the minimum scope, specifications and limits of insurance required under this contract. Additional insured endorsements required as outlined in Exhibit C shall not be used to reduce limits available to County as an additional insured from the Contactor's full policy limits. Insurance policies shall not be used to limit liability or to limit the indemnification provisions and requirements of this contract or act in any way to reduce the policy coverage and limits available from the insurer (s). Failure to maintain or renew coverage, or to provide evidence of renewal, may be considered a material breach of this agreement.

10. INDEMNIFICATION: Consultant shall hold harmless, defend and indemnify County, its agents, officers and employees from and against any liability, claims, actions, costs, damages or losses of any kind, including death or injury to any person and/or damage to property arising out of the willful misconduct, or the negligent acts or omissions, of Consultant or its agents, officers and employees under this agreement. This indemnification specifically includes any claims that may be made against County by any taxing authority asserting that an employer-employee relationship exists by reason of this Agreement, any claims made against County

alleging civil rights violations by Consultant under Government Code sections 12920 et seq. (California Fair Employment and Housing Act). The indemnification obligation shall continue beyond the term of this Agreement as to any willful misconduct, errors, omissions, or negligent acts occurring under this Agreement or any extension of this Agreement.

11. TERMINATION. The right to terminate this Agreement under this provision may be exercised without prejudice to any other right or remedy to which the terminating party may be entitled at law or under this Agreement.

(a) Without Cause: County will have the right to terminate this Agreement without cause by giving thirty (30) days prior written notice of intention to terminate pursuant to this provision, specifying the date of termination. County will pay to the Consultant the compensation earned for work performed and not previously paid for to the date of termination. County will not pay lost anticipated profits or other economic loss. The payment of such compensation is subject to the restrictions on payment of compensation otherwise provided in this Agreement, and is conditioned upon receipt from Consultant of any and all plans, specifications and estimates, and other documents prepared by Consultant in accordance with this Agreement. No Sanctions will be imposed.

(b) With Cause: This Agreement may be terminated by either party should the other party:

- (1) be adjudged a bankrupt, or
- (2) become insolvent or have a receiver appointed, or
- (3) make a general assignment for the benefit of creditors, or
- (4) suffer any judgment which remains unsatisfied for 30 days, and which would substantively impair the ability of the judgment debtor to perform under this Agreement, or
- (5) materially breach this Agreement.

In addition, County may terminate this Agreement based on:

- (6) material misrepresentation, either by Consultant or anyone acting on Consultant's behalf, as to any matter related in any way to County's retention of Consultant, or
- (7) other misconduct or circumstances which, in the sole discretion of the County, either impair the ability of Consultant to competently provide the services

under this Agreement, or expose the County to an unreasonable risk of liability.

County will pay to the Consultant the compensation earned for work performed and not previously paid to the date of termination. The payment of such compensation is subject to the restrictions on payment of compensation otherwise provided in this Agreement, and is conditioned upon receipt from Consultant of any and all reports and other documents prepared by Consultant by the date of termination in accordance with this Agreement. County will not pay lost anticipated profits or other economic loss, nor will the County pay compensation or make reimbursement to cure a breach arising out of or resulting from such termination. If this Agreement is terminated and the expense of finishing the Consultant's scope of work exceeds the unpaid balance of the agreement, the Consultant must pay the difference to the County. Sanctions taken will be possible rejection of future proposals based on specific cause of non performance.

(c) Effects of Termination: Expiration or termination of this Agreement shall not terminate any obligations to indemnify, to maintain and make available any records pertaining to the Agreement, to cooperate with any audit, to be subject to offset, or to make any reports of pre-termination contract activities. Where Consultant's services have been terminated by the County, said termination will not affect any rights of the County to recover damages against the Consultant.

(d) Suspension of Performance: Independent of any right to terminate this Agreement, the authorized representative of County for which Consultant's services are to be performed, may immediately suspend performance by Consultant, in whole or in part, in response to health, safety or financial emergency, or a failure or refusal by Consultant to comply with the provisions of this Agreement, until such time as the cause for suspension is resolved, or a notice of termination becomes effective.

12. ENTIRE AGREEMENT REPRESENTED. This Agreement represents the entire agreement between Consultant and County as to its subject matter and no prior oral or written understanding shall be of any force or effect. No part of this Agreement may be modified without the written consent of both parties.

13. HEADINGS. Section headings are provided for organizational purposes only and do not in any manner affect the scope, meaning or intent of the provisions under the headings.

14. NOTICE. Except as may be otherwise required by law, any notice to be given must be written and must be either personally delivered, sent by facsimile transmission or sent by first class mail, postage prepaid and addressed as follows:

County:

Tulare County Resource Management Agency
Attention: Benjamin Ruiz Jr., Contract Administrator
5961 South Mooney Boulevard
Visalia, CA 93277

Fax No.: (559) 730-2653 Confirming No.: (559) 624-7000,
Email: bruiz@co.tulare.ca.us.

Consultant:

Dokken Engineering
Attn: Sarah Holm
110 Blue Ravine Road Suite 200
Folsom, CA 95630

Confirming No.: (916) 858-0642
Confirming Fax: (916) 990-3034
Email: sarahholm@dokkenengineering.com

Notice delivered personally or sent by facsimile transmission is deemed to be received upon receipt. Notice sent by first class mail will be deemed received on the fourth day after the date of mailing. Either party may change the above address by giving written notice pursuant to this paragraph. The above stated Consultant address is to be the main working office location for the duration of this agreement.

15. CONSTRUCTION. This Agreement reflects the contributions of both parties and accordingly the provisions of Civil Code section 1654 will not apply to address and interpret any uncertainty.

16. NO THIRD PARTY BENEFICIARIES INTENDED. Unless specifically set forth, the parties to this Agreement do not intend to provide any other party with any benefit or enforceable legal or equitable right or remedy. The Consultant warrants that he/she has not employed or retained any company or person, other than a bona fide employee working for the consultant, to solicit or secure this agreement, and that he/she 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, the 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 County warrants that they have not required the Consultant to employ or retain any company or person, or to pay or agree to pay any firm, person or organization, any fee, contribution donation or consideration of any land, contingent upon or resulting from the award or formation of this agreement.

17. JURISDICTION/VENUE. This Agreement will be interpreted and governed under the laws of the State of California without reference to California conflicts of law principles.

18. WAIVERS. The failure of either party to insist on strict compliance with any provision of this Agreement will not be considered a waiver of any right to do so, whether for that breach or any subsequent breach. The acceptance by either party of either performance or payment will not be considered to be a waiver of any preceding breach of the Agreement by the other party.

19. EXHIBITS AND RECITALS. The Recitals and the Exhibits to this Agreement are fully incorporated into and are integral parts of this Agreement.

20. CONFLICT WITH LAWS OR REGULATIONS/SEVERABILITY. This Agreement is subject to all applicable laws and regulations. If any provisions of this Agreement are found by any court or other legal authority, or are agreed by the parties, to be in conflict with any code or regulation governing its subject, the conflicting provision will be considered null and void. If the effect of nullifying any conflicting provision is such that a material benefit of the Agreement to either party is lost, the Agreement may be terminated at the option of the affected party. In all other cases the remainder of the Agreement will continue in full force and effect.

21. FURTHER ASSURANCES. Each party agrees to execute any additional documents and to perform any further acts which may be reasonably required to effect the purposes of this Agreement.

