



Contract Number

SAP Number

Public Works

Department Contract Representative	Mervat Mikhail
Telephone Number	(909) 387-7940
Consultant	Dokken Engineering
Consultant Representative	Elizabeth Diamond
Telephone Number	(916) 858-0642
Contract Term	7/14/20 – 7/13/24
Original Contract Amount	\$2,498,918
Amendment Amount	\$0
Total Contract Amount	\$2,498,918
Cost Center	6652000H14853, H14910-18

IT IS HEREBY AGREED AS FOLLOWS:

WHEREAS, the County of San Bernardino, Transportation Design Division of the Public Works Department (County) desires to fulfill its professional engineering and environmental needs for replacement of 10 bridges on National Trails Highway in the Amboy and Essex areas (Project); and

WHEREAS, the County conducted a competitive process to find Dokken Engineering (Consultant) to provide these services, and

WHEREAS, the County finds Consultant is qualified to provide engineering and environmental services; and

WHEREAS, the County desires that such services be provided by Consultant and Consultant agrees to perform these services as set forth below;

NOW, THEREFORE, the County and Consultant mutually agree to the following terms and conditions:

A. DEFINITIONS

Board: The San Bernardino County Board of Supervisors.

Contract: The Contract between the County and the Consultant. The word contract and agreement is used interchangeably.

Department: The County's Department of Public Works

Local Agency: The County's Department of Public Works

Request for Proposal (RFP): RFP No. PWG120-TRANS-3717.

Proposal: The offer to provide specific services at specified prices submitted by the consultant in response to the RFP.

Subcontractor: An individual, company, firm, corporation, partnership or other organization, not in the employment of or owned by Consultant who is performing services on behalf of Consultant under the Contract or under a separate contract with or on behalf of Consultant.

B. CONSULTANT RESPONSIBILITIES

B.1 Adhere to the requirements of: 1) this Agreement and 2) RFP No. PWG120-TRANS-3717.

B.2 Maintain a current email address and company phone number with County. Consultant shall notify designated County staff, via email or telephone, ten (10) business days preceding any changes in mailing or physical address.

B.3 The Agreement representative/Project Manager and alternate are listed below. Consultant Agreement representative and alternate shall be available locally Monday through Friday and available by cell phone 24 hours a day, Monday through Sunday, including holidays. Consultant or designee must respond to County inquiries within two (2) business days. Consultant will also designate a back-up point of contact in the event the primary contact is not available. This Agreement Representative shall provide overall management and coordination of the Agreement on Consultant's behalf. Any changes to Consultant's Agreement Representative shall be provided to County in writing and shall be subject to the approval of the County's Director of the Department of Public Works.

Agreement Representative/Project Manager:

Dokken Engineering
110 Blue Ravine Road, Suite 200
Folsom, CA 95630
Attn: Elizabeth Diamond
Phone: (916) 858-0642
Email: ldiamond@dokkenengineering.com

Agreement Representative Alternate:

Dokken Engineering
110 Blue Ravine Road, Suite 200
Folsom, CA 95630
Attn: Matthew Griggs
Phone: (916) 858-0642
Email: mgriggs@dokkenengineering.com

B.4 Consultant shall provide services, as described in their proposal dated March 18, 2020, (hereinafter referred to as "Proposal"), Exhibit A – Scope of Services, and Exhibit B – Cost Proposal and incorporated herein by this reference and summarized below:

- a. **Tasks 1 & 13 – Project Management**
- b. **Tasks 2 & 14 – Preliminary and Final Civil Design**
- c. **Tasks 3 & 15 – Preliminary and Final Bridge Design**
- d. **Task 4 – Preliminary Right-of-Way**
- e. **Tasks 5 – Hydrology/Hydraulics**
- f. **Tasks 6 & 17 – Preliminary and Final Geotechnical Design Report**
- g. **Tasks 7 & 18 – Utility Coordination**

- h. Task 8 – Regulatory Permits**
- i. Tasks 9 & 19 – Railroad Coordination**
- j. Task 10 – Environmental Analyses**
- k. Task 11 – Cultural Resource Compliance**
- l. Task 12 – Environmental Document**
- m. Task 16 – Quantities and Estimates**
- n. Task 20 – Storm Water Pollution Prevention Plan (SWPPP)**
- o. Task 21 – Construction Support (Optional)**

Deliverables shall be subject to the satisfaction of County, Caltrans, and, if applicable, FHWA. Consultant shall sign all Plans, Specifications and Estimate (PS&E) and engineering data furnished under the contract including registration number. Failure to comply with this provision and provide one or more of the deliverables to the satisfaction of County, Caltrans, and, if applicable, FHWA, and if Consultant does not cure the default, then Consultant will be deemed to be in breach of this Agreement, entitling County to pursue its rights in accordance with Section C.21.

Optional future budget and services are described in the scope of work for the Project and shown in Exhibit A, attached hereto and incorporated herein by this reference. However, optional future budget and services will not be funded unless and until approved by County and/or Caltrans (if applicable) and issuance of E-76 for construction (if applicable). County has the sole discretion to decide whether to request this service from Consultant. If County requests such services, an amendment to the contract will be required to pay for this service. Only the Board of Supervisors may approve an amendment to the contract on behalf of County

B.5 Comply with the schedule in Exhibit C, Project Schedule, included and incorporated herein by this reference.

C. GENERAL CONTRACT REQUIREMENTS

C.1 Recitals

The recitals set forth above are true and correct and incorporated herein by this reference.

C.2 Contract Amendments

Consultant agrees any alterations, variations, modifications, or waivers of the provisions of the Contract, shall be valid only when reduced to writing, executed and attached to the original Contract and approved by the person(s) authorized to do so on behalf of Consultant and County.

C.3 Contract Exclusivity

This is not an exclusive Contract. The County reserves the right to enter into a contract with other consultants for the same or similar services. The County does not guarantee or represent that the Consultant will be permitted to perform any minimum amount of work, or receive a minimum amount of compensation, under the terms of this Contract.

C.4 Attorney's Fees and Costs

If any legal action is instituted to enforce any party's rights hereunder, each party shall bear its own costs and attorney fees, regardless of who is the prevailing party. This paragraph shall not apply to those costs and attorney fees directly arising from a third-party legal action against a party hereto and payable under Indemnification and Insurance Requirements.

C.5 Background Checks for Consultant Personnel

Consultant shall ensure that its personnel (a) are authorized to work in the jurisdiction in which they are assigned to perform services; (b) do not use legal or illegal substances in any manner which will impact their ability to provide services to the County; and (c) are not otherwise disqualified from performing the services under applicable law. If requested by the County and not in violation of applicable law, Consultant shall conduct a background check, at Consultant's sole expense, on all its personnel providing services. If requested by the County, Contractor shall provide the results of the background check of each individual to verify that the individual meets Consultant's standards for employment. Such

background check shall be in the form generally used by Consultant in its initial hiring of employees or contracting for contractors or, as applicable, during the employment-screening process but must, at a minimum, have been performed within the preceding 12-month period. Consultant personnel who do not meet the County's hiring criteria, in County's sole discretion, shall not be assigned to work on County property or services, and County shall have the right, at its sole option, to refuse access to any of Consultant's personnel to any County facility.

C.6 Change of Address

Consultant shall notify the County in writing, of any change in mailing address within ten (10) business days of the change.

C.7 Choice of Law

This Contract shall be governed by and construed according to the laws of the State of California.

C.8 Compliance with County Policy

In performing the services and while at any County facilities, Consultant personnel (including subcontractors) shall (a) conduct themselves in a businesslike manner; (b) comply with the policies, procedures, and rules of the County regarding health and safety, and personal, professional and ethical conduct; (c) comply with the finance, accounting, banking, Internet, security, and/or other applicable standards, policies, practices, processes, procedures, and controls of the County; and (d) abide by all laws applicable to the County facilities and the provision of the services, and all amendments and modifications to each of the items addressed in subsections (b), (c), and (d) (collectively, "County Policies"). County Policies, and additions or modifications thereto, may be communicated orally or in writing to Consultant or Consultant personnel or may be made available to Consultant or Consultant personnel by conspicuous posting at a County facility, electronic posting, or other means generally used by County to disseminate such information to its employees or contractors. Consultant shall be responsible for the promulgation and distribution of County Policies to Consultant personnel to the extent necessary and appropriate.

County shall have the right to require Consultant's employees, agents, representatives and subcontractors to exhibit identification credentials issued by County in order to exercise any right of access under this Contract.

C.9 Confidentiality

Consultant shall protect from unauthorized use or disclosure names and other identifying information concerning persons receiving services pursuant to this Contract, except for statistical information not identifying any participant. Consultant shall not use or disclose any identifying information for any other purpose other than carrying out the Consultant's obligations under this Contract, except as may be otherwise required by law. This provision will remain in force even after the termination of the Contract.

C.10 Reserved

C.11 County Internship Initiative

Contractor agrees to be contacted by the County to solicit its participation in an internship initiative known as GenerationGo! Career Pathways, involving the potential placement and hiring of interns by Contractor's business. Contractor is encouraged, and agrees to make good faith efforts, to utilize the County's program to aid the ***County's Vision for a skilled workforce and jobs that create countywide prosperity***, and its ***goal to Create, Maintain and Grow Jobs and Economic Value in the County***. The County's objective with its internship initiative is to focus on training, education, employment and support services to develop a more highly-educated and trained workforce. When participating in the County's internship initiative, the Contractor remains an independent contractor and shall not be construed as agents, officers, or employees of the County. More information about the County's GenerationGo! Career Pathways Program can be located at <http://wp.sbcounty.gov/workforce/career-pathways/>.

C.12 County Representative

The Director of the Department or his/her designee shall represent the County in all matters pertaining to the services to be rendered under this Contract, including termination and assignment of this Contract, and shall be the final authority in all matters pertaining to the services/Scope of Work by Consultant. If this Contract was initially approved by the San Bernardino County Board of Supervisors, then the Board of Supervisors must approve all amendments to this Contract, unless otherwise delegated.

C.13 Damage to County Property

Consultant shall repair, or cause to be repaired, at its own cost, all damages to County vehicles, facilities, buildings or grounds caused by the willful or negligent acts of Consultant or its employees or agents. Such repairs shall be made immediately after Consultant becomes aware of such damage, but in no event later than thirty (30) days after the occurrence.

If the Consultant fails to make timely repairs, the County may make any necessary repairs. The Consultant, as determined by the County, shall repay all costs incurred by the County for such repairs, by cash payment upon demand, or County may deduct such costs from any amounts due to the Consultant from the County, as determined at the County's sole discretion.

C. 14 Debarment and Suspension

Consultant certifies that neither it nor its principals or subcontractors is presently disbarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency. (See the following United States General Services Administration's System for Award Management website <https://www.sam.gov>). Consultant further certifies that if it or any of its subcontractors are business entities that must be registered with the California Secretary of State, they are registered and in good standing with the Secretary of State.

C.15 Drug and Alcohol Free Workplace

In recognition of individual rights to work in a safe, healthful and productive work place, as a material condition of this Contract, the Consultant agrees that the Consultant and the Consultant's employees, while performing service for the County, on County property, or while using County equipment:

C.15.1 Shall not be in any way impaired because of being under the influence of alcohol or an illegal or controlled substance.

C.15.2 Shall not possess an open container of alcohol or consume alcohol or possess or be under the influence of an illegal or controlled substance.

C.15.3 Shall not sell, offer, or provide alcohol or an illegal or controlled substance to another person, except where Consultant or Consultant's employee who, as part of the performance of normal job duties and responsibilities, prescribes or administers medically prescribed drugs.

Consultant shall inform all employees that are performing service for the County on County property, or using County equipment, of the County's objective of a safe, healthful and productive work place and the prohibition of drug or alcohol use or impairment from same while performing such service for the County.

The County may terminate for default or breach of this Contract and any other Contract the Consultant has with the County, if the Consultant or Consultant's employees are determined by the County not to be in compliance with above.

C.16 Duration of Terms

This Contract, and all of its terms and conditions, shall be binding upon and shall inure to the benefit of the heirs, executors, administrators, successors, and assigns of the respective parties, provided no such assignment is in violation of the provisions of this Contract.

C.17 Employment Discrimination

During the term of the Contract, Consultant shall not discriminate against any employee or applicant for employment because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, sexual orientation, age, or military and veteran status. Consultant shall comply with Executive Orders 11246, 11375, 11625, 12138, 12432, 12250, 13672, Title VI and Title VII of the Civil Rights Act of 1964, the California Fair Employment and Housing Act and other applicable Federal, State and County laws and regulations and policies relating to equal employment and contracting opportunities, including laws and regulations hereafter enacted.

C.18 Environmental Requirements

In accordance with County Policy 11-08, the County prefers to acquire and use products with higher levels of post-consumer recycled content. Environmentally preferable goods and materials must perform satisfactorily and be available at a reasonable price. The County requires Consultant to use recycled paper for any printed or photocopied material created as a result of this Contract. Consultant is also required to use both sides of paper sheets for reports submitted to the County whenever practicable.

To assist the County in meeting the reporting requirements of the California Integrated Waste Management Act of 1989 (AB 939), Consultant must be able to annually report the County's environmentally preferable purchases. Consultant must also be able to report on environmentally preferable goods and materials used in the provision of their service to the County, utilizing a County approved form.

C.19 Improper Influence

Consultant shall make all reasonable efforts to ensure that no County officer or employee, whose position in the County enables him/her to influence any award of the Contract or any competing offer, shall have any direct or indirect financial interest resulting from the award of the Contract or shall have any relationship to the Consultant or officer or employee of the Consultant.

C.20 Improper Consideration

Consultant shall not offer (either directly or through an intermediary) any improper consideration such as, but not limited to cash, discounts, service, the provision of travel or entertainment, or any items of value to any officer, employee or agent of the County in an attempt to secure favorable treatment regarding this Contract.

The County, by written notice, may immediately terminate this Contract if it determines that any improper consideration as described in the preceding paragraph was offered to any officer, employee or agent of the County with respect to the proposal and award process. This prohibition shall apply to any amendment, extension or evaluation process once a contract has been awarded.

Consultant shall immediately report any attempt by a County officer, employee or agent to solicit (either directly or through an intermediary) improper consideration from Consultant. The report shall be made to the supervisor or manager charged with supervision of the employee or the County Administrative Office. In the event of a termination under this provision, the County is entitled to pursue any available legal remedies.

C.21 Informal Dispute Resolution

In the event the County determines that service is unsatisfactory, or in the event of any other dispute, claim, question or disagreement arising from or relating to this Contract or breach thereof, the parties hereto shall use their best efforts to settle the dispute, claim, question or disagreement. To this effect, they shall consult and negotiate with each other in good faith and, recognizing their mutual interests, attempt to reach a just and equitable solution satisfactory to both parties.

C.22 Legality and Severability

The parties' actions under the Contract shall comply with all applicable laws, rules, regulations, court orders and governmental agency orders. The provisions of this Contract are specifically made severable.

If a provision of the Contract is terminated or held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall remain in full effect.

C.23 Licenses, Permits and/or Certifications

Consultant shall ensure that it has all necessary licenses, permits and/or certifications required by Federal, State, County, and municipal laws, ordinances, rules and regulations. The Consultant shall maintain these licenses, permits and/or certifications in effect for the duration of this Contract. Consultant will notify County immediately of loss or suspension of any such licenses, permits and/or certifications. Failure to maintain a required license, permit and/or certification may result in immediate termination of this Contract.

The Project Engineer/Project Manager shall be a registered Professional Civil Engineer licensed in the State of California.

C.24 Material Misstatement/Misrepresentation

If during the course of the administration of this Contract, the County determines that Consultant has made a material misstatement or misrepresentation or that materially inaccurate information has been provided to the County, this Contract may be immediately terminated. If this Contract is terminated according to this provision, the County is entitled to pursue any available legal remedies.

C.25 Mutual Covenants

The parties to this Contract mutually covenant to perform all of their obligations hereunder, to exercise all discretion and rights granted hereunder, and to give all consents in a reasonable manner consistent with the standards of "good faith" and "fair dealing".

C.26 Nondisclosure

Consultant shall hold as confidential and use reasonable care to prevent unauthorized access by, storage, disclosure, publication, dissemination to and/or use by third parties of, confidential information that is either: (1) provided by the County to Consultant or an agent of Consultant or otherwise made available to Consultant or Consultant's agent in connection with this Contract; or, (2) acquired, obtained, or learned by Consultant or an agent of Consultant in the performance of this Contract. For purposes of this provision, confidential information means any data, files, software, information or materials in oral, electronic, tangible or intangible form and however stored, compiled or memorialize and includes, but is not limited to: technology infrastructure, architecture, financial data, trade secrets, equipment specifications, user lists, passwords, research data, and technology data.

C.27 Notice of Delays

Except as otherwise provided herein, when either party has knowledge that any actual or potential situation is delaying or threatens to delay the timely performance of this contract, that party shall, within twenty-four (24) hours, give notice thereof, including all relevant information with respect thereto, to the other party.

C.28 Ownership of Documents

All documents, data, products, graphics, computer programs and reports prepared by Consultant pursuant to the Contract shall be considered property of the County upon payment for services (and products, if applicable). All such items shall be delivered to County at the completion of work under the Contract, subject to the requirements of Article D—Term of the Contract. Unless otherwise directed by County, Consultant may retain copies of such items.

C.29 Reserved

C.30 Air, Water Pollution Control, Safety and Health

Consultant shall comply with all air pollution control, water pollution, safety and health ordinances and statutes, which apply to the work performed pursuant to this Contract.

C.31 Records

Consultant shall maintain all records and books pertaining to the delivery of services under this Contract and demonstrate accountability for contract performance. All records shall be complete and current and comply with all Contract requirements. Failure to maintain acceptable records shall be considered grounds for withholding of payments for invoices submitted and/or termination of the Contract.

All records relating to the Consultant's personnel, consultants, subcontractors, services/Scope of Work and expenses pertaining to this Contract shall be kept in a generally acceptable accounting format. Records should include primary source documents. Fiscal records shall be kept in accordance with Generally Accepted Accounting Principles and must account for all funds, tangible assets, revenue and expenditures. Fiscal records must comply with the appropriate Office of Management and Budget (OMB) Circulars, which state the administrative requirements, cost principles and other standards for accountancy.

C.32 Relationship of the Parties

Nothing contained in this Contract shall be construed as creating a joint venture, partnership, or employment arrangement between the Parties hereto, nor shall either Party have the right, power or authority to create an obligation or duty, expressed or implied, on behalf of the other Party hereto. In the performance of this Contract, Consultant, its agents and employees, shall act in an independent capacity and not as officers, employees, or agents of the County of San Bernardino. Any provision of this Contract that may appear to give the County any right to direct the Consultant concerning the details of performing the services/Scope of Work, or to exercise any control over such performance, shall mean only that the Consultant shall follow the direction of the County concerning the end results of the performance.

C.33 Release of Information

No news releases, advertisements, public announcements or photographs arising out of the Contract or Consultant's relationship with County may be made or used without prior written approval of the County.

C.34 Strict Performance

Failure by a party to insist upon the strict performance of any of the provisions of this Contract by the other party, or the failure by a party to exercise its rights upon the default of the other party, shall not constitute a waiver of such party's right to insist and demand strict compliance by the other party with the terms of this Contract thereafter.

C.35 Subcontracting

Consultant shall obtain County's written consent, which County may withhold in its sole discretion, before entering into Contracts with or otherwise engaging any subcontractors who may supply any part of the services to County. At County's request, Consultant shall provide information regarding the subcontractor's qualifications and a listing of a subcontractor's key personnel including, if requested by the County, resumes of proposed subcontractor personnel. Consultant shall remain directly responsible to County for its subcontractors and shall indemnify County for the actions or omissions of its subcontractors under the terms and conditions specified in Article G. All approved subcontractors shall be subject to the provisions of this Contract applicable to Consultant Personnel.

For any subcontractor, Consultant shall:

C.35.1 Be responsible for subcontractor compliance with the Contract and the subcontract terms and conditions; and

C.35.2 Ensure that the subcontractor follows County's reporting formats and procedures as specified by County.

C.35.3 Include in the subcontractor's subcontract substantially similar terms as are provided in Articles B. Consultant Responsibilities and C. General Contract Requirements.

Upon expiration or termination of this Contract for any reason, County will have the right to enter into direct Contracts with any of the subcontractors. Consultant agrees that its arrangements with

subcontractors will not prohibit or restrict such subcontractors from entering into direct contracts with County.

C.36 Subpoena

In the event that a subpoena or other legal process commenced by a third party in any way concerning the Services provided under this Contract is served upon Consultant or County, such party agrees to notify the other party in the most expeditious fashion possible following receipt of such subpoena or other legal process. Consultant and County further agree to cooperate with the other party in any lawful effort by such other party to contest the legal validity of such subpoena or other legal process commenced by a third party as may be reasonably required and at the expense of the party to whom the legal process is directed, except as otherwise provided herein in connection with defense obligations by Consultant for County.

C.37 Termination for Convenience

The County and the Consultant each reserve the right to terminate the Contract, for any reason, with a thirty (30) day written notice of termination. Such termination may include all or part of the services described herein. Upon such termination, payment will be made to the Consultant for services rendered and expenses reasonably incurred prior to the effective date of termination. Upon receipt of termination notice Consultant shall promptly discontinue services unless the notice directs otherwise. Consultant shall deliver promptly to County and transfer title (if necessary) to all completed work, and work in progress, including drafts, documents, plans, forms, data, products, graphics, computer programs and reports.

C.38 Time of the Essence

Time is of the essence in performance of this Contract and of each of its provisions.

C.39 Venue

The parties acknowledge and agree that this Contract was entered into and intended to be performed in San Bernardino County, California. The parties agree that the venue of any action or claim brought by any party to this Contract will be the Superior Court of California, County of San Bernardino, San Bernardino District. Each party hereby waives any law or rule of the court, which would allow them to request or demand a change of venue. If any action or claim concerning this Contract is brought by any third-party and filed in another venue, the parties hereto agree to use their best efforts to obtain a change of venue to the Superior Court of California, County of San Bernardino, San Bernardino District.

C.40 Conflict of Interest

Consultant shall make all reasonable efforts to ensure that no conflict of interest exists between its officers, employees, or subcontractors and the County. Consultant shall make a reasonable effort to prevent officers, employees, subcontractors, or members of governing bodies from using their positions for purposes that are, or give the appearance of being motivated by a desire for private gain for themselves or others such as those with whom they have family business, or other ties. Officers, employees, and agents of cities, counties, districts, and other local agencies are subject to applicable conflict of interest codes and state law. In the event the County determines a conflict of interest situation exists, any increase in costs, associated with the conflict of interest situation, may be disallowed by the County and such conflict may constitute grounds for termination of the Contract. This provision shall not be construed to prohibit employment of persons with whom Consultant's officers, employees, or agents have family, business, or other ties so long as the employment of such persons does not result in increased costs over those associated with the employment of any other equally qualified applicant.

Consultant acknowledges and agrees that it will not submit a bid, or enter into an agreement with a third party, for the construction of the Project or any future phases of a Project on which it has previously performed work that was assigned to it under this Contract. Consultant agrees not to affiliate with, or receive financial consideration from, any third party in connection with this Project, except as specifically authorized under this Contract.

Consultant understands per the attached Conflict of Interest and Political Reform Act Obligations (Attachment B) that the Department of Public Works Director has determined Consultant meets Disclosure Determination number 1 and that no disclosure is required.

C.41 Former County Administrative Officials

Consultant agrees to provide, or has already provided information on former County of San Bernardino administrative officials (as defined below) who are employed by or represent Consultant. The information provided includes a list of former County administrative officials who terminated County employment within the last five years and who are now officers, principals, partners, associates or members of the business. The information also includes the employment with or representation of Consultant. For purposes of this provision, "County administrative official" is defined as a member of the Board of Supervisors or such officer's staff, County Executive Officer or member of such officer's staff, County department or group head, assistant department or group head, or any employee in the Exempt Group, Management Unit or Safety Management Unit.

C.42 Disclosure of Criminal and Civil Procedures

County reserves the right to request the information described herein from Consultant. Failure to provide the information may result in a termination of the Contract. The County also reserves the right to obtain the requested information by way of a background check performed by an investigative firm. The Consultant also may be requested to provide information to clarify initial responses. Negative information discovered may result in Contract termination.

Consultant is required to disclose whether the firm, or any of its partners, principals, members, associates or key employees (as that term is defined herein), within the last ten years, has been indicted on or had charges brought against it or them (if still pending) or convicted of any crime or offense arising directly or indirectly from the conduct of the firm's business, or whether the firm, or any of its partners, principals, members, associates or key employees, has within the last ten years, been indicted on or had charges brought against it or them (if still pending) or convicted of any crime or offense involving financial misconduct or fraud. If the response is affirmative, the Consultant will be asked to describe any such indictments or charges (and the status thereof), convictions and the surrounding circumstances in detail.

In addition, the Consultant is required to disclose whether the firm, or any of its partners, principals, members, associates or key employees, within the last ten years, has been the subject of legal proceedings as defined herein arising directly from the provision of services by the firm or those individuals. "Legal proceedings" means any civil actions filed in a court of competent jurisdiction, or any matters filed by an administrative or regulatory body with jurisdiction over the firm or the individuals. If the response is affirmative, the Consultant will be asked to describe any such legal proceedings (and the status and disposition thereof) and the surrounding circumstances in detail.

For purposes of this provision "key employees" includes any individuals providing direct service to the County. "Key employees" do not include clerical personnel providing service at the firm's offices or locations.

C.43 Copyright

County shall have a royalty-free, non-exclusive and irrevocable license to publish, disclose, copy, translate, and otherwise use, copyright or patent, now and hereafter, all reports, studies, information, data, statistics, forms, designs, plans, procedures, systems, and any other materials or properties developed under this Contract including those covered by copyright, and reserves the right to authorize others to use or reproduce such material. All such materials developed under the terms of this Contract shall acknowledge the County of San Bernardino as the funding agency and Consultant as the creator of the publication. No such materials, or properties produced in whole or in part under this Contract shall be subject to private use, copyright or patent right by Consultant in the United States or in any other country without the express written consent of County. Copies of all educational and training materials, curricula, audio/visual aids, printer material, and periodicals, assembled pursuant to this Contract must be filed with the County prior to publication.

C.44 Artwork, Proofs and Negatives

All artwork, proofs, and/or negatives in either print or digital format for anything produced under the terms of this Contract are the property of the County. These items must be returned to the County within ten (10) days, upon written notification to the Consultant. In the event of a failure to return the documents, the County is entitled to pursue any available legal remedies. In addition, Consultant will be barred from all future solicitations, for a period of at least six (6) months.

C.45 Iran Contracting Act

IRAN CONTRACTING ACT OF 2010, Public Contract Code sections 2200 et seq. (Applicable for all Contracts of one million dollars (\$1,000,000) or more). In accordance with Public Contract Code section 2204(a), the Consultant certifies that at the time the Contract is signed, the Consultant signing the Contract is not identified on a list created pursuant to subdivision (b) of Public Contract Code section 2203 as a person (as defined in Public Contract Code section 2202(e)) engaging in investment activities in Iran described in subdivision (a) of Public Contract Code section 2202.5, or as a person described in subdivision (b) of Public Contract Code section 2202.5, as applicable.

Consultants are cautioned that making a false certification may subject the Consultant to civil penalties, termination of existing contract, and ineligibility to bid on a contract for a period of three (3) years in accordance with Public Contract Code section 2205.

C.46 Prevailing Wage Laws

By its execution of this Contract, Consultant certifies that it is aware of the requirements of California Labor Code Sections 1720 et seq. and 1770 et seq. as well as California Code of Regulations, Title 8, Section 16000 et seq. ("Prevailing Wage Laws"), which require the payment of prevailing wage rates and the performance of other requirements on certain "public works" and "maintenance" projects. Section 1720 of the California Labor Code states in part: "For purposes of this paragraph, 'construction' includes work performed during the design, site assessment, feasibility study, and other preconstruction phases of construction including, but not limited to, inspection and land surveying work..." If the Services/Scope of Work are being performed as part of an applicable "public works" or "maintenance" project, as defined by the Prevailing Wage Laws, and if the total compensation is \$1,000 or more, Consultant agrees to fully comply with such Prevailing Wage Laws. Consultant shall make copies of the prevailing rates of per diem wages for each craft, classification or type of worker needed to execute the Services available to interested parties upon request, and shall post copies at the Consultant's principal place of business and at the project site. Consultant will also adhere to any other applicable requirements, including but not limited to, those regarding the employment of apprentices, travel and subsistence pay, retention and inspection of payroll records, workers compensation and forfeiture of penalties prescribed in the Labor Code for violations. Consultant shall defend, indemnify and hold the County, its elected officials, officers, employees and agents free and harmless from any claims, liabilities, costs, penalties or interest arising out of any failure or alleged failure to comply with Prevailing Wage Laws. See Attachment A, which is attached and incorporated by reference, for additional information regarding Prevailing Wage Laws. Consultant shall comply with all applicable terms and conditions in Attachment A. The applicable general prevailing wage determinations are on file with the County and are available to any interested party on request. Consultant shall post a copy of the applicable prevailing wage determinations at the job site.

C.47 Errors, Omissions and/or Conflicts

Consultant shall be responsible for the integrity of all design and research studies prepared or approved by the Consultant and should County suffer damages due to errors, omissions, and/or conflicts within such documents, the Consultant shall be responsible to County for costs of all such damages.

C.48 Additional Requirements of the San Bernardino County Flood Control District

All of the San Bernardino County Flood Control District's revenues as defined below, have been pledged to secure the payment of the principal and interest on certain bonds and refunding bonds ("Bonds") issued by the San Bernardino County Flood Control District in May 2007. The pledge constitutes a first lien on the revenues for the payment of the Bonds. Any payments under this Contract are subject to the prior pledge of revenues described above. San Bernardino County Flood Control District payments pursuant to this Contract will be made to the extent there are sufficient funds available after payment of the Bonds.

For purposes of this paragraph, "revenues" shall mean all income and revenue received by the San Bernardino County Flood Control District from the operation or ownership of the flood and storm water control and conservation facilities ("Flood Control System") of the San Bernardino County Flood Control District (including but not limited to, all real and personal property, or any interest therein, and all additions, improvements, betterments and extensions thereto), determined in accordance with Generally Accepted Accounting Principles, including all ad valorem property taxes received by the San Bernardino County Flood Control District pursuant to Article XIII A of the Constitution of the State of California and Section 95 et seq. of the California Revenue and Taxation Code, all rents, royalties and license and permit fees and charges received by the San Bernardino County Flood Control District, investment income and all other money howsoever derived by the San Bernardino County Flood Control District from the operation or ownership of the Flood Control System or arising from the Flood Control System, but excluding (a) ad valorem property taxes levied to pay any voter approved general obligation indebtedness of the San Bernardino County Flood Control District, (b) assessments levied pursuant to Section 43-7 or Section 43-26.9 of the San Bernardino County Flood Control Act (Cal. Water Code App. Sect. 43-1 et seq.), and (c) grants, advances or contributions in aid of construction, except to the extent such grants are unrestricted and available for any expenditure of the San Bernardino County Flood Control District.

C.49 Regulatory Agencies

Except for emergencies, or except for situations where contact is required by law or relevant professional canons of ethics (in which case Consultant will use its professional efforts to notify and confer with the County before such contact, the parties recognizing that there may not be time for such in an emergency), Consultant shall not contact the Local Enforcement Agency, South Coast Air Quality Management District or other regulatory agencies concerning any site that is the subject of this Contract without Department of Public Works prior approval.

D. TERM OF CONTRACT

This Contract is effective as of July 14, 2020, and expires July 13, 2024, but may be terminated earlier in accordance with provisions of this Contract. The Contract term may be extended for two additional one-year periods by mutual agreement of the parties.

E. COUNTY RESPONSIBILITIES

E.1 Provide Consultant with primary and secondary points of contact to facilitate the terms of the Contract. They are as follows:

Primary Point of Contact/Contract Administrator:

County of San Bernardino
Department of Public Works
Transportation Design Division
Attn: Thomas Bustamonte, P.E.
825 East Third Street, Room 145
San Bernardino, CA 92415-0835
Phone: (909) 387-7922; Fax: (909) 387-7899
Email: thomas.busatmonte@dpw.sbcounty.gov

Secondary Point of Contact:

County of San Bernardino
Department of Public Works
Transportation Design Division
Attn: Mervat Mikhail, P.E.
Phone: (909) 387-7940; Email: mmikhail@dpw.sbcounty.gov

Environmental Services Point of Contact:

County of San Bernardino
Department of Public Works
Environmental Management Division
Attn: Harold Zamora, P.E.
Phone: (909) 387-8109; Email: hzamora@dpw.sbcounty.gov

E.2 Furnish to Consultant, as required, and if presently available for performance of Consultant's Scope of Work, any pertinent information related to the Project.

E.3 Provide Consultant with up-to-date information as it becomes available which may have an effect on the services being performed by Consultant for the Project.

E.4 Examine all studies, reports, sketches, estimates, drawings, proposals and other documents presented by Consultant's work under this Agreement.

E.5 Designate in writing a person or persons to act as representative of County with respect to the work to be performed under this Agreement. Such personnel shall transmit instructions, receive information, and interpret policies and decisions of County with respect to the Project and the work covered by this Agreement.

E.6 Give prompt written notice to Consultant whenever County asserts that Consultant's performance is deficient with regards to the Project.

E.7 Obtain, with Consultant's assistance, approval of all governmental authorities having jurisdiction over the Project and such approvals and consents

F. FISCAL PROVISIONS

F.1 The maximum amount of payment under this Contract shall not exceed \$2,498,918, of which 88.53% (\$2,212,292.11) is federally funded with the County match of 11.47% (\$286,625.89), and shall be subject to availability of other funds to the County. The consideration to be paid to Consultant, as provided herein, shall be in full payment for all Consultant's services and expenses incurred in the performance hereof, including travel and per diem.

Consultant bears the risk that it may not be able to generate its anticipated (or any) profit in completing its performance of all required items of work for the specified level of compensation. In no event shall Consultant be entitled to receive compensation for any item of work required of Consultant under the terms of the Contract, which item of work is not performed by Consultant (including Consultant's agents and approved subcontractors).

F.2 Consultant's "Cost Proposal", attached as Exhibit B, hereto, sets out the Consultant's estimate of the cost (including wages) of completing the Scope of Work. The Cost Proposal was used by the County to determine the reasonableness of the cost of Consultant's proposal and is further used in making progress payments to Consultant and in making payment to Consultant in the event of the termination of the Contract prior to the completion of all items of work. In addition, each task amount identified in Exhibit B is a not-to-exceed amount that may not be changed by CONSULTANT without the written approval of COUNTY. COUNTY's Director of the Department of Public Works may approve changes to the task amount so long as the maximum amount of reimbursement/payment under this Agreement does not increase. Consultant is not entitled to any additional compensation by virtue of its costs (including wages) for any item of work exceeding the cost set forth in its Cost Proposal, including excess costs related to delays in completion of the Project. Payment shall be made on a percent of task completed to the County's satisfaction pursuant to Exhibit B.

F.3 The method of payment for this Agreement will be based on actual cost plus a fixed fee. Local Agency will reimburse Consultant for actual costs (including labor costs, employee benefits, travel, equipment rental costs, overhead and other direct costs) incurred by Consultant in performance of the work. Consultant will not be reimbursed for actual costs that exceed the estimated wage rates, employee benefits, travel, equipment rental, overhead, and other estimated costs set forth in the approved Consultant's Cost Proposal, unless additional reimbursement is provided for by Agreement amendment. In no event, will Consultant be reimbursed for overhead costs at a rate that exceeds County's approved overhead rate set forth in the Cost Proposal. In the event, that County determines that a change to the work from that specified in the Cost Proposal and Agreement is required, the Agreement time or actual costs reimbursable by County shall be adjusted by Agreement amendment to accommodate the changed

work. The maximum total cost as specified F.1 not be exceeded, unless authorized by Agreement amendment.

F.4 The indirect cost rate established for this Agreement is extended through the duration of this specific Agreement. Consultant's agreement to the extension of the 1-year applicable period shall not be a condition or qualification to be considered for the work or Agreement award.

F.5 The County will pay Consultant a fixed fee not to exceed \$2,498,918, which is to include any allowable costs. The fixed fee is nonadjustable for the term of the Agreement, except in the event of a significant change in the scope of work and such adjustment is made by Agreement amendment.

F.6 Reimbursement for transportation and subsistence costs shall not exceed the rates specified in the approved Cost Proposal.

F.7 When milestone cost estimates are included in the approved Cost Proposal, Consultant shall obtain prior written approval for a revised milestone cost estimate from the Contract Administrator before exceeding such cost estimate.

F.8 Progress payments will be made monthly in arrears based on services provided and allowable incurred costs. A pro rata portion of Consultant's fixed fee will be included in the monthly progress payments. If Consultant fails to submit the required deliverable items according to the schedule set forth in the Statement of Work, County shall have the right to delay payment or terminate this Agreement.

F.9 No payment will be made prior to approval of any work, nor for any work performed prior to approval of this Agreement.

F.10 Consultant will be reimbursed promptly according to California Regulations upon receipt by County's DPWBillPay@dpw.sbcounty.gov of itemized invoices. Invoices shall be submitted no later than thirty (30) calendar days after the performance of work for which Consultant is billing. Invoices shall detail the work performed on each milestone and each project as applicable. Invoices shall follow the format stipulated for the approved Cost Proposal and shall reference this Agreement number and project title. Final invoice must contain the final cost and all credits due County including any equipment purchased under the provisions of Article XI Equipment Purchase. The final invoice should be submitted within sixty (60) calendar days after completion of Consultant's work. Invoices shall be mailed to County's Contract Administrator at the following address:

F.11 The total amount payable by County including the fixed fee shall not exceed \$2,498,918

F.12 For personnel subject to prevailing wage rates as described in the California Labor Code, all salary increases, which are the direct result of charges in the prevailing wage rates are reimbursable.

F.13 Consultant shall accept all payments from County via electronic funds transfer (EFT) directly deposited into the Consultant's designated checking or other bank account. Consultant shall promptly comply with directions and accurately complete forms provided by County required to process EFT payments.

F.14 County is exempt from Federal excise taxes and no payment shall be made for any personal property taxes levied on Consultant or on any taxes levied on employee wages. The County shall only pay for any State or local sales or use taxes on the services rendered or equipment and/or parts supplied to the County pursuant to the Contract.

F.15 Funds made available under this Contract shall not supplant any federal, state or any governmental funds intended for services of the same nature as this Contract. Consultant shall not claim reimbursement or payment from County for, or apply sums received from County with respect to that portion of its obligations that have been paid by another source of revenue. Consultant agrees that it will not use funds received pursuant to this Contract, either directly or indirectly, as a contribution or

compensation for purposes of obtaining funds from another revenue source without prior written approval of the County.

F.16 Consultant shall adhere to the County's Travel Management Policy (8-02 and 08-02SP1) when travel is pursuant to this Contract and for which reimbursement is sought from the County. In addition, Consultant is encouraged to utilize local transportation services, including but not limited to, the Ontario International Airport.

G. INDEMNIFICATION AND INSURANCE REQUIREMENTS

G.1 Indemnification

Consultant shall defend and indemnify County for claims that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the Consultant. This Agreement incorporates by reference the provisions of Civil Code section 2782.8, including, but not limited to, the provisions that concern the duty and cost to defend the County.

The Consultant agrees to indemnify, defend (with counsel reasonably approved by County) and hold harmless the County and its authorized officers, employees, agents and volunteers from any and all claims, actions, losses, damages and/or liability arising out of this Contract from any cause whatsoever, including the acts, errors or omissions of any person and for any costs or expenses incurred by the County on account of any claim except where such indemnification is prohibited by law. This indemnification provision shall apply regardless of the existence or degree of fault of indemnities. The Consultant indemnification obligation applies to the County's "active" as well as "passive" negligence but does not apply to the County's "sole negligence" or "willful misconduct" within the meaning of Civil Code section 2782.

G.2 Additional Insured

All policies, except for Worker's Compensation, Errors and Omissions and Professional Liability policies shall contain additional endorsements naming the County and its officers, employees, agents and volunteers as additional named insured with respect to liabilities arising out of the performance of services hereunder. The additional insured endorsements shall not limit the scope of coverage for the County to vicarious liability but shall allow coverage for the County to the full extent provided by the policy. Such additional insured coverage shall be at least as broad as Additional Insured (Form B) endorsement form ISO, CG 2010.11 85.

G.3 Waiver of Subrogation Rights

Consultant shall require the carriers of required coverages to waive all rights of subrogation against the County, its officers, employees, agents, volunteers, contractors and subcontractors. All general or auto liability insurance coverage provided shall not prohibit Consultant and Consultant's employees or agents from waiving the right of subrogation prior to a loss or claim. Consultant hereby waives all rights of subrogation against the County.

G.4 Policies Primary and Non-Contributory

All policies required herein are to be primary and non-contributory with any insurance or self-insurance programs carried or administered by the County.

G.5 Severability of Interests

Consultant agrees to ensure that coverage provided to meet these requirements is applicable separately to each insured and there will be no cross liability exclusions that preclude coverage for suits between Consultant and County or between County and any other insured or additional insured under the policy.

G.6 Proof of Coverage

Consultant shall furnish Certificates of Insurance to the County Department administering the Contract evidencing the insurance coverage at the time the Contract is executed, additional endorsements, as required shall be provided prior to the commencement of performance of services hereunder, which certificates shall provide that such insurance shall not be terminated or expire without thirty (30) days written notice to the Department, and Consultant shall maintain such insurance from the time Consultant

commences performance of services hereunder until the completion of such services. Within fifteen (15) days of the commencement of this contract, Consultant shall furnish a copy of the Declaration page for all applicable policies and will provide complete certified copies of the policies and endorsements immediately upon request. The County will not be responsible for any premiums or assessments on the policies. New certificates of Insurance are subject to the approval of the County. In the event Consultant fails to keep in effect at all times insurance coverage as herein provided, County may, in addition to any other remedies it may have, terminate this Agreement upon occurrence of such event.