22. ASSURANCES OF NON-DISCRIMINATION. Consultant will not discriminate in employment or in the provision of services on the basis of any characteristic or condition upon which discrimination is prohibited by state or federal law or regulation.

23. PROFESSIONAL STANDARDS. By submitting final documents for approval by County, Consultant represents that said documents are accurate. Consultant will be responsible to County for the professional quality, adequacy, and completeness of the services, studies, and reports provided, and represents that such services, studies and reports will be suitable for the intended purposes.

Consultant will perform the services provided in this Agreement in a manner consistent with the professional skill and care ordinarily exercised by expert members of the planning,

engineering, and environmental profession practicing in the State of California under similar conditions.

Where applicable and in accordance with California law, the responsible consultant/engineer shall sign and seal reports and engineering data furnished by him/her.

24. VITAL PERSONNEL. Personnel listed in Exhibit G are considered the vital personnel on the Consultant's project team. The Contract Administrator must be notified of any intended changes to the list and given an opportunity to object and to discuss any concerns or objections. Vital personnel are defined as any Consultant employee or Sub-Consultant that are authorized by Consultant to represent Consultant in dealings with the County.

25. COMPUTER SERVICES. The CONSULTANT shall provide computer services as shown in Exhibit H.

26. PATENT RIGHTS AND COPY RIGHTS. Applicable patent rights provisions described in 41 CFR 1-9.1 regarding rights to inventions shall apply to this agreement. The County may permit copyrighting reports or other agreement products. If copyrights are permitted, the agreement shall provide that the FHWA shall have the royalty-free non-exclusive and irrevocable right to reproduce, publish, or otherwise use, and to authorize others to use, the work for government purposes.

27. DBE PARTICIPATION REQUIREMENTS. The County has established a 0% participation goal for the participation of DBE's for this Agreement. The Consultant shall be fully informed respecting Part 26, Title 49, Code of Federal Regulations, which is incorporated by reference, and is urged to obtain DBE participation.

It is the policy of the 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. The Consultant shall ensure that certified DBE firms, as defined in said Code of Federal Regulations, have the maximum opportunity to participate in the performance of this Agreement and shall take all necessary and reasonable steps, as set forth in said Part 26, for such assurance. The Consultant shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of subconsultant. Failure to carry out the requirements of this paragraph shall constitute a breach of the Agreement and may result in termination of this Agreement or such other remedy the County may deem appropriate.

If DBE participation is obtained, the Consultant shall maintain records of all subconsultant agreements entered into with DBE subconsultants and records of materials purchased from DBE suppliers. Such records shall show each subconsultant's and vendor's name

and address and the actual dollars paid to each. Upon completion of the Agreement, a summary of these records shall be prepared, certified correct and submitted on the form "FINAL REPORT – UTILIZATION OF DISADVANTAGED BUSINESS ENTERPRISES (DBE), FIRST – TIER SUBCONTRACTORS" Form 17-F of the LAPM, or equivalent, by the Consultant to the County's Contract Administrator showing total dollars paid to each DBE subconsultant and supplier.

Any DBE firm working as a subconsultant under this Agreement must be responsible for the execution of a distinct element of the work and must carry out its responsibility by actually performing, managing, and supervising the work.

The Consultant shall make every reasonable effort to replace a certified DBE firm that is unable to perform the provisions of this contract with another certified DBE firm.

The "Notice To Proposers Disadvantaged Business Enterprise Information" (Exhibit 10-I of the LAPM) is included in this consultant contract.

28. OWNERSHIP OF DOCUMENTS. Tracings, plans, specifications, maps and reports prepared or obtained under the terms of this agreement shall be delivered to and become the property of the County, and that basic survey notes and sketches, charts, computations, and other data prepared or obtained under this agreement shall be made available, upon request, to the County without restriction or limitation on their use. County will indemnify and hold Consultant harmless for any reuse by County of documents produced under this agreement for any other projects without the written approval of Consultant. Final reports shall be provided to the County in hardcopy and in electronic Adobe Acrobat format. Other electronic files shall be provided in electronic format using standard software.

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

Prior to seeking authorization by the County's Contract Administrator for the purchase of any item, service or consulting work not covered in the Consultant's Cost Proposal and exceeding \$5,000, three competitive quotations must be submitted with the request, or the absence of bidding must be adequately justified.

Any equipment purchased as a result of this contract is subject to the following: "The Consultant shall maintain an inventory of all nonexpendable property. Nonexpendable property is defined as having a useful life of at least two years and an acquisition cost of \$5,000 or more.

If the purchased equipment needs replacement and is sold or traded in, the County shall receive a proper refund or credit at the conclusion of the contract, or if the contract is terminated, the Consultant may either keep the equipment and credit the County in an amount equal to its fair market value, or sell such equipment at the best price obtainable at a public or private sale, in accordance with established County procedures; and credit the County in an amount equal to the sales price. If the County elects to keep the equipment, fair market value shall be determined at the Consultant's expense, on the basis of a competent independent appraisal of such equipment. Appraisals shall be obtained from an appraiser mutually agreeable to by the County and the Consultant, if it is determined to sell the equipment, the terms and conditions of such sale must be approved in advance by the County. 49 CFR, Part 18 requires a credit to Federal funds when participating equipment with a fair market value greater than \$5000.00 is credited to the project.

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

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

Not later than 30 days after completion of all work under contract, the Consultant may request review by the County Board of Supervisors of unresolved claims or disputes, other than audit. The request for review will be submitted in writing.

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

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

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

The Consultant shall not comment publicly to the press or any other media regarding the contract or the County's actions on the same, except to the County's staff, Consultant's own personnel involved in the performance of this contract, at public hearings or in response to questions from Legislative committee.

The Consultant shall not issue any news release or public relations item of any nature, whatsoever, regarding work performed or to be performed under this contract without prior review of the contents thereof by the County and receipt of the County's written permission.

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

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

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

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

The Consultant hereby certifies that neither the Consultant, its employees, nor any firm affiliated with the Consultant providing services on this project will bid on any construction contract, or any contract to provide construction inspection 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 subconsultants who have provided design services in connection with this contract shall be eligible to bid on any construction contract, or any contract to provide construction inspection for any construction project resulting from this agreement.

33. REBATES, KICKBACKS OR OTHER UNLAWFUL CONSIDERATION. The consultant warrants that this contract was not obtained or secured through rebates, kickbacks or other unlawful consideration, either promised or paid to any County employee. For breach or violation of this warranty, 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; to deduct from the contract price; or otherwise recover the full amount of such rebate, kickback or other unlawful consideration.

34. PROHIBITION OF EXPENDING COUNTY, STATE OR FEDERAL FUNDS FOR LOBBYING. The Consultant certifies to the best of his or her knowledge and belief that:

a. No state, federal or County appropriated funds have been paid, or will be paid by-or-on behalf of the Consultant to any person for influencing or attempting to influence an officer or employee of any 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.

b. If any funds other than federal appropriated funds have been paid, or will be paid to any person for influencing or attempting to influence an officer or employee of any federal agency; a Member of Congress; an officer 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.