G.7 Acceptability of Insurance Carrier

Unless otherwise approved by Risk Management, insurance shall be written by insurers authorized to do business in the State of California and with a minimum "Best" Insurance Guide rating of "A- VII".

G.8 Deductibles and Self-Insured Retention

Any and all deductibles or self-insured retentions in excess of \$10,000 shall be declared to and approved by Risk Management.

G.9 Failure to Procure Coverage

In the event that any policy of insurance required under this Contract does not comply with the requirements, is not procured, or is canceled and not replaced, County has the right but not the obligation or duty to cancel this Contract or obtain insurance if it deems necessary and any premiums paid by County will be promptly reimbursed by Consultant or County payments to the Consultant will be reduced to pay for County purchased insurance.

G.10 Insurance Review

Insurance requirements are subject to periodic review by County. The Director of Risk Management or designee is authorized, but not required, to reduce, waive or suspend any insurance requirements whenever Risk Management determines that any of the required insurance is not available, is unreasonably priced, or is not needed to protect the interests of County. In addition, if the Department of Risk Management determines that heretofore unreasonably priced or unavailable types of insurance coverage or coverage limits become reasonably priced or available, the Director of Risk Management or designee is authorized, but not required, to change the above insurance requirements to require additional types of insurance coverage or higher coverage limits, provided that any such change is reasonable in light of past claims against County, inflation, or any other item reasonably related to the County's risk.

Any change requiring additional types of insurance coverage or higher coverage limits must be made by amendment to this contract. Consultant agrees to execute any such amendment within thirty (30) days of receipt.

Any failure, actual or alleged, on the part of County to monitor or enforce compliance with any of the insurance and indemnification requirements will not be deemed as a waiver of any rights on the part of County.

G.11 Consultant agrees to provide insurance set forth in accordance with the requirements herein. If Consultant uses existing coverage to comply with these requirements and that coverage does not meet the specified requirements, Consultant agrees to amend, supplement or endorse the existing coverage to do so.

Without in anyway affecting the indemnity herein provided and in addition thereto, Consultant shall secure and maintain throughout the contract term the following types of insurance with limits as shown:

G.11.1 Workers' Compensation/Employer's Liability – A program of Workers' Compensation insurance or a state-approved, self-insurance program in an amount and form to meet all applicable requirements of the Labor Code of the State of California, including Employer's Liability

with \$250,000 limits covering all persons including volunteers providing services on behalf of the Consultant and all risks to such persons under this contract.

If Consultant has no employees, it may certify or warrant to the County that it does not currently have any employees or individuals who are defined as “employees” under the Labor Code and the requirement for Workers’ Compensation coverage will be waived by the County’s Director of Risk Management.

With respect to Consultants that are non-profit corporations organized under California or Federal law, volunteers for such entities are required to be covered by Workers’ Compensation insurance.

G.11.2 Commercial/General Liability Insurance –Consultant shall carry General Liability Insurance covering all operations performed by or on behalf of Consultant providing coverage for bodily injury and property damage with a combined single limit of not less than one million dollars (\$1,000,000), per occurrence. The policy coverage shall include:

- a. Premises operations and mobile equipment.
- b. Products and completed operations.
- c. Broad form property damage (including completed operations).
- d. Explosion, collapse and underground hazards.
- e. Personal injury.
- f. Contractual liability.
- g. \$2,000,000 general aggregate limit.

G.11.3 Automobile Liability Insurance – Primary insurance coverage shall be written on ISO Business Auto coverage form for all owned, hired and non-owned automobiles or symbol 1 (any auto). The policy shall have a combined single limit of not less than one million dollars (\$1,000,000) for bodily injury and property damage, per occurrence.

If Consultant is transporting one or more non-employee passengers in performance of contract services, the automobile liability policy shall have a combined single limit of two million dollars (\$2,000,000) for bodily injury and property damage per occurrence.

If Consultant owns no autos, a non-owned auto endorsement to the General Liability policy described above is acceptable.

G.11.4 Umbrella Liability Insurance – An umbrella (over primary) or excess policy may be used to comply with limits or other primary coverage requirements. When used, the umbrella policy shall apply to bodily injury/property damage, personal injury/advertising injury and shall include a “dropdown” provision providing primary coverage for any liability not covered by the primary policy. The coverage shall also apply to automobile liability.

G.11.5 Professional Liability – Professional Liability Insurance with limits of not less than one million (\$1,000,000) per claim and two million (\$2,000,000) aggregate limits

or

Errors and Omissions Liability Insurance – Errors and Omissions Liability Insurance with limits of not less than one million (\$1,000,000) and two million (\$2,000,000) aggregate limits

If insurance coverage is provided on a “claims made” policy, the “retroactive date” shall be shown and must be before the date of the state of the contract work. The claims made insurance shall be maintained or “tail” coverage provided for a minimum of five (5) years after contract completion.

H. SUCCESSORS AND ASSIGNS

H.1 This Contract shall be binding upon County and Consultant and their respective successors and assigns.

H.2 Neither the performance of this Contract, nor any part thereof, nor any monies due or to become due thereunder may be assigned by Consultant without the prior written consent and approval of County.

H.3 Death or Incapacity: If the Consultant transacts business as an individual, his/her death or incapacity shall automatically terminate this Contract as of the date of such event, and neither he/she nor his/her estate shall have any further right to perform hereunder, and County shall pay him/her or his/her estate the compensation payable under Article F, Fiscal Provisions, for any services rendered prior to such termination not heretofore paid, reduced by the amount of additional costs which will be incurred by County by reason of such termination. If there be more than one Consultant and any one of them die or become incapacitated and the others continue to render the services covered herein, County will make payment to those continuing as though there had been no such death or incapacity and County will not be obliged to take any account of the person who died or became incapacitated or to make any payments to such person or his estate. The provision shall apply in the event of progressive or simultaneous occasions of death or incapacity among any group of persons named as Consultant herein, and if death or incapacity befalls the last one of such group before this Contract is fully performed, then the rights shall be as if there had been only one Consultant.

I. RIGHT TO MONITOR AND AUDIT

I.1 The County, State and Federal government shall have absolute right to review and audit all records, books, papers, documents, corporate minutes, and other pertinent items as requested, and shall have absolute right to monitor the performance of Consultant in the delivery of services provided under this Contract. Consultant shall give full cooperation, in any auditing or monitoring conducted. Consultant shall cooperate with the County in the implementation, monitoring, and evaluation of this Contract and comply with any and all reporting requirements established by the County.

I.2 All records pertaining to services delivered and all fiscal, statistical and management books and records shall be available for examination and audit by County representatives for a period of three years after final payment under the Contract or until all pending County, State and Federal audits are completed, whichever is later.

J. CORRECTION OF PERFORMANCE DEFICIENCIES

J.1 Failure by Consultant to comply with any of the provisions, covenants, requirements or conditions of this Contract shall be a material breach of this Contract. Prior to either party commencing any legal action under this Agreement, the parties agree to try in good faith, to settle any dispute amicably between them. If a dispute has not been settled after forty-five (45) days of good-faith negotiations and as may be otherwise provided herein, then either party may commence legal action against the other.

J.2 Any dispute, other than audit, concerning a question of fact arising under this Agreement that is not disposed of by agreement shall be decided by a committee consisting of County's Contract Administrator and Director of Department of Public Works, who may consider written or verbal information submitted by Consultant.

J.3 Not later than thirty (30) calendar days after completion of all deliverables necessary to complete the plans, specifications and estimate, Consultant may request review by County Governing Board of unresolved claims or disputes, other than audit. The request for review will be submitted in writing.

J.4 Not later than thirty (30) calendar days after completion of all work under the Agreement, Consultant may request review by County Governing Board of unresolved claims or disputes, other than audit. The request for review will be submitted in writing.

J.5 Neither the pendency of a dispute, nor its consideration by the committee will excuse Consultant from full and timely performance in accordance with the terms of this Agreement.

J.6 Unless a remedy is specifically designated as exclusive, no remedy conferred by any of the specific provision of the Contract is intended to be exclusive of any other remedy, and each and every remedy shall be cumulative and shall be in addition to every other remedy given hereunder, now or

hereafter existing at law or in equity or by statute or otherwise. The election of any one or more remedies by either Party shall not constitute a waiver of the right to pursue other available remedies.

K. CONSULTANT'S REPORTS OR MEETINGS

K.1 Consultant shall submit progress reports at least once a month. The report should be sufficiently detailed for the County's Contract Administrator to determine, if Consultant is performing to expectations, or is on schedule; to provide communication of interim findings, and to sufficiently address any difficulties or special problems encountered, so remedies can be developed.

K.2 Consultant's Project Manager shall meet with County's Contract Administrator, as needed, to discuss progress on the Agreement.

L. TEMPORARY SUSPENSION

L.1 County may temporarily suspend this Agreement, at no additional cost to County, provided that Consultant is given written notice (delivered by certified mail, return receipt requested) of temporary suspension. If County gives such notice of temporary suspension, Consultant shall immediately suspend its activities under this Agreement. A temporary suspension may be issued concurrent with the notice of termination

M. COST PRINCIPLES AND ADMINISTRATIVE REQUIREMENTS

M.1 The Consultant agrees that 48 CFR Part 31, Contract Cost Principles and Procedures, shall be used to determine the allowability of individual terms of cost.

M.2 The Consultant also agrees to comply with Federal procedures in accordance with 2 CFR Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.

M.3 Any costs for which payment has been made to the Consultant that are determined by subsequent audit to be unallowable under 48 CFR Part 31 or 2 CFR Part 200 are subject to repayment by the Consultant to County.

M.4 When a Consultant or Subconsultant is a Non-Profit Organization or an Institution of Higher Education, the Cost Principles for Title 2 CFR Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards shall apply.

N. AUDIT REVIEW PROCEDURES

N.1 Any dispute concerning a question of fact arising under an interim or post audit of this Agreement that is not disposed of by Agreement, shall be reviewed by County's Chief Financial Officer.

N.2 Not later than thirty (30) calendar days after issuance of the final audit report, Consultant may request a review by County's Chief Financial Officer of unresolved audit issues. The request for review will be submitted in writing.

N.3 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 Agreement.

N.4 Consultant and subconsultant Agreements, including cost proposals and Indirect Cost Rates (ICR), may be subject to audits or reviews such as, but not limited to, an Agreement audit, an incurred cost audit, an ICR Audit, or a CPA ICR audit work paper review. If selected for audit or review, the Agreement, cost proposal and ICR and related work papers, if applicable, will be reviewed to verify compliance with 48 CFR Part 31 and other related laws and regulations. In the instances of a CPA ICR audit work paper review it is Consultant's responsibility to ensure federal, County, or local government officials are allowed full access to the CPA's work papers including making copies as necessary. The Agreement, cost proposal, and ICR shall be adjusted by Consultant and approved by County Contract Administrator to conform to the audit or review recommendations. Consultant agrees that individual terms of costs identified in the audit report shall be incorporated into the Agreement by this reference if directed by County at its sole discretion. Refusal by Consultant to incorporate audit or review recommendations,

or to ensure that the federal, County or local governments have access to CPA work papers, will be considered a breach of Agreement terms and cause for termination of the Agreement and disallowance of prior reimbursed costs.

N.5 Consultant's Cost Proposal may be subject to a CPA ICR Audit Work Paper Review and/or audit by the Independent Office of Audits and Investigations (IOAI). IOAI, at its sole discretion, may review and/or audit and approve the CPA ICR documentation. The Cost Proposal shall be adjusted by the Consultant and approved by the County Contract Administrator to conform to the Work Paper Review recommendations included in the management letter or audit recommendations included in the audit report. Refusal by the Consultant to incorporate the Work Paper Review recommendations included in the management letter or audit recommendations included in the audit report will be considered a breach of the Agreement terms and cause for termination of the Agreement and disallowance of prior reimbursed costs.

N.5.1 During IOAI's review of the ICR audit work papers created by the Consultant's independent CPA, IOAI will work with the CPA and/or Consultant toward a resolution of issues that arise during the review. Each party agrees to use its best efforts to resolve any audit disputes in a timely manner. If IOAI identifies significant issues during the review and is unable to issue a cognizant approval letter, County will reimburse the Consultant at an accepted ICR until a FAR (Federal Acquisition Regulation) compliant ICR {e.g. 48 CFR Part 31; GAGAS (Generally Accepted Auditing Standards); CAS (Cost Accounting Standards), if applicable; in accordance with procedures and guidelines of the American Association of State Highways and Transportation Officials (AASHTO) Audit Guide; and other applicable procedures and guidelines} is received and approved by IOAI.

Accepted rates will be as follows:

- a. If the proposed rate is less than one hundred fifty percent (150%) - the accepted rate reimbursed will be ninety percent (90%) of the proposed rate.
- b. If the proposed rate is between one hundred fifty percent (150%) and two hundred percent (200%) - the accepted rate will be eighty-five percent (85%) of the proposed rate.
- c. If the proposed rate is greater than two hundred percent (200%) - the accepted rate will be seventy-five percent (75%) of the proposed rate.

N.5.2 If IOAI is unable to issue a cognizant letter per paragraph N.5.1 above, IOAI may require Consultant to submit a revised independent CPA-audited ICR and audit report within three (3) months of the effective date of the management letter. IOAI will then have up to six (6) months to review the Consultant's and/or the independent CPA's revisions.

N.5.3 If the Consultant fails to comply with the provisions of this paragraph N.5, or if IOAI is still unable to issue a cognizant approval letter after the revised independent CPA audited ICR is submitted, overhead cost reimbursement will be limited to the accepted ICR that was established upon initial rejection of the ICR and set forth in paragraph N.5.1 above for all rendered services. In this event, this accepted ICR will become the actual and final ICR for reimbursement purposes under this Agreement.

N.5.4 Consultant may submit to County final invoice only when all of the following items have occurred: (1) IOAI accepts or adjusts the original or revised independent CPA audited ICR; (2) all work under this Agreement has been completed to the satisfaction of County; and, (3) IOAI has issued its final ICR review letter. The Consultant MUST SUBMIT ITS FINAL INVOICE TO County no later than sixty (60) calendar days after occurrence of the last of these items. The accepted ICR will apply to this Agreement and all other agreements executed between County and the Consultant, either as a prime or subconsultant, with the same fiscal period ICR.

N.5.5 Consultant and subconsultant agree to fix their ICR for the term of the contract unless the Consultant or subconsultant choose to use a lower rate.

O. SUBCONTRACTING

O.1 Nothing contained in this Agreement or otherwise, shall create any contractual relation between the County and any Subconsultants, and no subagreement shall relieve the Consultant of its responsibilities and obligations hereunder. The Consultant agrees to be as fully responsible to the County for the acts and omissions of its Subconsultants and of persons either directly or indirectly employed by any of them as it is for the acts and omissions of persons directly employed by the Consultant. The Consultant's obligation to pay its Subconsultants is an independent obligation from the County's obligation to make payments to the Consultant.

O.2 The Consultant shall perform the work contemplated with resources available within its own organization and no portion of the work shall be subcontracted without written authorization by the County Contract Administrator, except that which is expressly identified in the Consultant's approved Cost Proposal.

O.3 Any subagreement entered into as a result of this Agreement, shall contain all the provisions stipulated in this entire Agreement to be applicable to Subconsultants unless otherwise noted.

O.4 Consultant shall pay its Subconsultants within Fifteen (15) calendar days from receipt of each payment made to the Consultant by the County.

O.5 Any substitution of Subconsultants must be approved in writing by the County Contract Administrator in advance of assigning work to a substitute Subconsultant.

P. EQUIPMENT PURCHASE AND OTHER CAPITAL EXPENDITURES

P.1 Prior authorization in writing by County's Contract Administrator shall be required before Consultant enters into any unbudgeted purchase order, or subcontract exceeding five thousand dollars (\$5,000) for supplies, equipment, or Consultant services. Consultant shall provide an evaluation of the necessity or desirability of incurring such costs.

P.2 For purchase of any item, service, or consulting work not covered in Consultant's approved Cost Proposal and exceeding five thousand dollars (\$5,000), with prior authorization by County's Contract Administrator, three competitive quotations must be submitted with the request, or the absence of bidding must be adequately justified.

P.3 Any equipment purchased with funds provided under the terms of this Agreement is subject to the following:

P.3.1 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 five thousand dollars (\$5,000) or more. If the purchased equipment needs replacement and is sold or traded in, County shall receive a proper refund or credit at the conclusion of the Agreement, or if the Agreement is terminated, Consultant may either keep the equipment and credit 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 County in an amount equal to the sales price. If Consultant elects to keep the equipment, fair market value shall be determined at 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 County and Consultant, if it is determined to sell the equipment, the terms and conditions of such sale must be approved in advance by County.

P.3.2 Regulation 2 CFR Part 200 requires a credit to Federal funds when participating equipment with a fair market value greater than five thousand dollars (\$5,000) is credited to the project.

Q. STATE PREVAILING WAGE RATES

Q.1 No Consultant or Subconsultant may be awarded an Agreement containing public work elements unless registered with the Department of Industrial Relations (DIR) pursuant to Labor Code §1725.5.

Registration with DIR must be maintained throughout the entire term of this Agreement, including any subsequent amendments.

Q.2 The Consultant shall comply with all of the applicable provisions of the California Labor Code requiring the payment of prevailing wages. The General Prevailing Wage Rate Determinations applicable to work under this Agreement are available and on file with the Department of Transportation's Regional/District Labor Compliance Officer (<https://dot.ca.gov/programs/construction/labor-compliance>). These wage rates are made a specific part of this Agreement by reference pursuant to Labor Code §1773.2 and will be applicable to work performed at a construction project site. Prevailing wages will be applicable to all inspection work performed at County construction sites, at County facilities and at off-site locations that are set up by the construction contractor or one of its subcontractors solely and specifically to serve County projects. Prevailing wage requirements do not apply to inspection work performed at the facilities of vendors and commercial materials suppliers that provide goods and services to the general public.

Q.3 General Prevailing Wage Rate Determinations applicable to this project may also be obtained from the Department of Industrial Relations Internet site at <http://www.dir.ca.gov>.

Q.4 Payroll Records

Q.4.1 Each Consultant and Subconsultant shall keep accurate certified payroll records and supporting documents as mandated by Labor Code §1776 and as defined in 8 CCR §16000 showing the name, address, social security number, work classification, straight time and overtime hours worked each day and week, and the actual per diem wages paid to each journeyman, apprentice, worker, or other employee employed by the Consultant or Subconsultant in connection with the public work. Each payroll record shall contain or be verified by a written declaration that it is made under penalty of perjury, stating both of the following:

- a. The information contained in the payroll record is true and correct.
- b. The employer has complied with the requirements of Labor Code §1771, §1811, and §1815 for any work performed by his or her employees on the public works project.

Q.4.2 The payroll records enumerated under paragraph (1) above shall be certified as correct by the Consultant under penalty of perjury. The payroll records and all supporting documents shall be made available for inspection and copying by County representative's at all reasonable hours at the principal office of the Consultant. The Consultant shall provide copies of certified payrolls or permit inspection of its records as follows:

- a. A certified copy of an employee's payroll record shall be made available for inspection or furnished to the employee or the employee's authorized representative on request.
- b. A certified copy of all payroll records enumerated in paragraph (1) above, shall be made available for inspection or furnished upon request to a representative of County, the Division of Labor Standards Enforcement and the Division of Apprenticeship Standards of the Department of Industrial Relations. Certified payrolls submitted to County, the Division of Labor Standards Enforcement and the Division of Apprenticeship Standards shall not be altered or obliterated by the Consultant.
- c. The public shall not be given access to certified payroll records by the Consultant. The Consultant is required to forward any requests for certified payrolls to the County Contract Administrator by both email and regular mail on the business day following receipt of the request.

Q.4.3 Each Consultant shall submit a certified copy of the records enumerated in paragraph (1) above, to the entity that requested the records within ten (10) calendar days after receipt of a written request.

Q.4.4 Any copy of records made available for inspection as copies and furnished upon request to the public or any public agency by County shall be marked or obliterated in such a manner as to prevent disclosure of each individual's name, address, and social security number. The name

and address of the Consultant or Subconsultant performing the work shall not be marked or obliterated.

Q.4.5 The Consultant shall inform County of the location of the records enumerated under paragraph (1) above, including the street address, city and county, and shall, within five (5) working days, provide a notice of a change of location and address.

Q.4.6 The Consultant or Subconsultant shall have ten (10) calendar days in which to comply subsequent to receipt of written notice requesting the records enumerated in paragraph (1) above. In the event the Consultant or Subconsultant fails to comply within the ten (10) day period, he or she shall, as a penalty to County, forfeit one hundred dollars (\$100) for each calendar day, or portion thereof, for each worker, until strict compliance is effectuated. Such penalties shall be withheld by County from payments then due. Consultant is not subject to a penalty assessment pursuant to this section due to the failure of a Subconsultant to comply with this section.