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

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

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

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

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

Consultant and subconsultants' contracts, including cost proposals and indirect cost rates (ICR), are subject to audits or reviews such as, but not limited to, a Contract Audit, an Incurred Cost Audit, an ICR Audit, or a certified public accountant (CPA) ICR Audit Workpaper Review. If selected for audit or review, the contract, cost proposal and ICR and related workpapers, if applicable, will be reviewed to verify compliance with 48 CFR, Part 31 and other related laws and regulations. In the instances of a CPA ICR Audit Workpaper Review it is Consultant's responsibility to ensure federal, state, or local government officials are allowed full access to the CPA's workpapers. The contract, cost proposal, and ICR shall be adjusted by Consultant and approved by County contract manager to conform to the audit or review recommendations. Consultant agrees that individual terms of costs identified in the audit report shall be incorporated into the contract by this reference if directed by County at its sole discretion. Refusal by Consultant to incorporate audit or review recommendations, or to ensure that the Federal, State, or local governments have access to CPA workpapers, will be considered a breach of contract terms and cause for termination of the contract and disallowance of prior reimbursed costs.

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

Consultant's personnel 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, including travel costs that are being paid for Consultant's personnel services under this contract.

Services of Consultant's personnel 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 contract in order to resolve the construction claims.

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

37. SAFETY. Consultant shall comply with OSHA regulations applicable to Consultant regarding necessary safety equipment or procedures. Consultant shall comply with safety instructions issued by County Safety Officer and other County representatives. Consultant

personnel shall wear hard hats and safety vests at all times while working on the construction project site.

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

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

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

38. 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.

39. 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.

40. STATEMENT OF COMPLIANCE. Consultant's signature affixed herein, and dated, shall constitute a certification under penalty of perjury under the laws of the State of California that Consultant has, unless exempt, complied with, the nondiscrimination program requirements of Government Code Section 12990 and Title 2, California Administrative Code, Section 8103.

41. DEBARMENT AND SUSPENSION. Consultants signature affixed herein, shall constitute a certification under penalty of perjury under the laws of the State of California, that Consultant has complied with Title 2 CFR Part 180, "OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (nonprocurement)", which certifies that he/she or any person associated therewith in the capacity of owner, partner, director, officer, or manager, is

THE PARTIES, having read and considered the above provisions, indicate their agreement by their authorized signatures below.

COUNTY OF TULARE

By [Signature]
Chairman, Board of Supervisors

ATTEST: _____,
County Administrative Officer/
Clerk of the Board of Supervisors

By [Signature]
Deputy Clerk



CONSULTANT

By [Signature]
Title President
By [Signature]
Title Secretary

Corporations Code Section 313 requires that contracts with a corporation shall be signed by the (1) chairman of the Board, the president or any vice-president and (2) the secretary, any assistant secretary, the chief financial officer, or any assistant treasurer; unless the contract is also accompanied by a certified copy of the Board of Directors resolution authorizing the execution of the contract.

Approved as to Form
County Counsel

By [Signature]
Deputy

#20141311

EXHIBIT A

TULARE COUNTY RESOURCE MANAGEMENT AGENCY

Bear Creek Road over Rancheria Creek Bridge Project

SCOPE OF WORK

SCOPE OF WORK – BEAR CREEK ROAD RANCHERIA CREEK BRIDGE

1.0 PROJECT MANAGEMENT TASKS

1.1 Project Management – This task consists of leading, directing and monitoring the Environmental Consultant team, preparing for, attending, and documenting team meetings and action items, preparing, coordinating, and maintaining a schedule, preparing monthly progress reports, miscellaneous coordination and support, and preparing monthly invoices and specific work completed.

1.2 Quality Control – Dokken Engineering will provide QA/QC on all deliverables and scheduled tasks. Dokken Engineering will submit reports and documents to interested agencies (Tulare County, Caltrans, etc.) that may need to review such documents at appropriate times during the project development and approval process. Dokken Engineering will maintain coordination with these interested agencies.

2.0 ENVIRONMENTAL ANALYSIS TASKS

Environmental Approval - Dokken Engineering shall perform all required environmental research and analysis necessary for the project, pursuant to the California Environmental Quality Act (CEQA) and the National Environmental Policy Act (NEPA) requirements, as well as the policies and procedures contained in Caltrans' Environmental Handbook and Local Programs Manual. Dokken Engineering shall perform all environmental documentation and coordination, which shall include the following:

2.1 Preliminary Environmental Study (PES) Form – A PES Form will be prepared and submitted to Caltrans with a request for a field meeting. A field meeting will be held with the County and Caltrans to determine the necessary technical studies, surveys, agency approvals, federal environmental document, and permits required for the bridge. The County will review the PES form prior to submitting to Caltrans for approval and prior to initiating technical studies.

2.2 Construction Noise Technical Memorandum – Dokken Engineering will prepare a Construction Noise Impact technical memorandum, which will document that the project will not permanently increase noise in the project area. In addition, this memorandum will outline local noise standards, potential short term construction noise, and propose minimization and/or mitigation measures to reduce potential noise impacts to a less than significant level.

2.3 Water Quality Technical Memorandum -Dokken Engineering will prepare a Water Quality Technical Memorandum to address the project impacts to water quality based on current Caltrans guidelines (Environmental Handbook Volume 1, Chapter 9, Water Quality). The report will discuss receiving water conditions, objectives, and beneficial uses as well as Caltrans' standard best management practices (BMPs) and project design features required in accordance with the current Caltrans Statewide Storm Water Management Plan.

Additionally, compliance with the National Pollution Discharge Elimination System (NPDES) requirements from the Regional Water Quality Control Board (RWQCB), in accordance with the NPDES general construction activity storm water discharge permit, will be identified if applicable. Likewise, compliance with Section 401 of the Clean Water Act will ultimately be necessary (water quality certification). With these requirements and BMPs specified in the Caltrans' Storm Water Quality Handbook - Planning and Design Guide, specific mitigation measures will be identified that insure no significant water quality impacts will occur during construction.

2.4 Biological Resources

2.4.1 Natural Environment Study – Dokken Engineering will conduct field surveys and extensive literature research to assist in determining the existence or potential occurrence of sensitive plant and animal species on the project site or in the vicinity. Literature under review will include federal and State lists of sensitive species and current database records, including the California Natural Diversity Data Base (California Department of Fish and Wildlife [CDFW], 2014) and the California Native Plant Society's Electronic Inventory of Rare and Endangered Vascular Plants of California (Skinner, et al., 2004). In accordance with Caltrans

guidelines, a list of threatened and endangered species known in the project vicinity will be obtained from the United States Fish and Wildlife Service (USFWS).

Dokken Engineering will prepare a Caltrans formatted NES that will include a description of the field methods used and the results of the biological assessment of the project area. The report will list plant and animal species present, along with a general description of the plant communities occurring within the project area. If any sensitive resources are found, Dokken will prepare an exhibit showing the location of the resource and include this exhibit in the NES. The NES will also identify and assess project impacts on the existing biological resources, including any sensitive species. Minimization and mitigation measures will be included if necessary. It is not anticipated Section 7 Consultation or 2080.1 Coordination for state or federally listed species will be necessary. A Jurisdictional Delineation will be included in the NES.

2.4.2 Focused Wildlife Surveys – Dokken Engineering biologists will conduct fieldwork in order to assess the presence/absence of sensitive biological resources (e.g., species or habitats), and to determine the potential for occurrence of such resources that may not be detectable when the fieldwork is conducted. For optimal results, Dokken Engineering will conduct fieldwork appropriate to the season, doing plant surveys during the blooming season. This will maximize our ability to detect and positively identify sensitive species.

2.4.3 Section 7 Consultation (optional) – If species protected under FESA or CESA are determined to be within the project vicinity, Dokken Engineering biologists will prepare a Biological Assessment for Caltrans to submit to the U.S. Fish and Wildlife Service to begin consultation under Section 7 of FESA.