Q.5 When prevailing wage rates apply, the Consultant is responsible for verifying compliance with certified payroll requirements. Invoice payment will not be made until the invoice is approved by the County Contract Administrator.

Q.6 Penalty

Q.6.1 The Consultant and any of its Subconsultants shall comply with Labor Code §1774 and §1775. Pursuant to Labor Code §1775, the Consultant and any Subconsultant shall forfeit to the County a penalty of not more than two hundred dollars (\$200) for each calendar day, or portion thereof, for each worker paid less than the prevailing rates as determined by the Director of DIR for the work or craft in which the worker is employed for any public work done under the Agreement by the Consultant or by its Subconsultant in violation of the requirements of the Labor Code and in particular, Labor Code §§1770 to 1780, inclusive.

Q.6.2 The amount of this forfeiture shall be determined by the Labor Commissioner and shall be based on consideration of mistake, inadvertence, or neglect of the Consultant or Subconsultant in failing to pay the correct rate of prevailing wages, or the previous record of the Consultant or Subconsultant in meeting their respective prevailing wage obligations, or the willful failure by the Consultant or Subconsultant to pay the correct rates of prevailing wages. A mistake, inadvertence, or neglect in failing to pay the correct rates of prevailing wages is not excusable if the Consultant or Subconsultant had knowledge of the obligations under the Labor Code. The Consultant is responsible for paying the appropriate rate, including any escalations that take place during the term of the Agreement.

Q.6.3 In addition to the penalty and pursuant to Labor Code §1775, the difference between the prevailing wage rates and the amount paid to each worker for each calendar day or portion thereof for which each worker was paid less than the prevailing wage rate shall be paid to each worker by the Consultant or Subconsultant.

Q.6.4 If a worker employed by a Subconsultant on a public works project is not paid the general prevailing per diem wages by the Subconsultant, the prime Consultant of the project is not liable for the penalties described above unless the prime Consultant had knowledge of that failure of the Subconsultant to pay the specified prevailing rate of wages to those workers or unless the prime Consultant fails to comply with all of the following requirements:

- a. The Agreement executed between the Consultant and the Subconsultant for the performance of work on public works projects shall include a copy of the requirements in Labor Code §§ 1771, 1775, 1776, 1777.5, 1813, and 1815.
- b. The Consultant shall monitor the payment of the specified general prevailing rate of per diem wages by the Subconsultant to the employees by periodic review of the certified payroll records of the Subconsultant.
- c. Upon becoming aware of the Subconsultant's failure to pay the specified prevailing rate of wages to the Subconsultant's workers, the Consultant shall diligently take corrective action to halt or rectify the failure, including but not limited to, retaining sufficient funds due the Subconsultant for work performed on the public works project.

- d. Prior to making final payment to the Subconsultant for work performed on the public works project, the Consultant shall obtain an affidavit signed under penalty of perjury from the Subconsultant that the Subconsultant had paid the specified general prevailing rate of per diem wages to the Subconsultant's employees on the public works project and any amounts due pursuant to Labor Code §1813.

Q.6.5 Pursuant to Labor Code §1775, County shall notify the Consultant on a public works project within fifteen (15) calendar days of receipt of a complaint that a Subconsultant has failed to pay workers the general prevailing rate of per diem wages.

Q.6.6 If County determines that employees of a Subconsultant were not paid the general prevailing rate of per diem wages and if County did not retain sufficient money under the Agreement to pay those employees the balance of wages owed under the general prevailing rate of per diem wages, the Consultant shall withhold an amount of moneys due the Subconsultant sufficient to pay those employees the general prevailing rate of per diem wages if requested by County.

Q.7 Hours of Labor

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

Q.8 Employment of Apprentices

Q.8.1 Where either the prime Agreement or the subagreement exceeds thirty thousand dollars (\$30,000), the Consultant and any subconsultants under him or her shall comply with all applicable requirements of Labor Code §§ 1777.5, 1777.6 and 1777.7 in the employment of apprentices.

Q.8.2 Consultants and subconsultants are required to comply with all Labor Code requirements regarding the employment of apprentices, including mandatory ratios of journey level to apprentice workers. Prior to commencement of work, Consultant and subconsultants are advised to contact the DIR Division of Apprenticeship Standards website at <https://www.dir.ca.gov/das/>, for additional information regarding the employment of apprentices and for the specific journey-to- apprentice ratios for the Agreement work. The Consultant is responsible for all subconsultants' compliance with these requirements. Penalties are specified in Labor Code §1777.7.

R. CONFLICT OF INTEREST

R.1 During the term of this Agreement, the Consultant shall disclose any financial, business, or other relationship with County that may have an impact upon the outcome of this Agreement or any ensuing County construction project. The Consultant shall also list current clients who may have a financial interest in the outcome of this Agreement or any ensuing County construction project which will follow.

R.2 Consultant certifies that it has disclosed to County any actual, apparent, or potential conflicts of interest that may exist relative to the services to be provided pursuant to this Agreement. Consultant agrees to advise County of any actual, apparent or potential conflicts of interest that may develop subsequent to the date of execution of this Agreement. Consultant further agrees to complete any statements of economic interest if required by either County ordinance or State law.

R.3 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.

R.4 The Consultant hereby certifies that the Consultant or subconsultant and any firm affiliated with the Consultant or subconsultant that bids on any construction contract or on any Agreement to provide

construction inspection for any construction project resulting from this Agreement, has established necessary controls to ensure a conflict of interest does not exist. An affiliated firm is one, which is subject to the control of the same persons, through joint ownership or otherwise.

S. REBATES, KICKBACKS OR OTHER UNLAWFUL CONSIDERATION

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

T. PROHIBITION OF EXPENDING County, STATE, OR FEDERAL FUNDS FOR LOBBYING

T.1 The Consultant certifies, to the best of his or her knowledge and belief, that:

T.1.1 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 local, State, or Federal agency, a Member of the State Legislature or United States Congress, an officer or employee of the Legislature or Congress, or any employee of a Member of the Legislature or Congress in connection with the awarding or making of this Agreement, or with the extension, continuation, renewal, amendment, or modification of this Agreement.

T.1.2 If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this Agreement, the Consultant shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

T.2 This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. §1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than ten thousand dollars (\$10,000) and not more than one hundred thousand dollars (\$100,000) for each such failure.

T.3 The Consultant also agrees by signing this document that he or she shall require that the language of this certification be included in all lower tier subagreements, which exceed one hundred thousand dollars (\$100,000), and that all such subrecipients shall certify and disclose accordingly.

U. NON-DISCRIMINATION CLAUSE AND STATEMENT OF COMPLIANCE

U.1 The Consultant's signature affixed herein and dated shall constitute a certification under penalty of perjury under the laws of the State of California that the Consultant has, unless exempt, complied with the nondiscrimination program requirements of Gov. Code §12990 and 2 CCR § 8103.

U.2 During the performance of this Agreement, Consultant and its subconsultants shall not deny the Agreement's benefits to any person on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status, nor shall they unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status. Consultant and subconsultants shall insure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment.

U.3 Consultant and subconsultants shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code §12990 et seq.), the applicable regulations promulgated there under (2 CCR §11000 et seq.), the provisions of Gov. Code §§11135-11139.5, and the regulations or standards adopted

by County to implement such article. The applicable regulations of the Fair Employment and Housing Commission implementing Gov. Code §12990 (a-f), set forth 2 CCR §§8100-8504, are incorporated into this Agreement by reference and made a part hereof as if set forth in full.

U.4 Consultant shall permit access by representatives of the Department of Fair Employment and Housing and the County upon reasonable notice at any time during the normal business hours, but in no case less than twenty-four (24) hours' notice, to such of its books, records, accounts, and all other sources of information and its facilities as said Department or County shall require to ascertain compliance with this clause.

U.5 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.

U.6 Consultant shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under this Agreement.

U.7 The Consultant, with regard to the work performed under this Agreement, shall act in accordance with Title VI of the Civil Rights Act of 1964 (42 U.S.C. §2000d et seq.). Title VI provides that the recipients of federal assistance will implement and maintain a policy of nondiscrimination in which no person in the United States shall, on the basis of race, color, national origin, religion, sex, age, disability, be excluded from participation in, denied the benefits of or subject to discrimination under any program or activity by the recipients of federal assistance or their assignees and successors in interest.

U.8. The Consultant shall comply with regulations relative to non-discrimination in federally-assisted programs of the U.S. Department of Transportation (49 CFR Part 21 - Effectuation of Title VI of the Civil Rights Act of 1964). Specifically, the Consultant shall not participate either directly or indirectly in the discrimination prohibited by 49 CFR §21.5, including employment practices and the selection and retention of Subconsultants.

V. DEBARMENT AND SUSPENSION CERTIFICATION

V.1 The Consultant's signature affixed herein shall constitute a certification under penalty of perjury under the laws of the State of California, that the Consultant or any person associated therewith in the capacity of owner, partner, director, officer or manager:

V.1.1 Is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any federal agency;

V.1.2 Has not been suspended, debarred, voluntarily excluded, or determined ineligible by any federal agency within the past three (3) years;

V.1.3 Does not have a proposed debarment pending; and

V.1.4 Has not been indicted, convicted, or had a civil judgment rendered against it by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past three (3) years.

V.2 Any exceptions to this certification must be disclosed to County. Exceptions will not necessarily result in denial of recommendation for award, but will be considered in determining responsibility. Disclosures must indicate the party to whom the exceptions apply, the initiating agency, and the dates of agency action.

V.3 Exceptions to the Federal Government Excluded Parties List System maintained by the U.S. General Services Administration are to be determined by FHWA.

W. DISADVANTAGED BUSINESS ENTERPRISES (DBE) PARTICIPATION

W.1 This Agreement is subject to 49 CFR Part 26 entitled "Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs". Consultants who enter into

a federally-funded agreement will assist the County in a good faith effort to achieve California's statewide overall DBE goal.

W.2 The goal for DBE participation for this Agreement is 19%. Participation by DBE Consultant or subconsultants shall be in accordance with information contained in [Exhibit 10-O1: Consultant Proposal DBE Commitment](#) , or in [Exhibit 10-O2: Consultant Contract DBE Commitment](#) attached hereto and incorporated as part of the Agreement. If a DBE subconsultant is unable to perform, Consultant must make a good faith effort to replace him/her with another DBE subconsultant, if the goal is not otherwise met.

W.3 Consultant can meet the DBE participation goal by either documenting commitments to DBEs to meet the Agreement goal, or by documenting adequate good faith efforts to meet the Agreement goal. An adequate good faith effort means that the Consultant must show that it took all necessary and reasonable steps to achieve a DBE goal that, by their scope, intensity, and appropriateness to the objective, could reasonably be expected to meet the DBE goal. If Consultant has not met the DBE goal, complete and submit Exhibit 15-H: *DBE Information – Good Faith Efforts* to document efforts to meet the goal. Refer to 49 CFR Part 26 for guidance regarding evaluation of good faith efforts to meet the DBE goal.

W.4 DBEs and other small businesses, as defined in 49 CFR Part 26 are encouraged to participate in the performance of Agreements financed in whole or in part with federal funds. The County, 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 DOT-assisted contracts. Failure by the CONSULTANT to carry out these requirements is a material breach of this Agreement, which may result in the termination of this Agreement or such other remedy as the County deems appropriate, which may include, but is not limited to:

- (1) Withholding monthly progress payments;
- (2) Assessing sanctions;
- (3) Liquidated damages; and/or
- (4) Disqualifying the contractor from future bidding as non-responsive

W.5 A DBE firm may be terminated only with prior written approval from County and only for the reasons specified in 49 CFR §26.53(f). Prior to requesting County consent for the termination, Consultant must meet the procedural requirements specified in 49 CFR §26.53(f). If a DBE subconsultant is unable to perform, Consultant must make a good faith effort to replace him/her with another DBE subconsultant, if the goal is not otherwise met.

W.6 Consultant shall not be entitled to any payment for such work or material unless it is performed or supplied by the listed DBE or by other forces (including those of Consultant) pursuant to prior written authorization of the County's Contract Administrator.

W.7 A DBE is only eligible to be counted toward the Agreement goal if it performs a commercially useful function (CUF) on the Agreement. CUF must be evaluated on an agreement by agreement basis. A DBE performs a Commercially Useful Function (CUF) when it is responsible for execution of the work of the Agreement and is carrying out its responsibilities by actually performing, managing, and supervising the work involved. To perform a CUF, the DBE must also be responsible, with respect to materials and supplies used on the Agreement, for negotiating price, determining quality and quantity, ordering the material and installing (where applicable), and paying for the material itself. To determine whether a DBE is performing a CUF, evaluate the amount of work subcontracted, industry practices, whether the amount the firm is to be paid under the Agreement is commensurate with the work it is actually performing, and other relevant factors.

W.8 A DBE does not perform a CUF if its role is limited to that of an extra participant in a transaction, Agreement, or project through which funds are passed in order to obtain the appearance of DBE

participation. In determining whether a DBE is such an extra participant, examine similar transactions, particularly those in which DBEs do not participate.

W.9 If a DBE does not perform or exercise responsibility for at least thirty percent (30%) of the total cost of its Agreement with its own work force, or the DBE subcontracts a greater portion of the work of the Agreement than would be expected on the basis of normal industry practice for the type of work involved, it will be presumed that it is not performing a CUF.

W.10 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 Consultant's shall also show the date of work performed by their own forces along with the corresponding dollar value of the work.

W.11 For projects that are awarded on or after March 1, 2020, after submitting an invoice for reimbursement that includes a payment to a DBE, but no later than the 10th of the following month, the prime contractor/consultant shall complete and email the Exhibit 9F: Disadvantaged Business Enterprise Running Tally of Payments to business.support.unit@dot.ca.gov with a copy to local administering agencies. Exhibit 9F lists accurate payment amount, total amount paid to date, and total commitment amount for each DBE on the federal-aid highway project. It also includes contract award amount and total payment to date to the prime contractor/consultant.

W.12 Upon completion of the Agreement, a summary of these records shall be prepared and submitted on the form entitled, [Exhibit 17-F: Final Report-Utilization of Disadvantaged Business Enterprise \(DBE\) First-Tier Subconsultants](#), certified correct by Consultant or 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 twenty-five percent (25%) of the dollar value of the invoice being withheld from payment until the form is submitted. The amount will be returned to Consultant when a satisfactory "Final Report-Utilization of Disadvantaged Business Enterprises (DBE), First-Tier Subconsultants" is submitted to the Contract Administrator.

W.13 If a DBE subconsultant is decertified during the life of the Agreement, the decertified subconsultant shall notify Consultant in writing with the date of decertification. If a subconsultant becomes a certified DBE during the life of the Agreement, the subconsultant shall notify Consultant in writing with the date of certification. Any changes should be reported to County's Contract Administrator within thirty (30) calendar days.

W.14 Any subcontract entered into as a result of this Agreement shall contain all of the provisions of this section.

X. FUNDING REQUIREMENTS

X.1 It is mutually understood between the parties that this Agreement may have been written before ascertaining the availability of funds or appropriation of funds, for the mutual benefit of both parties, in order to avoid program and fiscal delays that would occur if the Agreement were executed after that determination was made.

X.2 This Agreement is valid and enforceable only if sufficient funds are made available to County for the purpose of this Agreement. In addition, this Agreement is subject to any additional restrictions, limitations, conditions, or any statute enacted by the Congress, State Legislature, or County governing board that may affect the provisions, terms, or funding of this Agreement in any manner.

X.3 It is mutually agreed that if sufficient funds are not appropriated, this Agreement may be amended to reflect any reduction in funds.

X.4 County has the option to terminate the Agreement pursuant to Article VI Termination, or by mutual agreement to amend the Agreement to reflect any reduction of funds.

Y. CHANGE IN TERMS

Y.1 This Agreement may be amended or modified only by mutual written agreement of the parties.

Y.2 Consultant shall only commence work covered by an amendment after the amendment is executed and notification to proceed has been provided by County's Contract Administrator.

Y.3 There shall be no change in Consultant's Project Manager or members of the project team, as listed in the approved Cost Proposal, which is a part of this Agreement without prior written approval by County's Contract Administrator.

Z. CONTINGENT FEE

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

AA. INSPECTION OF WORK

Consultant and any subconsultant shall permit County, the State, and the FHWA if federal participating funds are used in this Agreement; to review and inspect the project activities and files at all reasonable times during the performance period of this Agreement.

BB. SAFETY

BB.1 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.

BB.2 Pursuant to the authority contained in Vehicle Code §591, 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.

BB.3 Consultant must have a Division of Occupational Safety and Health (CAL-OSHA) permit(s), as outlined in Labor Code §6500 and §6705, prior to the initiation of any practices, work, method, operation, or process related to the construction or excavation of trenches which are five (5) feet or deeper.

CC. CLAIMS FILED BY LOCAL AGENCY's CONSTRUCTION CONTRACTOR

CC.1 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 or arbitration proceedings.

CC.2 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 Agreement.

CC.3 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 Agreement in order to resolve the construction claims.

DD. NATIONAL LABOR RELATIONS BOARD CERTIFICATION

In accordance with Public Contract Code §10296, Consultant hereby states under penalty of perjury that no more than one final unappealable finding of contempt of court by a federal court has been issued against Consultant within the immediately preceding two-year period, because of Consultant's failure to comply with an order of a federal court that orders Consultant to comply with an order of the National Labor Relations Board.

EE. 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 AGREEMENT record.

FF. RETENTION OF FUNDS

The County shall hold retainage of 10% from the CONSULTANT and shall make prompt and regular incremental acceptances of portions, as determined by County, of the Agreement work, and pay retainage to CONSULTANT based on these acceptances. The Consultant, or subconsultant, shall return all monies withheld in retention from a subconsultant within thirty (30) calendar days after receiving payment for work satisfactorily completed and accepted including incremental acceptances of portions of the Agreement work by the County. Federal law (49 CFR §26.29) requires that any delay or postponement of payment over thirty (30) calendar days may take place only for good cause and with County's prior written approval. Any violation of this provision shall subject the violating Consultant or subconsultant to the penalties, sanctions and other remedies specified in Business and Professions Code §7108.5. These requirements shall not be construed to limit or impair any contractual, administrative, or judicial remedies, otherwise available to the Consultant or subconsultant in the event of a dispute involving late payment or nonpayment by the Consultant, deficient subconsultant performance, or noncompliance by a subconsultant. This provision applies to both DBE and non-DBE Consultant and subconsultants.

GG. NOTICES

All written notices provided for in this Contract or which either party desires to give to the other shall be deemed fully given, when made in writing and either served personally, or by facsimile, or deposited in the United States mail, postage prepaid, and addressed to the other party as follows:

*County of San Bernardino
Department of Public Works
825 East Third Street
San Bernardino, CA 92415-0835*

*Dokken Engineering
110 Blue Ravine Road, Suite 200
Folsom, CA 95630*

Notice shall be deemed communicated two (2) County working days from the time of mailing if mailed as provided in this paragraph.

HH. This Agreement may be executed in any number of counterparts, each of which so executed shall be deemed to be an original, and such counterparts shall together constitute one and the same Agreement. The parties shall be entitled to sign and transmit an electronic signature of this Agreement (whether by facsimile, PDF or other email transmission), which signature shall be binding on the party whose name is contained therein. Each party providing an electronic signature agrees to promptly execute and deliver to the other party an original signed Agreement upon request.

II. ENTIRE AGREEMENT

This Contract, including all Attachment, Exhibits and other attachments, which are attached hereto and incorporated by reference, and other documents incorporated herein, represents the final, complete and exclusive agreement between the parties hereto. Any prior agreement, promises, negotiations or

representations relating to the subject matter of this Contract not expressly set forth herein are of no force or effect. This Contract is executed without reliance upon any promise, warranty or representation by any party or any representative of any party other than those expressly contained herein. Each party has carefully read this Contract and signs the same of its own free will.

IN WITNESS WHEREOF, the County of San Bernardino and Consultant have each caused this Contract to be subscribed by its respective duly authorized officers, on its behalf.

COUNTY OF SAN BERNARDINO

►
Curt Hagman, Chairman, Board of Supervisors

Dated: _____
SIGNED AND CERTIFIED THAT A COPY OF THIS
DOCUMENT HAS BEEN DELIVERED TO THE
CHAIRMAN OF THE BOARD

Lynna Monell
Clerk of the Board of Supervisors
of the County of San Bernardino

By _____
Deputy

DOKKEN ENGINEERING

(Print or type name of corporation, company, contractor, etc.)

By ► Richard T. Liptak
(Authorized signature – sign in blue ink)

Name Richard T. Liptak
(Print or type name of person signing contract)

Title Chief Executive Officer
(Print or Type)

Dated: 6/2/2020

Address 110 Blue Ravine Road, Suite 200
Folsom , CA 95630

FOR COUNTY USE ONLY

Approved as to Legal Form
► SEE ATTACHED
Suzanne Bryant, Deputy County Counsel
Date _____

Reviewed for Contract Compliance
► Andy Silao
Andy Silao, P.E., Chief
Date 6/3/2020

Reviewed/Approved by Department
► _____
Dept Head – Brendon Biggs, Interim Director
Date _____

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COUNTY OF SAN BERNARDINO

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Clerk of the Board of Supervisors
of the County of San Bernardino

By _____

Deputy

DOKKEN ENGINEERING

(Print or type name of corporation, company, contractor, etc.)