2.5 Visual Impact Memorandum – Since this project will be replacing a one lane bridge with a two lane bridge, the visual environment will change for those living adjacent to the bridge and drivers who use the road. As such, Dokken Engineering will conduct a field visit to assess existing visual resource conditions in the project area. The field visit will include an inventory, including photograph documentation, of the following existing conditions: viewpoints; notable visual resources; the vividness, intactness, and unity of the project area; and the site's landscape units. Photographs will be taken to be used in the analysis and for graphics. This data will be used in conjunction with comments solicited from sensitive viewer groups and users of the bridge, and will be incorporated into design of the replacement bridge if necessary.

2.6 Cultural Resources – Dokken Engineering shall prepare documentation in accordance with Section 106. This work shall include the efforts to record archaeological and historical resources identified within the study area. A Historic Property Survey Report (HPSR) will be prepared to identify and evaluate each cultural resource in the project area and evaluate the potential for impacts this project could have on those resources. The Bear Creek Road Bridge (bridge number 46C0162) was built in 1954; however, it was evaluated by Caltrans and was determined to not be eligible.

2.6.1 Historic Property Survey Report (HPSR) / Archaeological Survey Report (ASR) – All cultural resource efforts will be completed in compliance with Section 106 of the National Historic Preservation Act (NHPA) and will follow the requirements set forth in the Caltrans Environmental Handbook Volume II, Cultural Resources and the *Programmatic Agreement among the Federal Highway Administration, the Advisory Council on Historic Preservation, the California State Historic Preservation Officer, and the California Department of Transportation Regarding Compliance with Section 106 of the National Historic Preservation Act*, as it pertains to the administration of the Federal-aid Highway Program in California.

A Dokken Engineering archaeologist will prepare the Archaeological Survey Report (ASR) according to Caltrans specifications. This report will describe: 1) the results of Native American Consultation, 2) research and field methods used in identifying cultural resources, 3) the archaeological and historic resources identified in the project vicinity, and 4) the potential of the project to adversely impact any archaeological or historic resources.

Research – A cultural resource records search will be conducted at the Southern San Joaquin Valley Information Center, located in Bakersfield. The records search will provide information on known

cultural resources and on previous cultural resources investigations within a one-mile radius of the project area. Data sources that will be consulted at the Information Center include archaeological site and artifact records, historic maps, reports from previous studies, and the state's Historic Resource Inventory, which contains listings for National Register of Historic Places, California Register of Historical Resources, California Historical Landmarks, and California Points of Historical Interest.

Field Survey– Dokken Engineering will conduct a systematic field survey of portions of the APE that are not obscured by asphalt/concrete, specifically focusing on the Rancheria Creek banks and terraces. The ground surface will be visually examined by an archaeologist for evidence of prehistoric (Native American) or historic (non-Native American) archaeological materials and other potential historic resources (e.g., buildings, bridges, railroads, mines, or canals). To meet State standards, any previously unrecorded resources identified during the survey will be recorded on State of California DPR 523 forms.

2.6.2 Area of Potential Effects (APE) Map – Dokken Engineering will coordinate with Caltrans cultural staff to develop an APE Map for review and approval. Dokken Engineering will use the project design and construction methods to determine the APE boundaries. This APE will determine the limits of field surveys and report documentation.

2.6.3 Native American Coordination– Dokken Engineering will contact the Native American Heritage Commission. The commission will provide a list of Native American groups to contact regarding this project. With County approval, Dokken Engineering will contact each tribe via certified mail. After 28 days, Dokken Engineering will follow up via telephone with those groups that have not responded to the initial letter. Dokken Engineering will document all Native American consultation efforts.

2.7 Landscape Plans and Specifications – Dokken Engineering will prepare a revegetation plan to mitigate for removal of riparian vegetation around the Rancheria Creek. This type of plan will be required by the California Department of Fish and Wildlife, U.S. Army Corps of Engineers, and Regional Water Quality control board during the permitting phase of the project. The revegetation plan sheets will show where native tree and understory species and will be planted and will detail any type of irrigation, if necessary. Dokken Engineering will also prepare the corresponding specifications for the revegetation plan. Dokken Engineering's landscape architect, Orsee Design, will review and certify the plans and specifications.

Dokken Engineering will prepare a habitat monitoring plan that will describe the required success criteria for the vegetation, the frequency and duration of required monitoring, and the approach for securing agency buy-off on the completion of the revegetation efforts. Dokken Engineering will coordinate with the regulatory agencies to secure required approvals of the habitat monitoring plan.

3.0 ENVIRONMENTAL DOCUMENT TASKS

Dokken Engineering will incorporate the purpose and need, project description, and the technical studies into the draft environmental document. Dokken Engineering will prepare a CEQA Initial Study (IS) using a format suitable to the County. We anticipate the IS will result in a Mitigated Negative Declaration (MND). A Categorical Exclusion (CE) will be prepared separately in coordination with Caltrans environmental staff and will show that the project will have no substantial environmental impacts.

3.1 Draft CEQA Environmental Document - Consistent with CEQA regulations, Dokken Engineering will prepare a draft Initial Study using the environmental analysis prepared in the environmental technical studies. The Initial Study will evaluate the existing environmental resources and identify any potential impacts associated with construction of the project. At this time, it is expected that any potential impacts will be reduced to a less than significant level through the use of avoidance, minimization, and mitigation measures which will be included in the document.

3.2 Notice of Availability and Circulation of Draft IS/MND - Dokken Engineering will produce the IS/MND for public review. The IS/MND has a critical objective of providing a means by which the general public and responsible agencies can participate in the environmental process by providing written comments on issues addressed in the

IS/MND. Dokken Engineering will prepare the requisite public notices and hard copies of the document and technical studies for distribution of the IS/MND. Dokken Engineering will coordinate the preparation of the distribution list with the County and Caltrans.

3.3 Prepare Responses to Comments and Final ISMND - At the close of the public review period for the IS/MND, Dokken Engineering will meet with County's staff to review any comments on the IS/MND that were received, and to discuss potential responses to these comments. Dokken Engineering will then formulate responses to the comments on the IS/MND. Once draft responses to comments are completed, they will be submitted to the County's staff for review and comment. The County's comments will be incorporated into the response to comments document, which will be submitted to the County as an appendix in the IS/MND for use in public meetings. Dokken Engineering will incorporate all public comments and final mitigation measures into the final IS/MND.

3.4 Environmental Commitments Record - Dokken Engineering will compile all of the final avoidance, minimization, and mitigation measures from the ISMND into an Environmental Commitments Record. This ECR will be for the County's use prior to, during, and after construction of the project to ensure environmental compliance is achieved.

3.5 Prepare Notice of Determination and Filings - To complete the Environmental Document process, Dokken Engineering will file a Notice of Determination with the County Recorder's Office within 5 days of approval of the IS/MND (pursuant to CEQA guidelines). It is assumed that the County will pay the required filing fees.

3.6 NEPA Categorical Exclusion - Caltrans will prepare the NEPA CE. The CE will summarize the findings in the technical studies and will include a review of both state and federal standards, potential measures for any impacts, and will ensure these measures reduce all impacts below a level of significance. Caltrans will prepare the Air Quality Conformity Findings Checklist to support the CE. The NEPA process will be completed upon obtaining Caltrans signature on the CE.