By ► _____

(Authorized signature – sign in blue ink)

Name _____

(Print or type name of person signing contract)

Title _____

(Print or Type)

Dated: _____

Address _____

FOR COUNTY USE ONLY

Approved as to Legal Form

► Suzanne Bryant
Suzanne Bryant, Deputy County Counsel

Date JUNE 3, 2020

Reviewed for Contract Compliance

►

Andy Silao, P E Chief

Date _____

Reviewed/Approved by Department

►

Dept Head – Brendon Biggs, Interim Director

Date _____

ATTACHMENT A

PREVAILING WAGE REQUIREMENTS

A. All or a portion of the Scope of Work in the Contract requires the payment of prevailing wages and compliance with the following requirements:

1. Determination of Prevailing Rates:

Pursuant to Labor Code sections 1770, et seq., the County has obtained from the Director of the Department of Industrial Relations (DIR) pursuant to the California Labor Code, the general prevailing rates of per diem wages and the prevailing rates for holiday and overtime work in the locality in which the Scope of Work is to be performed. Copies of said rates are on file with the County, will be made available for inspection during regular business hours, may be included elsewhere in the specifications for the Scope of Work, and are also available online at www.dir.ca.gov. The wage rate for any classification not listed, but which may be required to execute the Scope of Work, shall be commensurate and in accord with specified rates for similar or comparable classifications for those performing similar or comparable duties. In accordance with Labor Code section 1773.2, the Contractor shall post, at appropriate and conspicuous locations on the job site, a schedule showing all applicable prevailing wage rates and shall comply with the requirements of Labor Code sections 1773, et seq.

2. Payment of Prevailing Rates

Each worker of the Contractor, or any subcontractor, engaged in the Scope of Work, shall be paid not less than the general prevailing wage rate, regardless of any contractual relationship which may be alleged to exist between the Contractor or any subcontractor, and such worker.

3. Prevailing Rate Penalty

The Contractor shall, as a penalty, forfeit two hundred dollars (\$200.00) to the County for each calendar day or portion thereof, for each worker paid less than the prevailing rates as determined by the Director of the DIR for such work or craft in which such worker is employed by the Contractor or by any subcontractor in connection with the Scope of Work. Pursuant to California Labor Code section 1775, the difference between such prevailing wage rates and the amount paid to each worker for each calendar day, or portion thereof, for which each worker was paid less than the prevailing wage rate, shall be paid to each worker by the Contractor.

4. Ineligible Contractors:

Pursuant to the provisions of Labor Code section 1777.1, the Labor Commissioner publishes and distributes a list of contractors ineligible to perform work as a contractor or subcontractor on a public works project. This list of debarred contractors is available from the DIR website at <http://www.dir.ca.gov/Public-Works/PublicWorks.html>. Any contract entered into between a contractor and a debarred subcontractor is void as a matter of law. A debarred subcontractor may not receive any public money for performing work as a subcontractor on a public works contract, and any public money that may have been paid to a debarred subcontractor by a contractor on the project shall be returned to the County. The Contractor shall be responsible for the payment of wages to workers as a debarred subcontractor who has been allowed to work on the Scope of Work.

5. Payroll Records:

a. Pursuant to California Labor Code section 1776, the Contractor and each subcontractor, shall keep accurate certified payroll records, showing the name, address, social security number, work classification, straight time and overtime hours worked each day and week, and the actual per diem wages paid to each journeyman, apprentice, worker or other employee employed by them in connection with the Scope of Work. The payroll records enumerated herein shall be verified by a written declaration made under penalty of perjury that the information contained in the payroll record is true and correct and that the Contractor or subcontractor has complied with the requirements of the California Labor Code sections 1771, 1811, and 1815 for any Scope of Work performed by his or her employees. The payroll records shall be available for inspection at all reasonable hours at the principal office of the Contractor on the following basis:

- i. A certified copy of an employee's payroll record shall be made available for inspection or furnished to such employee or his/her authorized representative on request;
- ii. A certified copy of all payroll records shall be made available for inspection or furnished upon request to the County, the Division of Labor Standards Enforcement of the DIR;
- iii. A certified copy of payroll records shall be made available upon request to the public for inspection or copies thereof made; provided, however, that a request by the public shall be made through either the County or the Division of Labor Standards Enforcement. If the requested payroll records have not been previously provided to the County or the Division of Labor Standards Enforcement, the requesting party shall, prior to being provided the records, reimburse the cost of preparation by

- the Contractor, subcontractor and the entity through which the request was made; the public shall not be given access to such records at the principal office of the Contractor;
- iv. The Contractor shall file a certified copy of the payroll records with the entity that requested such records within ten (10) days after receipt of a written request; and
 - v. Copies provided to the public, by the County or the Division of Labor Standards Enforcement shall be marked or obliterated in such a manner as to prevent disclosure of an individual's name, address and social security number. The name and address of the Contractor or any subcontractor, performing a part of the Scope of Work shall not be marked or obliterated. The Contractor shall inform the County of the location of payroll records, including the street address, city and county and shall, within five (5) working days, provide a notice of a change of location and address.
- b. The Contractor shall have ten (10) days from receipt of the written notice specifying in what respects the Contractor must comply with the above requirements. In the event Contractor does not comply with the requirements of this section within the ten (10) day period, the Contractor shall, as a penalty to the County, forfeit one-hundred dollars (\$100.00) for each calendar day, or portion thereof, for each worker, until strict compliance is effectuated. Upon the request of the Division of Labor Standards Enforcement, such penalty shall be withheld from any portion of the payments then due or to become due to the Contractor.
- 6. Limits on Hours of Work:**
- Pursuant to California Labor Code section 1810, eight (8) hours of labor shall constitute a legal day's work. Pursuant to California Labor Code section 1811, the time of service of any worker employed at any time by the Contractor or by a subcontractor, upon the Scope of Work or upon any part of the Scope of Work, is limited and restricted to eight (8) hours during any one calendar day and forty (40) hours during any one calendar week, except as provided for under Labor Code section 1815. Notwithstanding the foregoing provisions, work performed by employees of Contractor or any subcontractor, in excess of eight (8) hours per day and forty (40) hours during any one week, shall be permitted upon compensation for all hours worked in excess of eight (8) hours per day at not less than one and one-half (1½) times the basic rate of pay.
- 7. Penalty for Excess Hours:**
- The Contractor shall pay to the County a penalty of twenty-five dollars (\$25.00) for each worker employed on the Scope of Work by the Contractor or any subcontractor, for each calendar day during which such worker is required or permitted to work more than eight (8) hours in any calendar day and forty (40) hours in any one calendar week, in violation of the provisions of the California Labor Code, unless compensation to the worker so employed by the Contractor is not less than one and one-half (1½) times the basic rate of pay for all hours worked in excess of eight (8) hours per day.
- 8. Senate Bill 854 (Chapter 28, Statutes of 2014) and Senate Bill 96 (Chapter 28, Statutes of 2017) Requirements:**
- a. Contractor shall comply with Senate Bill 854 and Senate Bill 96. The requirements include, but are not limited to, the following:
 - i. No contractor or subcontractor may be listed on a bid proposal for a public works project unless registered with the DIR pursuant to Labor Code section 1725.5, with limited exceptions from this requirements for bid purposes only as allowed under Labor Code section 1771.1(a).
 - ii. No contractor or subcontractor may be awarded a contract for public work or perform work on a public works project unless registered with the DIR pursuant to Labor Code section 1725.5.
 - iii. This project is subject to compliance monitoring and enforcement by the DIR.
 - iv. As required by the DIR, Contractor is required to post job site notices, as prescribed by regulation, regarding compliance monitoring and enforcement by the DIR.
 - v. Contractors and all subcontractors must submit certified payroll records online to the Labor Commissioner for all public works projects.
 - 1) The certified payroll must be submitted at least monthly to the Labor Commissioner.
 - 2) The County reserves the right to require Contractor and all subcontractors to submit certified payroll records more frequently than monthly to the Labor Commissioner.
 - 3) The certified payroll records must be in a format prescribed by the Labor Commissioner.
 - vi. Registration with the DIR and the submission of certified payroll records to the Labor Commissioner are not required if the public works project is \$25,000 or less when the project is for construction, alteration, demolition, installation or repair work, or if the public works project is \$15,000 or less when the project is for maintenance work.
 - b. Labor Code section 1725.5 states the following:

"A contractor shall be registered pursuant to this section to be qualified to bid on, be listed in a bid proposal, subject to the requirements of Section 4104 of the Public Contract Code, or engage in the performance of

any public work contract that is subject to the requirements of this chapter. For the purposes of this section, "contractor" includes a subcontractor as defined by Section 1722.1.

(a) To qualify for registration under this section, a contractor shall do all of the following:

(1) (A) Register with the Department of Industrial Relations in the manner prescribed by the department and pay an initial nonrefundable application fee of four hundred dollars (\$400) to qualify for registration under this section and an annual renewal fee on or before July 1 of each year thereafter. The annual renewal fee shall be in a uniform amount set by the Director of Industrial Relations, and the initial registration and renewal fees may be adjusted no more than annually by the director to support the costs specified in Section 1771.3.

(B) Beginning June 1, 2019, a contractor may register or renew according to this subdivision in annual increments up to three years from the date of registration. Contractors who wish to do so will be required to prepay the applicable nonrefundable application or renewal fees to qualify for the number of years for which they wish to preregister.

(2) Provide evidence, disclosures, or releases as are necessary to establish all of the following:

(A) Workers' compensation coverage that meets the requirements of Division 4 (commencing with Section 3200) and includes sufficient coverage for any worker whom the contractor employs to perform work that is subject to prevailing wage requirements other than a contractor who is separately registered under this section. Coverage may be evidenced by a current and valid certificate of workers' compensation insurance or certification of self-insurance required under Section 7125 of the Business and Professions Code.

(B) If applicable, the contractor is licensed in accordance with Chapter 9 (commencing with Section 7000) of the Business and Professions Code.

(C) The contractor does not have any delinquent liability to an employee or the state for any assessment of back wages or related damages, interest, fines, or penalties pursuant to any final judgment, order, or determination by a court or any federal, state, or local administrative agency, including a confirmed arbitration award. However, for purposes of this paragraph, the contractor shall not be disqualified for any judgment, order, or determination that is under appeal, provided that the contractor has secured the payment of any amount eventually found due through a bond or other appropriate means.

(D) The contractor is not currently debarred under Section 1777.1 or under any other federal or state law providing for the debarment of contractors from public works.

(E) The contractor has not bid on a public works contract, been listed in a bid proposal, or engaged in the performance of a contract for public works without being lawfully registered in accordance with this section, within the preceding 12 months or since the effective date of the requirements set forth in subdivision (e), whichever is earlier. If a contractor is found to be in violation of the requirements of this paragraph, the period of disqualification shall be waived if both of the following are true:

(i) The contractor has not previously been found to be in violation of the requirements of this paragraph within the preceding 12 months.

(ii) The contractor pays an additional nonrefundable penalty registration fee of two thousand dollars (\$2,000).

(b) Fees received pursuant to this section shall be deposited in the State Public Works Enforcement Fund established by Section 1771.3 and shall be used only for the purposes specified in that section.

(c) A contractor who fails to pay the renewal fee required under paragraph (1) of subdivision (a) on or before the expiration of any prior period of registration shall be prohibited from bidding on or engaging in the performance of any contract for public work until once again registered pursuant to this section. If the failure to pay the renewal fee was inadvertent, the contractor may renew its registration retroactively by paying an additional nonrefundable penalty renewal fee equal to the amount of the renewal fee within 90 days of the due date of the renewal fee.

(d) If, after a body awarding a contract accepts the contractor's bid or awards the contract, the work covered by the bid or contract is determined to be a public work to which Section 1771 applies, either as the result of a determination by the director pursuant to Section 1773.5 or a court decision, the requirements of this section shall not apply, subject to the following requirements:

(1) The body that awarded the contract failed, in the bid specification or in the contract documents, to identify as a public work that portion of the work that the determination or decision subsequently classifies as a public work.

(2) Within 20 days following service of notice on the awarding body of a determination by the Director of Industrial Relations pursuant to Section 1773.5 or a decision by a court that the contract was for public work as defined in this chapter, the contractor and any subcontractors are registered under this section or are replaced by a contractor or subcontractors who are registered under this section.

(3) The requirements of this section shall apply prospectively only to any subsequent bid, bid proposal, contract, or work performed after the awarding body is served with notice of the determination or decision referred to in paragraph (2).

(e) The requirements of this section shall apply to any bid proposal submitted on or after March 1, 2015, to any contract for public work, as defined in this chapter, executed on or after April 1, 2015, and to any work performed under a contract for public work on or after January 1, 2018, regardless of when the contract for public work was executed.

(f) This section does not apply to work performed on a public works project of twenty-five thousand dollars (\$25,000) or less when the project is for construction, alteration, demolition, installation, or repair work or to work performed on a public works project of fifteen thousand dollars (\$15,000) or less when the project is for maintenance work."

c. Labor Code section 1771.1 states the following:

"(a) A contractor or subcontractor shall not be qualified to bid on, be listed in a bid proposal, subject to the requirements of Section 4104 of the Public Contract Code, or engage in the performance of any contract for public work, as defined in this chapter, unless currently registered and qualified to perform public work pursuant to Section 1725.5. It is not a violation of this section for an unregistered contractor to submit a bid that is authorized by Section 7029.1 of the Business and Professions Code or by Section 10164 or 20103.5 of the Public Contract Code, provided the contractor is registered to perform public work pursuant to Section 1725.5 at the time the contract is awarded.

(b) Notice of the requirement described in subdivision (a) shall be included in all bid invitations and public works contracts, and a bid shall not be accepted nor any contract or subcontract entered into without proof of the contractor or subcontractor's current registration to perform public work pursuant to Section 1725.5.

(c) An inadvertent error in listing a subcontractor who is not registered pursuant to Section 1725.5 in a bid proposal shall not be grounds for filing a bid protest or grounds for considering the bid nonresponsive, provided that any of the following apply:

(1) The subcontractor is registered prior to the bid opening.

(2) Within 24 hours after the bid opening, the subcontractor is registered and has paid the penalty registration fee specified in subparagraph (E) of paragraph (2) of subdivision (a) of Section 1725.5.

(3) The subcontractor is replaced by another registered subcontractor pursuant to Section 4107 of the Public Contract Code.

(d) Failure by a subcontractor to be registered to perform public work as required by subdivision (a) shall be grounds under Section 4107 of the Public Contract Code for the contractor, with the consent of the awarding authority, to substitute a subcontractor who is registered to perform public work pursuant to Section 1725.5 in place of the unregistered subcontractor.

(e) The department shall maintain on its Internet Web site a list of contractors who are currently registered to perform public work pursuant to Section 1725.5.

(f) A contract entered into with any contractor or subcontractor in violation of subdivision (a) shall be subject to cancellation, provided that a contract for public work shall not be unlawful, void, or voidable solely due to the failure of the awarding body, contractor, or any subcontractor to comply with the requirements of Section 1725.5 or this section.

(g) If the Labor Commissioner or his or her designee determines that a contractor or subcontractor engaged in the performance of any public work contract without having been registered in accordance with this section, the contractor or subcontractor shall forfeit, as a civil penalty to the state, one hundred dollars (\$100) for each day of work performed in violation of the registration requirement, not to exceed an aggregate penalty of eight thousand dollars (\$8,000) in addition to any penalty registration fee assessed pursuant to clause (ii) of subparagraph (E) of paragraph (2) of subdivision (a) of Section 1725.5.

(h)(1) In addition to, or in lieu of, any other penalty or sanction authorized pursuant to this chapter, a higher tiered public works contractor or subcontractor who is found to have entered into a subcontract with an unregistered lower tier subcontractor to perform any public work in violation of the requirements of Section 1725.5 or this section shall be subject to forfeiture, as a civil penalty to the state, of one hundred dollars (\$100) for each day the unregistered lower tier subcontractor performs work in violation of the registration requirement, not to exceed an aggregate penalty of ten thousand dollars (\$10,000).

(2) The Labor Commissioner shall use the same standards specified in subparagraph (A) of paragraph (2) of subdivision (a) of Section 1775 when determining the severity of the violation and what penalty to assess, and may waive the penalty for a first time violation that was unintentional and did not hinder the Labor Commissioner's ability to monitor and enforce compliance with the requirements of this chapter.

(3) A higher tiered public works contractor or subcontractor shall not be liable for penalties assessed pursuant to paragraph (1) if the lower tier subcontractor's performance is in violation of the requirements of Section 1725.5 due to the revocation of a previously approved registration.

(4) A subcontractor shall not be liable for any penalties assessed against a higher tiered public works contractor or subcontractor pursuant to paragraph (1). A higher tiered public works contractor or subcontractor may not require a lower tiered subcontractor to indemnify or otherwise be liable for any penalties pursuant to paragraph (1).

(i) The Labor Commissioner or his or her designee shall issue a civil wage and penalty assessment, in accordance with the provisions of Section 1741, upon determination of penalties pursuant to subdivision (g) and subparagraph (B) of paragraph (1) of subdivision (h). Review of a civil wage and penalty assessment issued under this subdivision may be requested in accordance with the provisions of Section 1742. The regulations of the Director of Industrial Relations, which govern proceedings for review of civil wage and penalty assessments and the withholding of contract payments under Article 1 (commencing with Section 1720) and Article 2 (commencing with Section 1770), shall apply.

(j)(1) Where a contractor or subcontractor engages in the performance of any public work contract without having been registered in violation of the requirements of Section 1725.5 or this section, the Labor Commissioner shall issue and serve a stop order prohibiting the use of the unregistered contractor or the unregistered subcontractor on all public works until the unregistered contractor or unregistered subcontractor is registered. The stop order shall not apply to work by registered contractors or subcontractors on the public work.

(2) A stop order may be personally served upon the contractor or subcontractor by either of the following methods:

(A) Manual delivery of the order to the contractor or subcontractor personally.

(B) Leaving signed copies of the order with the person who is apparently in charge at the site of the public work and by thereafter mailing copies of the order by first class mail, postage prepaid to the contractor or subcontractor at one of the following:

(i) The address of the contractor or subcontractor on file with either the Secretary of State or the Contractors' State License Board.

(ii) If the contractor or subcontractor has no address on file with the Secretary of State or the Contractors' State License Board, the address of the site of the public work.

(3) The stop order shall be effective immediately upon service and shall be subject to appeal by the party contracting with the unregistered contractor or subcontractor, by the unregistered contractor or subcontractor, or both. The appeal, hearing, and any further review of the hearing decision shall be governed by the procedures, time limits, and other requirements specified in subdivision (a) of Section 238.1.

(4) Any employee of an unregistered contractor or subcontractor who is affected by a work stoppage ordered by the commissioner pursuant to this subdivision shall be paid at his or her regular hourly prevailing wage by that employer for any hours the employee would have worked but for the work stoppage, not to exceed 10 days.

(k) Failure of a contractor or subcontractor, owner, director, officer, or managing agent of the contractor or subcontractor to observe a stop order issued and served upon him or her pursuant to subdivision (j) is guilty of a misdemeanor punishable by imprisonment in county jail not exceeding 60 days or by a fine not exceeding ten thousand dollars (\$10,000), or both.

(l) This section shall apply to any bid proposal submitted on or after March 1, 2015, and any contract for public work entered into on or after April 1, 2015. This section shall also apply to the performance of any public work, as defined in this chapter, on or after January 1, 2018, regardless of when the contract for public work was entered.

(m) Penalties received pursuant to this section shall be deposited in the State Public Works Enforcement Fund established by Section 1771.3 and shall be used only for the purposes specified in that section.

(n) This section shall not apply to work performed on a public works project of twenty-five thousand dollars (\$25,000) or less when the project is for construction, alteration, demolition, installation, or repair work or to work performed on a public works project of fifteen thousand dollars (\$15,000) or less when the project is for maintenance work."

d. Labor Code section 1771.4 states the following:

"a) All of the following are applicable to all public works projects that are otherwise subject to the requirements of this chapter:

(1) The call for bids and contract documents shall specify that the project is subject to compliance monitoring and enforcement by the Department of Industrial Relations.

(2) The awarding body shall post or require the prime contractor to post job site notices, as prescribed by regulation.

(3) Each contractor and subcontractor shall furnish the records specified in Section 1776 directly to the Labor Commissioner, in the following manner:

- (A) At least monthly or more frequently if specified in the contract with the awarding body.
- (B) In a format prescribed by the Labor Commissioner.
- (4) If the contractor or subcontractor is not registered pursuant to Section 1725.5 and is performing work on a project for which registration is not required because of subdivision (f) of Section 1725.5, the unregistered contractor or subcontractor is not required to furnish the records specified in Section 1776 directly to the Labor Commissioner but shall retain the records specified in Section 1776 for at least three years after completion of the work.
- (5) The department shall undertake those activities it deems necessary to monitor and enforce compliance with prevailing wage requirements.
- (b) The Labor Commissioner may exempt a public works project from compliance with all or part of the requirements of subdivision (a) if either of the following occurs:
 - (1) The awarding body has enforced an approved labor compliance program, as defined in Section 1771.5, on all public works projects under its authority, except those deemed exempt pursuant to subdivision (a) of Section 1771.5, continuously since December 31, 2011.
 - (2) The awarding body has entered into a collective bargaining agreement that binds all contractors performing work on the project and that includes a mechanism for resolving disputes about the payment of wages.
- (c) The requirements of paragraph (1) of subdivision (a) shall only apply to contracts for public works projects awarded on or after January 1, 2015.
- (d) The requirements of paragraph (3) of subdivision (a) shall apply to all contracts for public work, whether new or ongoing, on or after January 1, 2016."

B. STATE PUBLIC WORKS APPRENTICESHIP REQUIREMENTS

1. State Public Works Apprenticeship Requirements:

- a. The Contractor is responsible for compliance with Labor Code section 1777.5 and the California Code of Regulations, title 8, sections 230 – 230.2 for all apprenticeable occupations (denoted with “#” symbol next to craft name in DIR Prevailing Wage Determination), whether employed by the Contractor, subcontractor, vendor or consultant. Included in these requirements is (1) the Contractor's requirement to provide notification (i.e. DAS-140) to the appropriate apprenticeship committees; (2) pay training fund contributions for each apprenticeable hour employed on the Contract; and (3) utilize apprentices in a minimum ratio of not less than one apprentice hour for each five journeyman hours by completion of Contract work (unless an exception is granted in accordance with Labor Code section 1777.5) or request for the dispatch of apprentices.
- b. Any apprentices employed to perform any of the Scope of Work shall be paid the standard wage to apprentices under the regulations of the craft or trade for which such apprentice is employed, and such individual shall be employed only for the work of the craft or trade to which such individual is registered. Only apprentices, as defined in California Labor Code section 3077, who are in training under apprenticeship standards and written apprenticeship agreements under California Labor Code sections 3070 et seq. are eligible to be employed for the Scope of Work. The employment and training of each apprentice shall be in accordance with the provisions of the apprenticeship standards and apprentice agreements under which such apprentice is training.

2. Compliance with California Labor Code section 1777.5 requires all public works contractors to:

- a. Submit Contract Award Information (DAS-140):
 - i. Although there are a few exemptions (identified below), all Contractors, regardless of union affiliation, must submit contract award information when performing on a California public works project.
 - ii. The DAS-140 is a notification “announcement” of the Contractor's participation on a public works project—it is not a request for the dispatch of an apprentice.
 - iii. Contractors shall submit the contract award information (you may use form DAS 140) within 10 days of the execution of the prime contract or subcontract, but in no event later than the first day in which the Contractor has workers employed on the public work.
 - iv. Contractors who are already approved to train apprentices (i.e. check “Box 1” on the DAS-140) shall only be required to submit the form to their approved program.
 - v. Contractors who are NOT approved to train apprentices (i.e. those that check either “Box 2” or “Box 3” on the DAS-140) shall submit the DAS-140 TO EACH of the apprenticeship program sponsors in the area of your public works project. For a listing of apprenticeship programs see

b. **Employ Registered Apprentices**

- i. Labor Code section 1777.5 requires that a contractor performing work in an "apprenticeable" craft must employ one (1) hour of apprentice work for every five (5) hours performed by a journeyman. This ratio shall be met prior to the Contractor's completion of work on the project. "Apprenticeable" crafts are denoted with a pound symbol "#" in front of the craft name on the prevailing wage determination.
- ii. All Contractors who do not fall within an exemption category (see below) must request for dispatch of an apprentice from an apprenticeship program (for each apprenticeable craft or trade) by giving the program actual notice of at least 72 hours (business days only) before the date on which apprentices are required.
- iii. Contractors may use the "DAS-142" form for making a request for the dispatch of an apprentice.
- iv. Contractors who are participating in an approved apprenticeship training program and who did not receive sufficient number of apprentices from their initial request must request dispatch of apprentices from ALL OTHER apprenticeship committees in the project area in order to fulfill this requirement.
- v. Contractor should maintain and submit proof (when requested) of its DAS-142 submittal to the apprenticeship committees (e.g. fax transmittal confirmation). A Contractor has met its requirement to employ apprentices only after it has successfully made a dispatch request to all apprenticeship programs in the project area.
- vi. Only "registered" apprentices may be paid the prevailing apprentice rates and must, at all times work under the supervision of a Journeyman (Cal. Code Regs., tit 8, § 230.1).

c. **Make Training Fund Contributions**

- i. Contractors performing in apprenticeable crafts on public works projects, must make training fund contributions in the amount established in the prevailing wage rate publication for journeymen and apprentices.
- ii. Contractors may use the "CAC-2" form for submittal of their training fund contributions.
- iii. Contractors who do not submit their training fund contributions to an approved apprenticeship training program must submit their contributions to the California Apprenticeship Council (CAC), PO Box 420603, San Francisco, CA 94142-0603.
- iv. Training fund contributions to the CAC are due and payable on the 15th day of the month for work performed during the preceding month.
- v. The "training" contribution amount identified on the prevailing wage determination shall not be paid to the worker, unless the worker falls within one of the exemption categories listed below.

3. Exemptions to Apprenticeship Requirements:

- a. The following are exempt from having to comply with California apprenticeship requirements. These types of contractors do not need to submit a DAS-140, DAS-142, make training fund contributions, or utilize apprentices:
 - i. When the Contractor holds a sole proprietor license ("Owner-Operator") and no workers were employed by the Contractor. In other words, the contractor performed the entire work from start to finish and worked alone.
 - ii. Contractors performing in non-apprenticeable crafts. "Apprenticeable" crafts are denoted with a pound symbol "#" in front of the craft name on the prevailing wage determination.
 - iii. When the Contractor has a direct contract with the Public Agency that is under \$30,000.
 - iv. When the project is 100% federally-funded and the funding of the project does not contain any city, county, and/or state monies (unless the project is administered by a state agency in which case the apprenticeship requirements apply).
 - v. When the project is a private project not covered by the definition of public works as found in Labor Code section 1720.

4. Exemption from Apprenticeship Ratios:

- a. The Joint Apprenticeship Committee shall have the discretion to grant a certificate, which shall be subject to the approval of the Administrator of Apprenticeship, exempting the Contractor from the 1-to-5 ratio set forth in this Section when it finds that any one of the following conditions are met:
 - i. Unemployment for the previous three-month period in such area exceeds an average of fifteen percent (15%); or
 - ii. The number of apprentices in training in such area exceeds a ratio of 1-to-5 in relation to journeymen; or

- iii. The Apprenticeable Craft or Trade is replacing at least one-thirtieth (1/30) of its journeymen annually through apprenticeship training, either on a statewide basis or on a local basis; or
 - iv. If assignment of an apprentice to any work performed under the Contract Documents would create a condition which would jeopardize such apprentice's life or the life, safety or property of fellow employees or the public at large, or if the specific task to which the apprentice is to be assigned is of such a nature that training cannot be provided by a journeyman.
 - b. When such exemptions from the 1-to-5 ratio between apprentices and journeymen are granted to an organization which represents contractors in a specific trade on a local or statewide basis, the member contractors will not be required to submit individual applications for approval to local Joint Apprenticeship Committees, provided they are already covered by the local apprenticeship standards.
- 5. Contractor's Compliance:**
- a. The responsibility of compliance with this Section for all Apprenticeable Trades or Crafts is solely and exclusively that of the Contractor. All decisions of the Joint Apprenticeship Committee(s) under this Section are subject to the provisions of California Labor Code section 3081 and penalties are pursuant to Labor Code section 1777.7 and the determination of the Labor Commissioner.

ATTACHMENT B

CONFLICT OF INTEREST AND POLITICAL REFORM ACT OBLIGATIONS

Consultant shall make all reasonable efforts to ensure that no County officer or employee, whose position in the County enables him/her to influence any award of the Contract or any competing offer, shall have any direct or indirect financial interest resulting from the award of the Contract or shall have any relationship to the Consultant or officer or employee of the Consultant.

During the term of this Contract Consultant shall not act a Consultant or perform services of any kind for any person or entity whose interests conflict in any way with those of the County. Consultant shall at all times comply with the terms of the Political Reform Act and the local conflict of interest code. Consultant shall immediately disqualify itself and shall not use its official position to influence in any way, any matter coming before the County in which the Consultant has a financial interest as defined in Government Code section 87103. Consultant represents that it has no knowledge of any financial interests which would require it to disqualify itself from any matter on which it might perform services for the County.

"Consultant" means an individual who, pursuant to a contract with a state or local agency:

(A) Makes a governmental decision whether to:

1. Approve a rate, rule or regulation;
2. Adopt or enforce a law;
3. Issue, deny, suspend, or revoke any permit, license, application, certificate, approval, order, or similar authorization or entitlement;
4. Authorize the County to enter into, modify, or renew a contract provided it is the type of contract that requires County approval;
5. Grant County approval to a contract that requires County approval and to which the County is a party, or to the specifications for such a contract;
6. Grant County approval to a plan, design, report, study, or similar item;
7. Adopt, or grant County approval of, policies, standards, or guidelines for the County, or for any subdivision thereof; or

(B) Serves in a staff capacity with the County and in that capacity participates in making a governmental decision as defined in Regulation 18702.2 or performs the same or substantially all the same duties for the County that would otherwise be performed by an individual holding a position specified in the County's Conflict of Interest Code.

DISCLOSURE DETERMINATION: [mark appropriate box below]

- ☒ 1. Consultant will not be "making a government decision" or "serving in a staff capacity" as defined in Sections A and B above. No disclosure required.
- ☐ 2. Consultant will be "making a government decision" or "serving in a staff capacity" as defined in either Section A or B above. As a result, Consultant shall be required to file a Statement of Economic Interest with the Clerk of the Board of Supervisors in a timely manner as required by law.



Exhibit A: Scope of Services

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The following scope of service is intended to provide all environmental studies, engineering and permitting necessary to obtain ready to advertise plans, specifications and estimates for the National Trails Highway at 10 Bridges.

Project design will be based upon the Caltrans 2018 Standard Plans and Standard Specifications and modified for the San Bernardino County Standard Plans.

PHASE I

TASK 1 PROJECT MANAGEMENT

Dokken Engineering's (Dokken) Project Management includes regular in-person meetings, in-person deliveries, presentation of work products, development and monitoring of action items, monthly progress reports, work progress monitoring, budget monitoring, coordination and communication.

Close contact will be maintained between the Project Manager, all sub-consultants, the County Project Manager, project personnel, and regulatory agencies. The Project Manager will act as the principal liaison between San Bernardino County and our staff at Dokken and continuously inform the County Project Manager of all project activities.

The duration of the project management effort is expected to be continuous through completion of the job as detailed below.

Task 1.1 Work Plan Development and Implementation

A Work Plan will be prepared that includes a list of deliverables, milestone submittal schedule, summary of organization responsibilities and contacts, specific scope of work, task budgets, reporting and invoicing procedures, quality assurance plan, and project filing system. The Work Plan will be submitted to the County prior to the first invoice.

Task 1.2 Field Reviews

Dokken will visit the project site to identify constraints and ensure the design can be constructed without any unforeseen issues.

Task 1.3 Meetings

Dokken will prepare the meeting agenda, distribute the agenda prior to the meeting, arrange for appropriate participants to attend, and prepare and distribute the meeting minutes to the participants within three working days after the meeting. Comments received on the minutes will be incorporated into the final meeting minutes. Dokken will prepare and update monthly a project schedule with tasks and milestones for the meetings.

Task 1.3.1 Kick-off Meeting

Dokken will organize an initial project meeting with the County staff to review and confirm project scope, risks, issues, assumptions and constraints as well as project schedule.

Task 1.3.2 Monthly Progress Meetings

Dokken will conduct progress meetings (or a conference call if appropriate) with County staff on a monthly basis to review project direction and redirect some elements as necessary to ensure the project's progress within the available budget and/or funding and schedule. Dokken will maintain a list of action items with projected completion dates and will use this as a basis for biweekly updates to the County's staff. Dokken will send current action item list via e-mail to the County staff three (3) working days prior to each progress meeting.

Task 1.3.3 Public Outreach

Dokken will prepare as many as two (2) public notifications, and organize and conduct as many as two (2) public outreach meeting(s) to inform residents, businesses and affected agencies of scope of project, road closures, detours, schedules, etc. This task will be in addition to CEQA public circulation requirements.

Task 1.3.4 Additional Meetings

The Consultant shall organize additional meetings, as required, to complete the project. Additional meetings include, but are not necessarily limited to, meeting with stakeholders such as Caltrans, resource agencies, and utility companies.

Task 1.3.5 NEPA/Section 106/Section 4(f) Meetings

Dokken will plan, coordinate, and lead, focused meetings with the County, Caltrans, local historic preservation stakeholders, and other interested parties to facilitate effective completion of both Section 106 and Section 4(f) tasks. As the project is proposing impacts to the historic Route 66/National Trails Highway, these meetings will be used to discuss design options to minimize impacts, understand local and stakeholder concerns, and evaluate mitigation for impacts to the historic roadway.

Task 1.4 Quality Assurance and Quality Control

Dokken has identified a Quality Control/Quality Assurance team comprised of a Senior Engineers and the Environmental Manager.

Task 1.4.1 Quality Assurance of All Documentation

The Project Manager will perform a quality review of all project correspondence and reports. This includes all products prepared by our subconsultants. In addition, the Project Manager will be responsible for the quality control for all products submitted to the County. The Environmental QC Officer will be responsible for quality review of all environmental studies, reports and documents.

Task 1.4.2 Quality Assurance Review of 65% Plans and Item List

Dokken has assigned a senior engineer to provide independent Quality Control (QC) of the 65% Plans and Item List. The QC Engineer will perform a quality review of the design submittal. This includes design support information prepared by our geotechnical and surveying subconsultants.

Each comment will be addressed, and the required corrections will be made. The QC Engineer will confirm the comment has been addressed and initial the comment form.

At the 65% level, the QC focus will be on the plans, the project layout, staging, utility conflicts, right of way needs, environmental constraints, special detail requirements and review of the bid item list. The project design will be reviewed against the available right of way and the recommendations in the hydraulic and geotechnical reports.

Once the QC process is completed, the QA Officer will review the process and sign to release the deliverable.



Task 1.4.3 Quality Assurance Review of 95% Plans, Specifications and Estimate

It is important to utilize the same QC Engineer for each stage to “build” the quality into the subsequent reviews. At the 95% level, the QC focus will be on detailed plans and specification reviews. The review will look at plan call-outs of each item, to make sure it is covered on the plans, addressed in the special provisions and quantified on the item list. The reviewer will confirm that right of way and utility details were added along with traffic handling and quantities for each item. The QC Engineer will look for any uncertainties or discrepancies that need clarification to ensure the project is biddable and buildable. A mark-up of the plans, special provisions and item list will be provided to the Project Manager. Each comment will be addressed, and the required corrections will be made. The QC Engineer will confirm the comment has been addressed and initial the comment form.

Once the QC process is completed the QA Officer will review the process and sign to release the deliverable.

Task 1.4.4 Quality Assurance Review of 100% Plans, Specifications and Estimate

At the 100% level, the QC focus will be to confirm prior review comments have been adequately addressed and review any new information added since the 95%. New information is likely to include right of way resolutions, utility resolutions, and permitting requirements, and mitigations. A mark-up of the plans, special provisions and item list will be provided to the Project Manager.

Once the QC process is completed the QA Officer will review the process and sign to release the deliverable.

Task 1.5 Project Schedule

Dokken will prepare and update monthly a project schedule with tasks and milestones. The schedule will include tasks consistent with the scope of work and with enough detail to track project progress. Both a baseline schedule and tracking updates will be provided. The schedule will reflect realistic estimates of review periods by other agencies for tasks, such as studies, reports, plans, permits, and coordination.

Dokken's Project Manager will closely monitor the schedules and discuss updates with the County Project Manager.

Task 1.6 Monthly Progress Report and Invoice

Progress Reports will be submitted monthly to San Bernardino County. These reports will include the work performed during that period, a discussion of issues/decisions, recommendations to address issues, budget status, and anticipated work for the following month. The progress report will be submitted with the monthly invoice.

Monthly invoices will be prepared on Dokken Letterhead consistent with the requirements of the LAPM. Invoices will separate costs by both task and bridge number and will include the following:

- Consultant's project manager signature



- A unique invoice number
- Appropriate backup documentation attached
- A separate invoice for each subconsultant will be attached in the same format as the prime Consultant's invoice and will be included in the Dokken invoice.

Dokken's Project manager is responsible for maintaining cost control for each task, including our sub-consultants.

Deliverables – Task 1

- Work Plan
- Meeting Agendas and Minutes
- Written summaries of telephone coordination
- Monthly Progress Report and Invoice
- Schedule and Updates
- Action Item Lists
- Quality Assurance signature on deliverables

TASK 2 35% CIVIL PLANS

Task 2.1 Preliminary Design

Dokken will develop a preliminary engineering plan for approval of conceptual design and to set the project footprint. The preliminary engineering plan will include the roadway alignment, profile, and typical section for the bridge replacement and the temporary "shoofly" detour at each bridge; and the recommended construction staging areas, traffic handling and detour concept plans. The design storm spread width will be evaluated for each bridge site. Where the spread exceeds the shoulder width, an over side drain, or similar drainage facility will be provided to remove the runoff from the roadway. Roadway design will meet current County and AASHTO design standards, any exceptions will be documented.

Survey information needed for the design will be provided by the County. Dokken Engineering will review currently available topographic information and prepare a survey requests for needed design level survey shots.

Task 2.2 Civil Plans

Dokken will prepare 35% roadway plans in accordance with Caltrans submittal requirements. Plans will include title sheet; road and channel plan and profile; existing and proposed right of way and parcel lines; typical cross sections; key map, index of drawings; existing and proposed contours; on-site detour plans; signing and striping plans. Plan sheets shall be at a scale of 1"=40' unless more detail is needed or directed otherwise by the County.

Design features that will be identified are:

- Lane widths, shoulder widths, and bridge widths
- Design speed
- Cross slopes



- Grades
- Stopping sight distances
- Horizontal and vertical alignments
- Horizontal and vertical clearances
- Signing and Striping Plan

Task 2.3 Preliminary Cost Estimates

At the 35% submittal, Dokken will prepare a preliminary estimate for each location based on square footage cost factors for the bridge and roadway work. The estimate will consider construction costs such as traffic handling, guard rails, and channel work. Also included will be an updated estimate of the right of way and utility relocation costs. The contingency will remain at 25%. It is anticipated this estimate will be used for budgeting purposes in the HBP program.

Deliverables – Task 2

- Survey Request
- Conceptual Geometric Approval Drawings
- Conceptual Traffic Handling and Detour Plan
- Draft Roadway Drainage Memo
- 35% Civil Plans
- 11"x17" PDF plans
- One (1) set of full-size plans
- One (1) set of 11"x17" plans
- Cost Estimate

TASK 3 35% BRIDGE DESIGN

Task 3.1 Bridge Design and Layout

Dokken will evaluate multiple bridge options for each site and compare them for the following characteristics: ability to convey the storm events, cost, foundations, constructability, maintenance, and construction duration. The bridge design will meet current AASHTO standards. If there are additional non-standard design features, approval will be obtained by the County. Individual Bridge General Plans will be prepared showing the plan, profile and typical section view for the preferred alternatives. Denoted on these views will be the 50 & 100-year water surface elevations, slope treatments, metal beam guard rails and lane/shoulder widths.

Task 3.2 Draft Type Selection Report

It is anticipated the structures will be replaced with concrete structures. Cast-in-place and precast concrete will be evaluated as well different structure types such as slabs, voided slabs and post-tensioning. The evaluations will be summarized in a Standard Caltrans Type Selection Report that will include discussions of the following: all bridge types considered, site geometrics and hydraulic constraints, environmental impacts, community concerns,



construction duration, and maintenance requirements. Type Selection Report will describe the structure to be designed and the design approach moving forward.

Task 3.3 Type Selection Meeting/Final Type Selection Report

A meeting to confirm the selected bridges and functional/aesthetic features will be scheduled with the County Project Manager to conclude the type selected bridges prior to circulating the environmental document and start of detailed design. Any changes to the Bridge Type Selection Report will be recorded in the meeting minutes. We recommend copying or including Vu Ngo/District 8 and Caltrans Structures in the Type Selection Meeting. Caltrans buy-in of the structure type is desired to ensure funding.

Task 3.4 Preliminary Cost Estimate

Dokken will provide cost estimates of the bridge types considered. Upon completion of the Bridge Type Selection, Dokken will submit a General Plan Estimate. Construction cost will be used to update the annual HBP Bridge Survey.