4.0 PERMITTING TASKS – PROJECT AND GEOTECHNICAL

Dokken Engineering will prepare and process applications for project permits required for compliance with Sections 404 and 401 of the Federal Clean Water Act and Section 1602 of the California Fish and Game Code. It is assumed that geotechnical investigation will be conducted outside of the top of the banks and riparian vegetation will not be removed. As a result, geotechnical permits will not be required. It is assumed that the County will pay permit fees.

4.1 Section 404 Nationwide Permit, USACE - The Bear Creek Road Rancheria Creek Bridge is under the regulatory authority of the USACE. The proposed project qualifies for the Section 404 USACE Nationwide Permit (NWP) 14 (Linear Transportation Projects). Under the NWP program, no individual crossing (or multiple crossings of a single watercourse) may exceed 0.5 acres of temporary or permanent impact. As proposed the project will have less than 0.5 acre of permanent impacts to jurisdictional waters. This permit is required for the construction, expansion, modification, or improvement of linear transportation crossings in waters of the U.S., including wetlands.

4.1 Section 401 Certification, RWQCB - The Bear Creek Road Rancheria Creek Bridge is under the regulatory authority of the Central Valley RWQCB. Section 401 regulates discharges of fill and dredged materials into jurisdictional waters. Dokken Engineering will submit an application and work with the Central Valley RWQCB to obtain a Section 401 Clean Water Certification.

4.2 Section 1602 Streambed Alteration Agreement, CDFW - The Bear Creek Road Rancheria Creek Bridge is under the regulatory authority of the CDFW. Dokken Engineering will coordinate with the CDFW to obtain a Section 1602 Streambed Alteration Agreement. The bridge construction and geotechnical investigations will require notification of proposed streambed alterations to the CDFW. Dokken Engineering will delineate boundaries of CDFW jurisdiction, assess project impacts, prepare a Notification of Streambed Alteration, and enter into a Streambed Alteration Agreement with CDFW.

5.0 SERVICES DURING BIDDING TASKS

Dokken Engineering will prepare the environmental sections of the specifications and will assist with reviewing the final plans. Dokken Engineering will also assist in answering environmental questions regarding the environmental

provisions. If requested, Dokken Engineering's environmental staff will be available to be present at preconstruction meetings, bid openings, or analysis of bids.

6.0 SERVICES DURING CONSTRUCTION TASKS

The full scope of work for construction support services will be determined prior to construction. Dokken Engineering will be available to assist the County during construction and provide construction support services, including performing pre-construction surveys, environmental compliance monitoring during construction and monitoring of plant establishment (if required).

EXHIBIT B

TULARE COUNTY RESOURCE MANAGEMENT AGENCY

Bear Creek Road over Rancheria Creek Bridge Project

COST PROPOSAL

Environmental Assessment, Permitting, and Construction Support Services BEAR CREEK ROAD RANCHERIA CREEK BRIDGE



Cost Proposal with Estimated
Labor Hours and Cost
April 18, 2014

Task Description	DOKKEN ENGINEERING									ORSEE DESIGN						GRAND TOTAL HOURS	OTHER DIRECT COSTS	GRAND TOTAL COSTS	
	NAMAT HOSSEINI Environmental QA/QC	SARAH HOLM Environmental Manager	Associate Environmental Planner	Environmental Planner/Archaeologist	Biologist	GIS Specialist	Associate Engineer	TOTAL HOURS	OTHER DIRECT COST	TOTAL COST	Principal	Landscape Architect	Clinical	TOTAL HOURS	OTHER DIRECT COST				TOTAL COST
	\$183.09	\$122.06	\$107.53	\$88.64	\$72.06	\$87.19	\$142.40				\$147.51	\$93.42	\$62.28						
TASK 1.0 - Project Management	15	50						65		\$8,849							65		\$8,849
1.1 Project Management	10	25						35		\$4,882							35		\$4,882
1.2 Quality Control	5	25						30		\$3,967							30		\$3,967
TASK 2.0 - Environmental Analysis	54	150	125	130	310	70		839	\$400	\$82,186	15	75	5	95		\$9,531	934	\$400	\$91,717
2.1 Preliminary Environmental Study Form	2	15	35		5	10		67		\$7,196							67		\$7,196
2.2 Construction Noise Technical Memorandum	2	5	20					27		\$3,127							27		\$3,127
2.3 Water Quality Technical Memorandum	1	5	35			5		46		\$4,993							46		\$4,993
2.4 Biological Resources																			
2.4.1 Natural Environment Study	5	20			55	15		95		\$8,660							95		\$8,660
2.4.2 Focused Wildlife Surveys		20			25	5		30		\$4,694							50		\$4,694
2.4.3 Section 7 Consultation (optional)	2	25			75	10		112		\$9,739							112		\$9,739
2.5 Visual Technical Memorandum		5	25			10		40		\$4,170	5	25		30		\$3,073	70		\$7,244
2.6 Cultural Resources																			
2.6.1 Historic Property Survey Report/Archaeological Survey Report	20	5	5	65		5		100	\$400	\$11,407							100	\$400	\$11,407
2.6.2 Area of Potential Effect Map	2	5		25		10		42		\$4,064							42		\$4,064
2.6.3 Native American Coordination	10		5	40				55		\$5,914							55		\$5,914
2.7 Landscape Plans and Specifications	10	45			150			205		\$18,222	10	50	5	65		\$6,458	270		\$24,680
TASK 3.0 - Environmental Document	19	67	10	180	10	25		311		\$31,593							311		\$31,593
3.1 Draft CEQA Environmental Document	5	25	10	65	10	15		130		\$12,838							130		\$12,838
3.2 Notice of Availability and Circulation of Draft ISMND	10	15		30		10		65		\$7,193							65		\$7,193
3.3 Prepare Responses to Comments and Final ISMND	2	15		40				57		\$5,743							57		\$5,743
3.4 Environmental Commitment Record		5		30				35		\$3,269							35		\$3,269
3.5 Notice of Determination and Filings		5		15				20		\$1,940							20		\$1,940
3.6 NEPA Categorical Exclusion	2	2						4		\$610							4		\$610
TASK 4.0 - Permitting - Project and Geotechnical	9	45	30	120	35	10		249		\$24,418							249		\$24,418
4.1 Section 404, USACE	2	10	10	40	10			72		\$6,934							72		\$6,934
4.2 Section 401 Certification, RWQCB	2	10	10	40				62		\$6,208							62		\$6,208
4.3 Section 1602 Streambed Alteration Agreement, CDFW	5	25	10	40	25	10		115		\$11,276							115		\$11,276
TASK 5.0 - Services During Bidding	5	15		35	5			60		\$6,212							60		\$6,212
5.1 Bidding Services	5	15		35	5			60		\$6,212							60		\$6,212
TASK 6.0 - Services During Construction TBD																			
TOTAL HOURS	102	327	165	465	360	105		1,524			15	75	5	95			1,619		
TOTAL COST	\$18,675	\$39,914	\$17,742	\$41,217	\$26,156	\$9,155			\$400	\$153,259	\$2,213	\$7,007	\$311	\$14,183		\$9,531		\$400	\$162,790



EXHIBIT C

PROFESSIONAL SERVICES CONTRACTS INSURANCE REQUIREMENTS

CONTRACTOR shall provide and maintain insurance for the duration of this Agreement against claims for injuries to persons and damage to property which may arise from, or in connection with, performance under the Agreement by the CONTRACTOR, his agents, representatives, employees and subcontractors, if applicable.

A. Minimum Scope & Limits of Insurance

1. Insurance Services Office Commercial General Liability coverage of \$1,000,000 combined single Limit per occurrence (occurrence Form CG 00 01). If an annual aggregate applies it must be no less than \$2,000,000.
2. Insurance Services Office Form Number CA 00 01 covering Automobile Liability, (any auto) of \$1,000,000 per occurrence. If an annual aggregate applies it must be no less than \$2,000,000.
3. Workers' Compensation insurance as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than \$1,000,000 per accident for bodily injury or disease.
4. Professional Liability (Errors and Omissions) Insurance for design and build, with limit no less than \$2,000,000 per occurrence or claim, \$4,000,000 aggregate.

B. Specific Provisions of the Certificate

1. If the required insurance is written on a claims made form, the retroactive date must be before the date of the contract or the beginning of the contract work and must be maintained and evidence of insurance must be provided for at least five (5) years after completion of the contract work.
2. CONTRACTOR must submit endorsements to the General Liability and Auto Liability reflecting the following provisions:
 - a. *The COUNTY, its officers, agents, officials, employees and volunteers are to be covered as additional insureds as respects: liability arising out of work or operations performed by or on behalf of the Contractor; or automobiles owned, leased, hired or borrowed by the CONTRACTOR.*
 - b. *For any claims related to this project, the CONTRACTOR's insurance coverage shall be primary insurance as respects the COUNTY, its officers, agents, officials, employees and volunteers. Any insurance or self-insurance maintained by the COUNTY, its officers, agents, officials, employees or volunteers shall be excess of the CONTRACTOR's insurance and shall not contribute with it.*
 - c. *Each insurance policy required by this agreement shall be endorsed to state that coverage shall not be canceled by either party, except after thirty (30) days prior written notice has been provided to the County.*

3. The Workers' Compensation policy shall be endorsed with a waiver of subrogation in favor of the COUNTY for all work performed by the CONTRACTOR, its employees, agents and subcontractors.

a. *Waiver of Subrogation. The workers' compensation policy shall be endorsed with a waiver of subrogation in favor of the COUNTY for all work performed by the contractor, its employees, agents and subcontractors. CONTRACTOR waives all rights against the County and its officers, agents, officials, employees and volunteers for recovery of damages to the extent these damages are covered by the workers compensation and employers liability.*

C. Deductibles and Self-Insured Retentions

The COUNTY Risk Manager must approve any deductible or self-insured retention that exceeds \$100,000.

D. Acceptability of Insurance

Insurance must be placed with insurers with a current rating given by A.M. Best and Company of no less than A-VII and a Standard & Poor's Rating (if rated) of at least BBB and from a company approved by the Department of Insurance to conduct business in California. Any waiver of these standards is subject to approval by the County Risk Manager.

F. Verification of Coverage

Prior to approval of this Agreement by the COUNTY, the CONTRACTOR shall file with the submitting department, certificates of insurance with original endorsements effecting coverage and a copy of the declarations page from the policy in effect in a form acceptable to the COUNTY. Endorsements must be signed by persons authorized to bind coverage on behalf of the insurer. The COUNTY reserves the right to require certified copies of all required insurance policies at any time.

LAPM EXHIBIT 10-F

CERTIFICATION OF CONSULTANT, COMMISSIONS & FEES

I HEREBY CERTIFY that I am the President, and duly authorized representative of the firm of Dokken Engineering, whose address is 110 Blue Ravine Road, Ste. 200, Folsom, CA 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 contract; 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 contract; 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 contract.

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

10/6/2014

(Date)



(Signature)

Distribution: 1) Local Agency Project File (Original & Contract)
2) DLAE (with contract copy)

LAPM EXHIBIT 10-I
NOTICE TO PROPOSERS DBE INFORMATION

The Agency has established a DBE goal for this Contract of 0%

1. TERMS AS USED IN THIS DOCUMENT

- *The term "Disadvantaged Business Enterprise" or "DBE" means a for-profit small business concern owned and controlled by a socially and economically disadvantaged person(s) as defined in Title 49, Code of Federal Regulations (CFR), Part 26.5.*
- *The term "Agreement" also means "Contract."*
- *Agency also means the local entity entering into this contract with the Contractor or Consultant.*
- *The term "Small Business" or "SB" is as defined in 49 CFR 26.65.*

2. AUTHORITY AND RESPONSIBILITY

- A. DBEs and other small businesses are strongly encouraged to participate in the performance of Contracts financed in whole or in part with federal funds (See 49 CFR 26, "Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs"). The Consultant must ensure that DBEs and other small businesses have the opportunity to participate in the performance of the work that is the subject of this solicitation and should take all necessary and reasonable steps for this assurance. The proposer must not discriminate on the basis of race, color, national origin, or sex in the award and performance of subcontracts.
- B. Proposers are encouraged to use services offered by financial institutions owned and controlled by DBEs.

3. SUBMISSION OF DBE INFORMATION

Exhibit 10-O2 *Consultant Contract DBE Information* must be included with the Request for Proposal. Even if no DBE participation will be reported, the successful proposer must execute and return the form.

4. DBE PARTICIPATION GENERAL INFORMATION

It is the proposer's responsibility to be fully informed regarding the requirements of 49 CFR, Part 26, and the Department's DBE program developed pursuant to the regulations. Particular attention is directed to the following:

- A. A DBE must be a small business firm defined pursuant to 13 CFR 121 and be certified through the California Unified Certification Program (CUCP).
- B. A certified DBE may participate as a prime consultant, subconsultant, joint venture partner, as a vendor of material or supplies, or as a trucking company.
- C. A DBE proposer not proposing as a joint venture with a non-DBE, will be required to document one or a combination of the following:
1. The proposer is a DBE and will meet the goal by performing work with its own forces.
 2. The proposer will meet the goal through work performed by DBE subconsultants, suppliers or trucking companies.
 3. The proposer, prior to proposing, made adequate good faith efforts to meet the goal.
- D. A DBE joint venture partner must be responsible for specific contract items of work or clearly defined portions thereof. Responsibility means actually performing, managing, and supervising

the work with its own forces. The DBE joint venture partner must share in the capital contribution, control, management, risks and profits of the joint venture commensurate with its ownership interest.

- E. A DBE must perform a commercially useful function pursuant to 49 CFR 26.55, that is, a DBE firm must be responsible for the execution of a distinct element of the work and must carry out its responsibility by actually performing, managing and supervising the work.
- F. The proposer shall list only one subconsultant for each portion of work as defined in their proposal and all DBE subconsultants should be listed in the bid/cost proposal list of subconsultants.
- G. A prime consultant who is a certified DBE is eligible to claim all of the work in the Contract toward the DBE participation except that portion of the work to be performed by non-DBE subconsultants.

5. RESOURCES

- A. The CUCP database includes the certified DBEs from all certifying agencies participating in the CUCP. If you believe a firm is certified that cannot be located on the database, please contact the Caltrans Office of Certification toll free number 1-866-810-6346 for assistance.
- B. Access the CUCP database from the Department of Transportation, Office of Business and Economic Opportunity Web site at: <http://www.dot.ca.gov/hq/bep/>.
 - 1. Click on the link in the left menu titled Disadvantaged Business Enterprise;
 - 2. Click on Search for a DBE Firm link;
 - 3. Click on Access to the DBE Query Form located on the first line in the center of the page.
 - Searches can be performed by one or more criteria. Follow instructions on the screen.