Deliverables – Task 3

- 35% Bridge Plans
- Draft and Final Type Selection Report
- Cost Estimates

TASK 4 RIGHT OF WAY

County will perform right-of-way research required to create a right-of-way base map that identifies the existing right-of-way, APN number, record owner(s), utility and other easement and any outstanding offers of dedication. County will secure all right-of-way and temporary easements, if needed.

County will provide all necessary services in accordance with Federal "Uniform Act" and State requirements, including, but not limited to, preparation of legal descriptions, plats, easement documents. The County will prepare right of way certification prepared for the E-76 authorization to proceed with advertising for construction.

Task 4.1 Evaluate Right of Way Needs

Dokken will evaluate the existing right of way and identify permanent and temporary right of way needed for the project, if any. These needs will be shown as proposed right of way on the roadway plans until acquired, then as existing. Dokken will provide the County with a proposed right of way CAD file at each plan submittal stage.

Deliverables – Task 4

- CAD file with right of way needs

TASK 5 HYDROLOGY/HYDRAULICS

The Tasks below are anticipated to be applicable for each of the 10 bridges, with 10 individual Bridge Design Hydraulic Studies developed with analyses and recommendations, culminating with a compiled final report summarizing the studies of all 10 bridges.

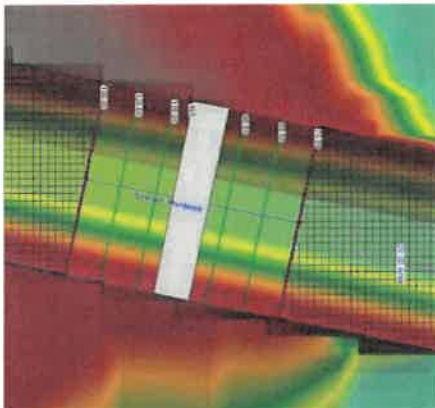
Task 5.1 Hydraulic Study and Report

WRECO will review the Hydrology Study and hydrologic data developed by the County of San Bernardino (County). WRECO will utilize the County's hydrologic data for the hydraulic analyses of the various ditch crossings for the Project.

The approach to hydraulic modeling of each bridge crossing will be to use the Project survey, coupled with USGS 1/3 or 1/9 arcsecond LiDAR data to create a rectangular mesh of terrain data covering sufficiently upstream and downstream (approximately 200-300ft) of the bridge to avoid boundary condition influence to the hydraulics at the bridge itself.

WRECO will use the County's FLO-2D Hydrologic model to develop the upstream and downstream flow and water surface boundary conditions for the hydraulic modeling of each bridge crossing for the 50 and 100-year storm events.

Using the US Army Corps of Engineers Hydrologic Engineering Center's River Analysis System (HEC-RAS) Ver. 5.0.7 software, the boundary conditions will be connected to the upstream and downstream limits of the 2-D meshes. The 2D Meshes upstream and downstream of the bridges will be tied to 1-D model cross-sections through the bridge structure. The Bridge will be modeled based on the design plan geometry.



The figures below shows a HEC-RAS 2-D mesh to 1-D cross-section to 2-D mesh model which demonstrates the proposed approach discussed above. In this manner, the hydraulic analyses of the proposed bridge improvement will be modeled. The results will provide design water surface elevations (WSE) at the bridge crossings. WSEs shall be based on the 50 and 100-year storm events and the proposed bridge.

WRECO will perform bridge scour analyses to determine the scour potential per the methodology specified in the Federal Highway Administration's (FHWA) HEC-18, HEC-20, and HEC-23 manuals. WRECO will make recommendations on the need for scour countermeasures for the proposed bridges per the HEC-23 and Caltrans Highway Design Manual.

WRECO will respond to County comments on the Draft Bridge Design Hydraulic Studies and once the information is finalized, prepare a Bridge Design Hydraulic Summary Report, which will summarize the results from the hydraulic and bridge scour analyses and include recommendations for bridge scour countermeasures. The report will also include all the detailed hydraulic model output.

This task also includes WRECO's participation in meetings and project coordination and management. WRECO will attend the Project kickoff meeting via a conference call. WRECO will also participate in three (3) conference calls with the Project Team staff. On a monthly basis, WRECO will provide information for Dokken's monthly invoices and progress reports.

Deliverables – Task 5

- Ten (10) Draft Bridge Design Hydraulic Study (PDF)
- One (1) Final Hydraulic Summary Report (PDF)

TASK 6 PRELIMINARY GEOLOGICAL/GEOTECHNICAL INVESTIGATIONS

Task 6.1 Preliminary Foundation Report

EMI will prepare a Preliminary Foundation Report (PFR) to provide preliminary geotechnical recommendations for all 10 bridges, and this report will assist structural designers in the Type Selection process. This PFR will be prepared using the available subsurface data and the general format will be in accordance with the current Caltrans Guidelines.

Task 6.2 Geotechnical Investigations

Caltrans is enforcing the AASHTO requirement of a soil boring at each bridge support location. Therefore, a soil boring will be drilled at each support. Data obtained from bridge abutment boreholes will also be used for pavement design.

Based on the above, EMI's geotechnical field investigations plan is presented in **Table 1**. The boreholes will be excavated using a truck-mounted or track-mounted drilling rig. The proposed approximate boring depths will be raised if refusal is encountered. Asphalt concrete cold-patch will be used to replace asphalt that is removed by excavations, and quick-set cement will be used to replace concrete that is removed by excavations.

Table 1. Proposed Soil Boring Information

Design Element	Number of Borings	Approximate Depth (feet)
Bristol Ditch Bridge (Bridge No. 54C-0272)	3	70
Cerro Ditch Bridge (Bridge No. 54C-0275)	3	70
Gordo Ditch Bridge (Bridge No. 54C-0276)	3	70
Cerulia Ditch Bridge (Bridge No. 54C-0277)	3	70
Leith Ditch Bridge (Bridge No. 54C-0279)	3	70
Terra Ditch Bridge (Bridge No. 54C-0280)	3	70
Sombra Ditch Bridge (Bridge No. 54C-0281)	3	70
Beacon Ditch Bridge (Bridge No. 54C-0282)	3	70



Design Element	Number of Borings	Approximate Depth (feet)
Larissa Ditch Bridge (Bridge No. 54C-0284)	3	70
Adena Ditch Bridge (Bridge No. 54C-0315)	3	70

EMI will prepare a boring location plan and this plan will be used to secure encroachment permit from County of San Bernardino and well permits from Environmental Health Services. Any other permits, if required, will be secured by others.

EMI field personnel will collect soil samples for laboratory testing; including bulk samples of near-surface soils and small disturbed and relatively undisturbed ring samples of deeper soils. The small disturbed and relatively undisturbed soil samples will be collected using split-spoon samplers at a vertical interval of about 5 feet, alternating between the Standard Penetration Test (SPT) sampler and the Modified California Drive (MCD) sampler. Samples of subsurface soils will be logged during the field investigation, secured in their containers or collected in plastic bags, and transported to the EMI laboratory.

Task 6.3 Laboratory Testing

Field logs of the boreholes will be reviewed to select representative soil samples for laboratory testing. Various laboratory tests will be performed on soil samples to determine or derive their physical and engineering characteristics. Anticipated laboratory tests include: in-situ density and moisture content, grain size, direct shear, R-value, and soil corrosion tests. Laboratory tests will be conducted in general accordance with American Society for Testing and Materials (ASTM) standards or California Test methods.

Task 6.4 Lead and Asbestos Survey

Geocon personnel will perform asbestos containing materials (ACM) and lead-containing paint (LCP) surveys for the ten bridges associated with the project. Personnel performing the surveys are Cal/OSHA-certified asbestos consultants (CAC), and California Department of Public Health (DPH) Certified Lead Paint Inspectors/Assessors.

Geocon will conduct a walkthrough inspection of each Site to identify and inventory suspect ACMs and potential LCP at the bridges and collect representative bulk samples of suspect ACM and LCP. Samples will be tested and results compiled in a ACM/LCP survey letter report presenting the findings and conclusions.

Deliverables – Task 6

- Draft and Final Preliminary Foundation Report (PDF)
- Log of Test Borings
- Laboratory Testing Results
- Lead and Asbestos Survey



TASK 7 PRELIMINARY UTILITY COORDINATION

Task 7.1 Utility "A" Letters, Request for Exist Facilities

This task includes identifying the utilities on the project site.

Dokken will send a Utility "A" Package to all utility companies serving the project area during the preparation of preliminary engineering. The Utility "A" Package will consist of a vicinity map, a County approved letter requesting as-built or record information of the location, size and depth of each utility company's facilities within the project boundaries. Information regarding prior rights and planned utility construction that may affect the project will also be requested.

Dokken will prepare a Utility Base Map from survey and as-built utility drawings. The base map will be used to identify conflicts with the proposed bridge.

Deliverables – Task 7

- Utility Base Map
- Utility 'A' Letters

TASK 8 REGULATORY PERMITS

Task 8.1 1602 Streambed Alteration Agreement for Geotechnical Drilling

Dokken Engineering will prepare a 1602 Streambed Alteration Agreement application for geotechnical borings within the channels for the 10 Bridges on the NTH. It is expected that the main focus of the permit will be inclusion of protective measures for Desert Tortoise, so they are not directly impacted during the boring activities. San Bernardino County will be responsible for paying any application fees or mitigation costs associated with the permit.

Task 8.2 Army Corps 404 Nationwide 14 Fill Permit for Bridge Replacement

Dokken Engineering will prepare and process an application for the permit required for compliance with Section 404 permits under the authority of the U.S. Army Corps of Engineers (USACE). Nationwide Permit 14 is expected to apply to each of the bridge crossings as permanent impacts are expected to be less than 0.5 acre at each site. A non-notifying permit may also be applicable if permanent impacts are below 0.1 acre at a specific site. San Bernardino County will be responsible for paying any application fees or mitigation costs associated with the permit.

Task 8.3 401 Water Quality Certification for Bridge Replacement

Dokken Engineering will prepare and process an application for the permit required for compliance with Section 401 permits under the authority of the Regional Water Quality Control Board (RWQCB). This permit application will be made in conjunction with the 404 permit. San Bernardino County will be responsible for paying any application fees or mitigation costs associated with the permit.



Task 8.4 1602 Streambed Alteration Agreement for Bridge Replacements

Dokken Engineering will prepare and process an application for the permit required for compliance with Section 1602 permits under the authority of the California Department of Fish and Wildlife (CDFW). Dokken will obtain and review a draft agreement and provide recommended comments to the County as part of the negotiation with CDFW. Once the draft agreement is accepted by CDFW and the County, Dokken will facilitate execution of the final agreement. San Bernardino County will be responsible for paying any application fees or mitigation costs associated with the permit.

Deliverables – Task 8

- 1602 SAA for Geotechnical Drilling
- 404 Permit for 10 Bridges Replacement
- 401 WQC for 10 Bridges Replacement
- 1602 SAA for 10 Bridges Replacement

TASK 9 PRELIMINARY RAILROAD COORDINATION

Task 9.1 Railroad Coordination

A portion of NTH is adjacent to Burlington Northern Santa Fe Railroad (BNSF) tracks, specifically Bristol Ditch (Bridge No. 54C-0272). Dokken will meet and confer with BNSF to determine potential impacts construction of the new bridge may have on BNSF right-of-way.

Deliverables – Task 9

- Notes and minutes from BNSF coordination meetings and conversations

TASK 10.0 ENVIRONMENTAL ANALYSES**Task 10.1 Natural Environment Study**

A Dokken biologist 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. Ideally field work should occur in the spring (March/April) after some rain events for best identification of blooming plant species in the project area. Literature research will be conducted to determine the potential for sensitive plant and animal species in the project area. The location of any sensitive biological resources present on site, including plants and plant communities, will be mapped. Based on initial research and experience with projects in this area, critical habitat for desert tortoise, a protected species listed on the federal Endangered Species Act, is present and will be temporarily impacted during construction. A habitat assessment, and if recommended protocol surveys for desert tortoise will be performed at each bridge site. There is also a small possibility of nesting birds on these bridges as nests at two locations were observed during Dokken's February field visit.

Dokken will then prepare a Natural Environment Study in accordance with the Caltrans approval format. This study 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 on the site, Dokken will prepare and include in the study a graphic displaying the location of the sensitive plant communities on site and any sensitive biological resources observed. The report also will contain tables describing sensitive species and their habitats that are present or potentially present; it also will identify and assess project impacts on the existing biological resources, including any sensitive species. Mitigation measures will be included as necessary. Preliminary research indicates that these washes are not considered Waters of the U.S. or State and therefore no environmental regulatory permits are expected to be necessary.

Task 10.2 Biological Assessment and Section 7 Consultation with USFWS

Consistent with Section 7 of the Federal Endangered Species Act, Dokken Engineering will prepare a Biological Assessment for Desert Tortoise to facilitate consultation between Caltrans and the US Fish and Wildlife Service. Since critical habitat is present in the project area, Section 7 Consultation will be mandatory. Since impacts to critical habitat are expected to be minimal and temporary during construction, Dokken anticipates that the expedited informal consultation process can be used which will include a series of avoidance and minimization measures to ensure desert tortoise specimen are not harmed throughout the construction process. The conclusion of the Section 7 Consultation process will be a concurrence letter issued by USFWS, agreeing to the level of impacts and measures proposed in the Biological Assessment.



Task 10.3 Hazardous Waste Initial Site Assessment (ISA)

Dokken Engineering will prepare a Hazardous Waste ISA to identify all documented hazardous waste sites located within the project study area. Dokken Engineering will conduct an agency records search to identify all hazardous waste sites located within the project study area and classified as a hazardous waste site under state law. Dokken Engineering will conduct a visual survey of the project area via available public access to identify any obvious area of hazardous waste contamination. If hazardous waste sites are identified within the project study area (via governmental records and/or the visual survey), Dokken Engineering will determine the potential impact to the project and identify subsequent procedures to determine the extent of contamination and remediation requirements. Potential hazardous materials that may be present in the project area include treated wood members and lead based paint on the existing bridges.

Task 10.4 Section 4(f) Evaluation

Dokken Engineering will prepare a Section 4(f) analysis in accordance with FHWA and Caltrans guidelines to assess the impacts to the historic Route 66 Corridor and its contributing elements (Adena Ditch Bridge) as Section 4(f) resources. Removing and replacing bridges on the National Trails Highway is expected to result in an adverse effect to the historic National Trails Highway District, therefore, an individual Section 4(f) evaluation will be required that evaluates avoidance alternatives and explains why replacement is the only feasible and prudent alternative. The Section 4(f) Evaluation will be prepared concurrently with the Finding of Effect and Memorandum of Agreement which are listed under Task 11 Cultural Resources and the content of these reports will have substantial overlapping findings and conclusions to satisfy both Section 4(f) and Section 106 requirements.

Deliverables – Task 10

- Preliminary Environmental Study Form
- Natural Environment Study
- Biological Assessment for Desert Tortoise
- Hazardous Waste Initial Site Assessment
- Individual Section 4(f) Evaluation

TASK 11.0 CULTURAL RESOURCE COMPLIANCE

Task 11.1 Records and Literature Search

A cultural resource records search will be conducted at the South Central Coastal Information Center, located at California State University in Fullerton. 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.



Task 11.2 Native American Consultation

As part of the project's Section 106 compliance, Dokken will contact the Native American Heritage Commission. The commission will provide a list of Native American groups to contact regarding this Project. With County and Caltrans approval, Dokken will contact each tribe via USPS mail. After 28 days, Dokken will follow up via telephone with those groups that have not responded to the initial letter. Dokken will document all Native American consultation efforts.

A similar effort will be conducted for CEQA and AB 52 compliance which involves sending letters to all tribes that are listed as requesting AB52 consultation for projects within San Bernardino County. Dokken understands that the County will be completing the AB52 consultation process internally and it is not part of this scope of work; however, Dokken will provide coordination between Caltrans and County to ensure the Section 106 and AB52 consultation processes are performed concurrently which will reduce the potential for confusion between the consulting parties.

Task 11.3 Field Survey

Dokken will conduct a systematic field survey of portions of the APE that are not obscured by asphalt/concrete, specifically focusing on the banks and terraces of the flood channels. The ground surface will be visually examined by one of Dokken's in-house 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.

Task 11.4 Area of Potential Effects Map

Using the maps provided by San Bernardino County as a starting point, Dokken will coordinate with Caltrans cultural staff to develop an APE Map for the full 10 bridges study area. The APE map needs to include all construction and ground disturbing activities, as well as access, utility relocations, construction staging, etc. The APE maps will also include input from Dokken Engineering's design team to ensure needless revisions to the CEQA/NEPA record are not needed due to design changes that could occur during PS&E.

Task 11.5 Archaeological Survey Report

All archaeological 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 Caltrans format HPSR will be prepared to document all cultural findings and conclusions based on the reports below.



Attention will be given to relocating known historic archaeology such as historic era trash scatters, and if needed, these resources will be evaluated for eligibility as contributing elements to the historic National Trails Highway. DPR 523 forms will be prepared to document these features. A Dokken 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.

Task 11.6 Historic Resources Evaluation Report

Dokken Engineering will team with MHC to prepare a NTH corridor wide evaluation of the eligible additional appurtenances to the bridge infrastructure as contributing elements to the Historic NTH District. Features at each bridge site that will be evaluated include pre-1974 paddleboards; C or Corner Markers; and flood control and storm ditches near the bridges. This effort will build on the prior cultural evaluation efforts done by San Bernardino County since 2014 utilizing existing survey data and reference material made available by the County. Additional field investigations at each bridge site along the corridor will be performed to confirm the prior survey information as well as to evaluate if any physical alterations have occurred (especially to the ditches and dykes) since 2014. A Historic Resources Evaluation Report (HRER) will be prepared for the full corridor to evaluate which of these features should be considered contributing elements to the NTH Historic District. DPR 523 Forms will be prepared, one for each resources type (paddle boards, C-markers, and ditches) to justify integrity of each feature and if they should be considered a contributing element. These forms will be included in the HRER as attachments. This HRER will be prepared to be attached to the HPSR for the 10 Bridges; however, if the County advances another project along the NTH to SHPO sooner than this project, this HRER could be included in that report as well.

Task 11.7 HPSR, FOE, and MOA

Dokken Engineering will team with Galvin Preservation and Associates (GPA) and Mikesell Historical Consulting (MHC) to prepare a Historic Resources Survey Report (HPSR), Finding of Effect (FOE) Report, and Memorandum of Agreement (MOA) for the National Trails Highway Historic District to comply with Section 106 of the NHPA. The HPSR would be an umbrella document to summarize the findings of both the built environment resources as well as the archaeological studies within the APE of the 10 bridges.

The HPSR would include the set of finalized Area of Potential Effects (APE) Maps, the results of outreach with interested parties (historic groups) and Native American consultation, and the results of the identification efforts. The HPSR would summarize the findings from the Archaeological Survey Report (ASR) and any necessary attachments (including NA Consultation).

Based on early coordination with Caltrans cultural staff, the 10 bridge replacements are anticipated to result in an adverse effect on the NTH Historic District, as well as the Adena



Ditch Bridge which is a contributing element to the district. Therefore, a Finding of Effect (FOE) Report would be required to accompany the HPSR. As part of this process, the Dokken team will coordinate with County Staff, Caltrans Professionally Qualified Staff and any interested parties (as necessary) to identify appropriate mitigation measures that would be included in the preparation of a Memorandum of Agreement (MOA). Once Caltrans has reviewed and approved the HPSR, FOE, and MOA, they will be forwarded to SHPO for review and concurrence.

Task 11.8 Cultural Resource Compliance Report (CRCR) for Ten Bridges

Dokken Engineering will team with GPA and MHC to prepare a Cultural Resource Compliance Report summarizing the findings from the HPSR, the FOE, and MOA following a format approved by the County for CEQA Compliance. This report will provide an outline of the proposed CEQA impacts to cultural resources prior to preparing the Draft EIR. The CRCR would include the identification efforts and the impacts analysis for the replacement of all ten bridges using terminology for CEQA compliance. Dokken anticipates that the CRCR would mirror the findings and analysis provided in the HPSR, FOE, and MOA.

Based on early coordination with Caltrans, it is anticipated that the replacement of the ten bridges would cause a cumulatively significant impact to the Historic National Trails Highway District. As such, because the replacement of these structures would not be mitigated to a level of less than significant, additional mitigation measures would need to be identified in the CRCR for this project. It is assumed that any mitigation identified for Section 106 compliance, would also be incorporated into the CRCR for compliance with CEQA. If necessary, and as directed by the County, additional outreach efforts may be conducted to interested parties as part of the process of preparing the CRCR (for the built environment only). This report would be reviewed and approved by the County as the CEQA Lead Agency.

Task 11.9 Paleontological Resources Memorandum

Dokken Engineering will team with Cogstone to prepare a Paleontological Resources Memorandum. This effort will include a paleontological records search, a windshield survey of the project area, and preparation of the memorandum with recommendations for if additional analysis and documentation is required (see task 11.12).