6. MATERIALS OR SUPPLIES PURCHASED FROM DBES COUNT TOWARDS THE DBE GOAL UNDER THE FOLLOWING CONDITIONS:

- A. If the materials or supplies are obtained from a DBE manufacturer, count 100 percent of the cost of the materials or supplies. 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 Contract and of the general character described by the specifications.
- B. If the materials or supplies purchased from a DBE regular dealer, count 60 percent of the cost of the materials or supplies. 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 Contract 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.

LAPM EXHIBIT 10-J

STANDARD CONTRACT PROVISIONS FOR SUBCONSULTANT/DBE PARTICIPATION

1. Subconsultants

- A. Nothing contained in this Contract or otherwise, shall create any contractual relation between the Agency and any subconsultants, and no subcontract shall relieve the Consultant of his/her responsibilities and obligations hereunder. The Consultant agrees to be as fully responsible to the Agency for the acts and omissions of its subconsultants and of persons either directly or indirectly employed by any of them as it is for the acts and omissions of persons directly employed by the Consultant. The Consultant's obligation to pay its subconsultants is an independent obligation from the Agency's obligation to make payments to the Consultant.
- B. Any subcontract in excess of \$25,000, entered into as a result of this Contract, shall contain all the provisions stipulated in this Contract to be applicable to subconsultants.
- C. Consultant shall pay its subconsultants within ten (10) calendar days from receipt of each payment made to the Consultant by the Agency.
- D. Any substitution of subconsultants must be approved in writing by the Agency's Contract Administrator in advance of assigning work to a substitute subconsultant.

2. Disadvantaged Business Enterprise (DBE) Participation

- A. This Contract is subject to 49 CFR, Part 26 entitled "Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs". Proposers who obtain DBE participation on this contract will assist Caltrans in meeting its federally mandated statewide overall DBE goal.
- B. If the contract has a DBE goal, the Consultant must meet the goal by committing DBE participation or document a good faith effort to meet the goal. If a DBE subconsultant is unable to perform, the Consultant must make a good faith effort to replace him/her with another DBE subconsultant, if the goal is not otherwise met. A DBE is a firm meeting the definition of a DBE as specified in 49 CFR.
- C. DBEs and other small businesses, as defined in 49 CFR, Part 26 are encouraged to participate in the performance of contracts financed in whole or in part with federal funds. The Consultant or subconsultant shall not discriminate on the basis of race, color, national origin, or sex in the performance of this Contract. The Consultant shall carry out applicable requirements of 49 CFR, Part 26 in the award and administration of US DOT- assisted agreements. Failure by the Consultant to carry out these requirements is a material breach of this Contract, which may result in the termination of this Contract or such other remedy as the local agency deems appropriate.
- D. Any subcontract entered into as a result of this Contract shall contain all of the provisions of this section.
- E. A DBE may be terminated only with prior written approval from the local agency and only for the reasons specified in 49 CFR 26.53(f). Prior to requesting local agency consent for the termination, the prime consultant must meet the procedural requirements specified in 49 CFR 26.53(f).

3. Performance of DBE Consultant and other DBE Subconsultants/Suppliers

- A. A DBE performs a commercially useful function when it is responsible for execution of the work of the Contract and is carrying out its responsibilities by actually performing, managing, and supervising the work involved. To perform a commercially useful function, the DBE must also be responsible with respect to materials and supplies used on the Contract, for negotiating price, determining quality and quantity, ordering the material, and installing (where applicable) and paying for the material itself. To determine whether a DBE is performing a commercially useful function, evaluate the amount of work subcontracted, industry practices; whether the amount the firm is to be paid under the Contract is commensurate with the work it is actually performing; and other relevant factors.
- B. A DBE does not perform a commercially useful function if its role is limited to that of an extra participant in a transaction, Contract, or project through which funds are passed in order to obtain the appearance of DBE participation. In determining whether a DBE is such an extra participant, examine similar transactions, particularly those in which DBEs do not participate.
- C. If a DBE does not perform or exercise responsibility for at least 30 percent of the total cost of its Contract with its own work force, or the DBE subcontracts a greater portion of the work of the Contract than would be expected on the basis of normal industry practice for the type of work involved, it will be presumed that it is not performing a commercially useful function.

4. Prompt Payment of Funds Withheld to Subconsultants

- A. Any subcontract entered into as a result of this Contract shall contain all of the provisions of this section.
- B. No retainage will be withheld by the Agency from progress payments due the prime Consultant. Retainage by the prime Consultant or subconsultants is prohibited, and no retainage will be held by the prime Consultant from progress due subconsultants. Any violation of this provision shall subject the violating prime Consultant or subconsultants to the penalties, sanctions, and other remedies specified in Section 7108.5 of the California Business and Professions Code. This requirement shall not be construed to limit or impair any contractual, administrative, or judicial remedies, otherwise available to the prime Consultant or subconsultant in the event of a dispute involving late payment or nonpayment by the prime Consultant or deficient subconsultant performance, or noncompliance by a subconsultant. This provision applies to both DBE and non-DBE prime Consultants and subconsultants.

5. DBE Records

- A. The Consultant shall maintain records of materials purchased or supplied from all subcontracts entered into with certified DBEs. The records shall show the name and business address of each DBE or vendor and the total dollar amount actually paid each DBE or vendor, regardless of tier. The records shall show the date of payment and the total dollar figure paid to all firms. DBE prime consultants shall also show the date of work performed by their own forces along with the corresponding dollar value of the work.
- B. Upon completion of the Contract, a summary of these records shall be prepared and submitted on the form entitled, "Final Report-Utilization of Disadvantaged Business Enterprise (DBE), First-Tier Subconsultants," CEM-2402F (Exhibit 17-F, Chapter 17, of the LAPM), certified correct by the Consultant or the Consultant's authorized representative and shall be furnished to the Contract Administrator with the final invoice. Failure to provide the summary of DBE payments with the final invoice will result in 25 percent of the dollar value of the invoice being withheld from payment until the form is submitted. The amount will be returned to the Consultant when a satisfactory "Final Report-Utilization of Disadvantaged Business Enterprises (DBE), First-Tier Subconsultants" is submitted to the Contract Administrator.

6. DBE Certification and Decertification Status

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

**EXHIBIT 10-K CONSULTANT CERTIFICATION OF CONTRACT COSTS AND FINANCIAL
MANAGEMENT SYSTEM**

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

Certification of Final Indirect Costs:

Consultant Firm Name: Dokken Engineering

Indirect Cost Rate: 164.20% Date of Proposal Preparation (mm/dd/yyyy): 04/18/2014

Fiscal Period Covered for Indirect Cost Rate Developed (mm/dd/yyyy to mm/dd/yyyy): 5/31/2012 to 5/31/2013

Contract Number: 26848 Project Number: B210 5946(117)

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

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

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

Certification of Financial Management System:

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

Certification of Dollar Amount for all A&E contracts:

I, the undersigned, certify that the approximate dollar amount of all A&E contracts awarded by Caltrans or a California local agency to this firm within the last three (3) calendar years for all State DOT and Local Agencies is \$ 62,000,000 and the number of States in which the firm does business is 1 (one).

Certification of Direct Costs:

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

1. Compliant with Generally Accepted Accounting Principles (GAAP) and standards promulgated by the Cost Accounting Standards Board (when applicable).

Consultant Certification of Contract Costs and Financial Management System

- 2. Compliant with the terms of the contract and is incurred specifically for the contract.
- 3. Not prohibited by 23 CFR, Chapter 1, Part 172 –Administration of Engineering and Design Related Service Contracts to the extent requirements are applicable to Consultant.

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

Subconsultants (if applicable)

Proposed Contract Amount (or amount not to exceed if on-call contract): \$ 9,531

Prime Consultants (if applicable)

Proposed Total Contract Amount (or amount not to exceed if on-call contract): \$ 163,000

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

<u>Orsee Design Associates</u>	<u>\$ 9,531</u>
<u>_____</u>	<u>\$ _____</u>
<u>_____</u>	<u>\$ _____</u>
<u>_____</u>	<u>\$ _____</u>
<u>_____</u>	<u>\$ _____</u>

* Consultant Certification Signature: 

Consultant Certifying (Print Name and Title):

Name: Richard T. Liptak

Title: President

Consultant Contact Information:

Email: rliptak@dokkenengineering.com

Phone number: (916) 858-0642

Date of Certification (mm/dd/yyyy): 10/06/2014

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

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

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

**EXHIBIT 10-K CONSULTANT CERTIFICATION OF CONTRACT COSTS AND FINANCIAL
MANAGEMENT SYSTEM**

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

Certification of Final Indirect Costs:

Consultant Firm Name: Orsee Design Associates

Indirect Cost Rate: 1.98 Date of Proposal Preparation (mm/dd/yyyy): 04/18/2014

Fiscal Period Covered for Indirect Cost Rate Developed (mm/dd/yyyy to mm/dd/yyyy): 01/01/2012 to 12/31/2012

Contract Number: 26848

Project Number: BELO 5946 (117)

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

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

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

Certification of Financial Management System:

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

Certification of Dollar Amount for all A&E contracts:

I, the undersigned, certify that the approximate dollar amount of all A&E contracts awarded by Caltrans or a California local agency to this firm within the last three (3) calendar years for all State DOT and Local Agencies is \$ 811,000 and the number of States in which the firm does business is two.

Certification of Direct Costs:

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

1. Compliant with Generally Accepted Accounting Principles (GAAP) and standards promulgated by the Cost Accounting Standards Board (when applicable).

Consultant Certification of Contract Costs and Financial Management System

- 2. Compliant with the terms of the contract and is incurred specifically for the contract.
- 3. Not prohibited by 23 CFR, Chapter 1, Part 172 –Administration of Engineering and Design Related Service Contracts to the extent requirements are applicable to Consultant.

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

Subconsultants (if applicable)

Proposed Contract Amount (or amount not to exceed if on-call contract): \$ 9,531

Prime Consultants (if applicable)

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

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

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

* Consultant Certification Signature: 

Consultant Certifying (Print Name and Title):

Name: Timothy Hiraoka, ASLA

Title: Principal

Consultant Contact Information:

Email: thiraoka@orseedesign.com

Phone number: (916) 456-4433

Date of Certification (mm/dd/yyyy): 10/6/14

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

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

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

LAPM EXHIBIT 10-L

LOCAL AGENCY CERTIFICATION OF COST ANALYSIS

(48 CFR, CHAPTER 1, PART 15.404)

I, the undersigned, certify that I have performed a cost analysis in connection with this contract and will perform a cost analysis for any future contract modification for the fiscal period as specified below.

*Local Agency Certification Signature:
Benjamin Ruiz Jr.

Local Agency Certifying Name and Title (Print):

Name: Benjamin Ruiz Jr.

Title: Engineer IV

Local Agency Contact Information

Email: bruiz@co.tulare.ca.us

Phone number: (559) 624-7134

Consultant(s) Firm Name: Dokken Engineering

Date of Cost Analysis (mm/dd/yyyy): 5/22/2014

Fiscal Period Covered: 12/13

Contract/Federal Project Number: BRW 5946(117)

Date of Certification (mm/dd/yyyy): 5/22/2014

*The Chief Financial Officer, Procurement Officer, Contract Administrator, or equivalent, who has authority to evaluate the quality and reasonableness of the consultant contract products or services and is able to certify on the local agency's behalf that an adequate cost analysis was conducted in conjunction with the contract.

LAPM EXHIBIT 10-P

NONLOBBYING CERTIFICATION FOR FEDERAL-AID CONTRACTS

The prospective participant certifies by signing and submitting this proposal/bid to the best of his or her knowledge and belief that:

- (1) No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, 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 the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any 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 undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, 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.

The prospective participant also agrees by submitting his/her proposal/bid that he/she shall require that the language of this certification be included in all lower-tier subcontracts which exceed \$100,000 and that all such sub-recipients shall certify and disclose accordingly.

LAPM EXHIBIT 10-V

NON-DISCRIMINATION CLAUSE

NON-DISCRIMINATION CLAUSE

During the performance of this Contract, Consultant and its subconsultant shall not unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of sex, race, color, ancestry, religious creed, national origin, physical disability (including HIV and AIDS), mental disability, medical condition (e.g., cancer), age (over 40), marital status, and denial of family care leave. Consultant and subconsultants shall insure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. Consultant and subconsultants shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code §12990 (a-f) et seq.) and the applicable regulations promulgated thereunder (California Code of Regulations, Title 2, Section 7285 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code Section 12990 (a-f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations, are incorporated into this Contract by reference and made a part hereof as if set forth in full. Consultant and its subconsultants shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other Agreement.

Consultant shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under the Contract.

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

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

CEM-2402F (REV 02/2008)

CONTRACT NUMBER		COUNTY	ROUTE	POST MILES	FEDERAL AID PROJECT NO.	ADMINISTERING AGENCY	CONTRACT COMPLETION DATE
PRIME CONTRACTOR Cornerstone Structural Engineering Group, Inc.				BUSINESS ADDRESS 986 West Alluvial, Ste. 201 Fresno, CA 93711			ESTIMATED CONTRACT AMOUNT \$
ITEM NO.	DESCRIPTION OF WORK PERFORMED AND MATERIAL PROVIDED	COMPANY NAME AND BUSINESS ADDRESS	DBE CERT. NUMBER	CONTRACT PAYMENTS			DATE OF FINAL PAYMENT
				NON-DBE	DBE	DATE WORK COMPLETE	
				\$	\$		
				\$	\$		
				\$	\$		
				\$	\$		
				\$	\$		
				\$	\$		
				\$	\$		
				\$	\$		
				\$	\$		
				\$	\$		
				\$	\$		
ORIGINAL COMMITMENT							
\$			TOTAL	\$	\$		
DBE							
List all First-Tier Subcontractors, 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 back of form. List actual amount paid to each entity.							

I CERTIFY THAT THE ABOVE INFORMATION IS COMPLETE AND CORRECT

CONTRACTOR REPRESENTATIVE'S SIGNATURE		BUSINESS PHONE NUMBER	DATE
TO THE BEST OF MY INFORMATION AND BELIEF, THE ABOVE INFORMATION IS COMPLETE AND CORRECT			
RESIDENT ENGINEER'S SIGNATURE		BUSINESS PHONE NUMBER	DATE

Copy Distribution-Caltrans contracts:

Original - District Construction

Copy- Business Enterprise Program

Copy- Contractor

Copy Resident Engineer

Copy Distribution-Local Agency contracts:

Original - District Local Assistance Engineer
(submitted with the Report of Expenditure)

Copy- District Local Assistance Engineer

Copy- Local Agency file