Task 11.10 Extended Phase 1 Testing (OPTIONAL)

If the ASR identifies a moderate or high potential for subsurface archaeology, Dokken Engineering will conduct an Extended Phase I (XPI) to test for the presence of historic or prehistoric deposits. Dokken Engineering shall prepare a XPI work plan, perform necessary field work, perform minimal artifact analysis, GIS/graphics preparation, and prepare a XPI Archaeological Evaluation Report to document the findings of the subsurface testing.

Task 11.11 Paleontological Evaluation Report (OPTIONAL)

Should the Paleontological Resources Memorandum recommend additional analysis and documentation based on an assessment of moderate or high risk for encountering paleontological resources in the project area, the Dokken team will prepare a Paleontological

Evaluation Report. This document will include a summary of the prior research efforts completed in Task 11.9 as well as a more robust evaluation of what the potential impacts to paleontological resources could be and recommendations for avoidance, minimization, and/or mitigation measures to reduce those impacts. Cogstone will provide the professional paleontologist as the primary author of this report.

Deliverables – Task 11

- Native American Consultation Log
- Area of Potential Effects Map
- Archaeological Survey Report
- Historic Resources Evaluation Report
- Historic Property Survey Report
- Finding of Adverse Effect and Memorandum of Agreement
- Cultural Resource Compliance Report (10 Bridges CEQA only)
- Paleontological Resources Memorandum
- Extended Phase 1 Testing Report - OPTIONAL
- Paleontological Evaluation Report - OPTIONAL

TASK 12.0 ENVIRONMENTAL DOCUMENT

Based on coordination with the County of San Bernardino and Caltrans staff, Dokken anticipates that one joint CEQA/NEPA document can be prepared for all 10 Bridges.

Task 12.1 Notice of Preparation

A Notice of Preparation (NOP) for the EIR will be circulated to responsible agencies. The NOP will provide responsible agencies with sufficient information describing the project, the location of the project, and possible environmental impacts of the proposed project. The NOP will be certified mail to each responsible agency as well as every federal agency that is involved in approving or funding the project. Additionally, each Trustee Agency responsible for natural resources affected by the project also to be mailed a copy of the NOP.

Dokken Engineering will conduct outreach and organize a NOP Scoping Meeting. The project development team will attend the meeting to meet with participants and answer questions. Dokken will provide meeting materials, including maps, exhibits, and comment forms. A summary of comments and meeting minutes will be provided to the County.

Task 12.2 Prepare Draft Environmental Impact Report/Environmental Assessment

Dokken Engineering will incorporate the purpose and need, project description, and the technical studies into the Draft Environmental Impact Report/Environmental Assessment (EIR/EA) as a Caltrans format joint CEQA/NEPA document. Dokken Engineering will prepare sections for Human Environment, Physical Environment, Biological Environment, and Cumulative Impacts. The EIR/EA will determine if the project will have any significant adverse effects on the environment under both State and Federal standards, identify potential mitigation measures for such impacts, and determine if the mitigation measures reduce all impacts below a level of significance. Significant and unavoidable impacts to the historic NTH District are anticipated due to the cumulative impacts from removing contributing and non-



contributing structures along the route. This level of impact would necessitate preparation of an EIR under CEQA.

The Draft EIR/EA will be provided to the County and Caltrans for review and comment. Dokken Engineering will manage the review process and update the document based on comments received. Multiple levels of review at Caltrans are typical for this level of document; however, Dokken's experience working with District 8 will minimize the review time and ensure an on-time project approval.

Task 12.3 Circulate Environmental Document for Public Review

The EIR/EA 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 EIR/EA. Dokken Engineering will prepare the requisite public notices for distribution of the EIR/EA as well as hard copies of the EIR/EA document and the technical studies as indicated in the RFP. Dokken Engineering will coordinate the preparation of the distribution list with the County and Caltrans.

During circulation of the draft EIR/EA, Dokken Engineering will coordinate with Caltrans and the County to hold a public hearing to answer questions and address concerns. Post cards containing specific information related to the project and the public meeting will be mailed to local property owners within the vicinity of the project site. At the County's discretion, signage that advertises the public meeting can also be provided at the project site to notify motorists that use Route 66 but do not live in the immediate vicinity. Dokken Engineering will prepare exhibits, facilitate the meeting, conduct set up/cleanup activities, and compile all public comments received at the hearing.

Task 12.4 Responses to Public Comments

At the close of the public review period for the EIR/EA, Dokken Engineering will meet with Caltrans and County staff to review comments draft EIR/EA and to discuss how best to provide written responses. Dokken Engineering will then formulate responses to each comment. Once all written response has been prepared, the full comment and response document will be submitted to the County and Caltrans to review. The package will ultimately become an appendix in the Final EIR/EA document.

Task 12.5 Prepare Final Environmental Impact Report/Environmental Assessment

Dokken Engineering will draft findings of fact pursuant to State CEQA Guidelines Section 15091 for each of the significant effects identified in the Final EIR/EA. The findings will describe the effect, cite one or more applicable findings under Section 15091, and describe the evidence that supports the selected findings. The findings will also explain why other project alternatives have been found infeasible by the County. Dokken Engineering will coordinate the drafting of these findings with County and Caltrans staff.

Additionally, Dokken Engineering will prepare a Statement of Overriding Considerations to address any significant effects of the project that are unavoidable, explaining the economic, legal, social, technological, or other benefits of the project that outweigh its unavoidable



environmental impacts. The statement will be based on substantial evidence in the record. Dokken Engineering will work with the County and Caltrans in preparing the findings and statement of overriding considerations.

Dokken Engineering will prepare an Environmental Commitment Record to ensure that all environmental measures contained in the final EIR/EA are properly implemented. The Environmental Commitment Record will be included as an appendix in the final EIR and will be useful during final design, permitting, and construction of the project as it is a summary of all avoidance, minimization, and mitigation measures developed during the environmental process.

The EIR/EA will be updated from "draft" to "final" and will include a complete record of the public outreach and engagement process that occurred during the document's public circulation. Updates to the document will occur, consistent with Caltrans joint CEQA/NEPA document requirements, and the appendices will be updated to include the Environmental Commitment Record, Findings of Fact, Statement of Overriding Considerations, and Public Comments and Responses.

Task 12.6 Notice of Determination and Finding of No Significant Impact

Dokken will file a Notice of Determination with San Bernardino County's Recorder's Office within 5 days of approval of the Final EIR (pursuant to CEQA guidelines). Filing of the Notice of Determination will require payment of Fish and Game Fees pursuant to Fish and Game Code Section 711.4 and this scope of work assumes the County will provide payment of all such fees. Dokken will also coordinate with Caltrans for the internal approval of the NEPA portion of the EIR/EA which includes the District Director (or his/her deputy) signing a Finding of No Significant Impact.

Deliverables – Task 12

- Notice of Preparation
- Draft EIR/EA
- Response to Public Comments
- Final EIR/EA
- Notice of Determination and FONSI
- All meeting materials for public meetings/hearings

PHASE II

TASK 13 PHASE II PROJECT MANAGEMENT

Project Management activities during Phase II will remain the same as Phase I with the exception of Task 1.3.3 Public Outreach and 1.3.5 NEPA/Section 106/Section 4(f) Meetings which are not included in Phase II. Please see Task 1 above for descriptions and deliverables for Task 13.1 through 13.6. Task 13.7 Funding Assistance is added as follows:

Task 13.7 Funding Assistance

Dokken will assist the County in preparing Requests for Authorizations (RFA's) to Caltrans Local Assistance for County completion and signature. It is anticipated that HBP RFA submittals will be necessary for right of way capital and construction authorizations. In addition to data for RFA's, funding support may also include Form 6D scope revisions, annual bridge programming surveys, or consultation, when requested, on grant opportunities.

TASK 14 CIVIL DESIGN AND SPECIFICATIONS

Dokken will prepare and submit 65%, 95% and final plans; specifications, cost estimate and cross sections to County, in accordance with Caltrans submittal requirements. Roadway design will meet current County and AASHTO design standards. Plans will be prepared to County Standards and assembled as one set for bidding. Sheets particular to each site will be indexed, but detail sheets that are common to all sites are not anticipated to be repeated. It is estimated the final set will contain approximately 220 sheets of both roadway and structure plans.

Task 14.1 65% Roadway Plans

Dokken will prepare the 65% roadway plans, progressing the plans into greater detail in accordance with responses to comments. This submittal will be used to establish utility relocations, confirm permanent right of way needs, and identify temporary construction easements necessary for the project. Final ditches, cut and fill slope designs will be completed to finalize the right of way acquisition limits. Utility plans will indicate areas of conflict and propose relocation solutions. Traffic handling plans will be prepared for each bridge. The traffic handling plans will depict the location and width of travel lanes, shoulders, to be provided during the stage.

Construction details will be mostly developed with the 95% submittal.

Task 14.2 95% Roadway Plans

The 95% plans will include specific and unique construction details for detours and traffic handling, minor roadway items, drainage features, guard rails, quantity sheets, and existing conforms. Traffic handling plans will be developed into greater detail with traffic control measures shown. These measures may include: temporary k-rail, delineators, signage, and crash attenuators. The drainage memo submitted as part of the 35% effort will be finalized. Plan sheets included in the 65% submittal will receive additional annotation, descriptions, and



notes. The submittal will include written responses to all comments received on the prior submittal.

Task 14.3 100% Roadway Plans

Dokken will prepare roadway plans for the 100% submittal. The roadway plan updates will include final quantity tables coordinated with the quantity calculations. The utility sheets will have final disposition of utilities clearly labeled. Pothole information obtained on utilities will be added to the plans. Any final details required as permit conditions will be added to the plans. All comments from the County, quality assurance and the permit agencies will be responded to in writing and resolution of any challenging comments will be discussed at project meetings.

Task 14.4 Specifications

Project Specifications will be based upon the Caltrans 2018 Standard Specifications and Standard Special Provisions.

At the 65% submittal a detailed bid item list per site will be prepared to establish the list of pay items anticipated for the construction contract.

At the 95% submittal, Dokken will prepare a full set of construction specifications for the project in Microsoft Word, gathering all necessary input from the subconsultants. The special provisions will encompass all aspects of the construction, including the implementation of the environmental mitigation measures and permit-related requirements.

Dokken's environmental team will review and update the Environmental Commitment Record and prepare it for inclusion in the project's bid package. This effort includes reviewing each environmental measure and determining which require special provisions for inclusion in the project's specifications. By preparing special provisions for key environmental measures, the County will receive more accurate bids from prospective contractors, and this will help minimize the possibility of construction delay or change orders associated with environmental measures that the County has committed to. The draft special provisions will be submitted with hidden text visible and changes tracked to highlight the editing performed by the design team. This editing format will comply with Caltrans procedures for editing special provisions. The draft special provisions will also be submitted in contract version for easier review. Dokken will review the County comments on the draft specifications and meet with the County if necessary, to discuss any revisions. Dokken will ensure that the pay items described in the Project Specifications have been thoroughly checked against all call outs in the plans and that all items of work are fully described.

At the 100% submittal, Dokken will finalize the special provisions and prepare for the County a "bid book" based on 2018 Standards. Utilizing the County's "boiler plate" the bid book will include the notice to bidders, bid forms, bid bond requirements and sample contract. The bid book will be Book 1 of 3, with the Special Provisions being Book 2 of 3, and Revised Standard Specifications being Book 3 of 3.

Task 14.5 Cross-Sections

Dokken will prepare and submit cross sections with final plan set. Cross sections will be generated along the alignment at a minimum of 50 intervals. Additional cross sections will be generated at points such as the following: begin/end of tapers and unique features.

Deliverables – Task 14

- 65% Plans and Bid Item List
- 95% Plan and Specifications
- Final Drainage Memo
- 100% Plans, Specifications and Cross Sections

TASK 15 BRIDGE DESIGN AND SPECIFICATIONS

Dokken will perform the structures design work in accordance with AASHTO LRFD Bridge Design Specifications (Fourth Edition) with California Amendments current at time of bridge design, Caltrans Bridge Design Details Manual, Caltrans Bridge Design Aids, Caltrans Bridge Memos to Designs, and Caltrans Seismic Design Criteria (SDC). The bridge design work will be performed in English units of measure.

Task 15.1 65% Bridge Design and Plans

Upon approval of the bridge type, roadway profile, roadway alignment and construction staging, Dokken will develop the design calculations and prepare plans for the new structures in accordance with Caltrans Bridge Design Manuals, incorporating recommendations from the Foundation Report, hydraulic analysis, scour analysis, and environmental documents. Design will consider all temporary, permanent and transient loading conditions per the bridge design specifications and Caltrans Manuals. A full set of detailed bridge plans will be prepared with consideration for constructability and public safety.

The detailed bridge plans will be quality checked against the 65% roadway, drainage, hydraulic clearances, and utility plans to ensure compatibility with grading, and utilities.

Task 15.2 95% Bridge Design and Plans

An independent bridge design check will be performed by Dokken. The bridge independent check engineer will use the 65%, unchecked detail plan set as a basis for independent structural calculations. A complete structural analysis will be independently performed with no communication with the designer allowed until this task is complete. A thorough review of the details is performed for clarity, capacity, County standards, Caltrans standards and constructability issues. When the independent check is complete, the checker and designer will compare their results and resolve any differences. The calculations will be corrected so that they agree substantially with each other. Agreement is then reached regarding corrections to the plans. After plan corrections, both the designer and checker will review the corrected details to ensure all concerns have been addressed.



Task 15.3 100% Bridge Design and Plans

After review comments are received from the 95% Bridge PS&E, Dokken will revise the plans and coordinate the necessary changes needed with the specifications and estimate. Written responses to the County and Caltrans comments will be prepared and provided with the 100% submittal.

Task 15.4 Specifications

Bridge technical specifications will be based upon the Caltrans 2018 Standard Specifications and Standard Special Provisions.

At the 65% submittal a detailed bid item list per site will be prepared to establish the list of pay items anticipated for the construction contract. The list will identify final pay items.

At the 95% submittal, Dokken will prepare a full set of bridge technical specifications edited in Microsoft Word per Caltrans standard procedures for editing special provisions. The specifications will include any bridge construction requirement, such as utility proximity or soil concerns. The bridge specifications will be included in the 95% Project Special Provisions.

At the 100% submittal, Dokken will update the final bridge construction specifications; ensuring all bridge construction items are fully described and the payment item are covered.

Deliverables – Task 15

- 65% Plans and Bid Item List
- 95% Plan and Specifications
- 100% Plans and Specifications



TASK 16 QUANTITIES AND COST ESTIMATE

Task 16.1 Civil Quantities

At the 65% submittal, Dokken will update the estimate based on square footage cost factors for the bridge and roadway work. The estimate will consider construction costs such as traffic handling, guard rails, and channel work. Also included will be an updated estimate of the right of way and utility relocation costs. The contingency will remain at 25%.

Dokken will prepare a detailed quantity estimate from the 95% plans. Quantities will be calculated using the roadway design software and checked using hand calculations and the design plans. Cost data will be based on our experience with other recent similar sized projects. Dokken will update the project cost estimate with a 15% contingency.

At the 100% submittal, Dokken will update the quantity estimate from the 95% submittal. Quantities will be updated for all items that are changed between the 95% and 100%. The contingency will be reduced to 10% for the final plans. The project quantities will be prepared in a 3-ring binder organized by pay item for use by the Resident Engineer for construction.

Task 16.2 Bridge Quantities

Dokken will prepare detailed quantity estimates for each individual bridge from the 95% bridge plans. Quantity calculations and independent quantity check calculations will be prepared per Caltrans Standards.

Quantities will be updated for all items that are changed between the 95% and 100%. The contingency will be reduced to 10% for the final plans. The bridge quantities will be prepared in a 3-ring binder organized by pay item for use by the Resident Engineer for construction.

Task 16.3 Cost Estimate

Total project cost will be submitted at the 65%, 95% and 100% submittals. Cost data will be based on our experience with other recent similar sized projects, Caltrans Cost Data and data from other projects in the area.

Contingencies will be updated based on the status of the plans.

Deliverables – Task 16

- 65% Cost Estimate
- 95% Cost Estimate
- 100% Cost Estimate
- Quantity design and check calculations



TASK 17 FINAL GEOLOGICAL/GEOTECHNICAL INVESTIGATIONS

Task 17.1 Geotechnical Engineering Analyses

Results obtained from the field investigation and laboratory testing will be used to characterize subsurface soils and conditions and create idealized soil profiles for design purpose. The following analyses will be performed for the project:

- Evaluation of seismicity and estimation of Peak Ground Acceleration based on the current Caltrans design criteria, and recommendation of ARS curves for bridge structural design.
- Assessment of soil liquefaction potential, seismic settlement, and lateral spreading.
- Foundation analysis for bridge.
- Assessment of global slope stability.
- Evaluation of soil corrosivity conditions and recommendations for mitigation measures.
- Design of pavement structural section in accordance with the Caltrans method.

Task 17.2 Foundation Report

EMI will prepare a Foundation Report/Geotechnical Report to provide geotechnical design and construction recommendations for all 10 bridges. This Report will include recommendations for bridges, abutment walls, slopes, and pavement structural sections. EMI will address any comments resulting from the County of San Bernardino review and prepare a final report.

Deliverables – Task 17

- Draft and Final Foundation Report

TASK 18 UTILITY COORDINATION

Task 18.1 Utility "B" Letters, Notice of Conflict

Dokken will prepare "B" letters to affected utility owners (or Notice of Conflict Letters) for County review and approval prior to transmitting conflict and draft relocation plans to utility owners. The plans transmitted will show possible utility locations on the bridge cross sections. Two sets of draft plans will be provided to each utility owner as an attachment to the transmittal letter. The transmittal letter will clearly identify this project as a County Project. Dokken will send the plans of the 65% submittal showing the existing utility location information to the utility companies for their review and comment. This will provide notice to the utility companies of the approved alignment and will facilitate continued coordination. All utilities in conflict with the approved alignment will be highlighted with possible options for relocation. It is assumed only two utility companies will have facilities present at each bridge site that will require B letters.

Task 18.2 Field Meeting and Utility Relocation Agreements

Following submittal of the "B" Letters, a meeting will be scheduled with the affected utility companies to discuss relocation or protection in place of the impacted facilities. Dokken will schedule site meetings with affected utility companies to resolve relocations and/or necessary

protections during construction. It will further be clarified if relocations will be constructed by the project Contractor or by utility company forces.

A Record of Investigation (ROI) will be prepared for all affected utilities. Per Caltrans utility relocation requirements, the ROI will be submitted to Caltrans for approval prior to sending "C" Letters.

Dokken will coordinate utility relocation agreements for those utilities that are eligible for Federal reimbursement of relocation expenses due to the existence of prior legal rights governing their current location. If the utility is in public right of way via a Franchise Agreement with the County, a relocation agreement is not required. It is anticipated that no more than two utility agreements will be needed.

Task 18.3 Notices to Relocate, "C" Letters

Dokken will prepare "C" letters to affected utility owners for County review and approval prior to transmitting final plans to utility owners. The letter will clearly identify this project as a County project. Two sets of final plans will be provided to each utility owner. The letter will indicate to the utility owners that these are final plans and an explanation of changes since the draft plans will be provided. A written confirmation of the utility relocations (or schedule to relocate) will be requested from the utility companies.

Task 18.4 Utility Certification for Federal Aid

Dokken will prepare the utility portion of the Caltrans Local Assistance Right of Way Certification. The utility certification will be coordinated with Caltrans until approval is obtained.

Task 18.5 Potholing

Dokken will subcontract to perform up to 2 potholes per site for underground facilities that may be in conflict with the bridge. Potential facilities that may require potholing include underground fiber and electrical lines.

Deliverables – Task 18

- Utility 'B' and 'C' Letters
- Correspondence and Meeting Minutes
- Utility Certification
- Pothole Summary

TASK 19 RAILROAD COORDINATION

Task 19.1 Railroad Coordination

Construction of the bridges is not expected to impact the railroad and we are not expected to need to go within 200' of the tracks. However, Dokken will meet with the Railroad to explain the project and explain they will not be impacted.



Deliverables – Task 19

- Correspondence and Meeting Minutes

TASK 20 STORM WATER POLLUTION PREVENTION PLAN (SWPPP)

Task 20.1 SWPPP Preparation

Dokken Engineering's Qualified Stormwater Developer (QSD) will prepare the Storm Water Pollution Prevention Plan (SWPPP) and, at the County's discretion, upload this document to the SMARTS system. Since all 10 bridge sites will be covered under a single construction contract, a single SWPPP will be developed to encompass all 10 bridge sites.

Preparation of the SWPPP will involve the following tasks:

- Documenting the existing site conditions and proposed project information, including the total disturbed and percent impervious area of the project site, and preparing a project information exhibit;
- Calculating the risk level classification of the project;
- Identifying the sources that could add pollutants to storm water discharges or could result in non-storm water discharges;
- Selecting risk level appropriate Best Management Practices (BMPs) that will control each of the identified pollutants;
- Preparing Water Pollution Control Drawings;
- Identifying the required construction site monitoring efforts and, dependent on risk level, preparing a monitoring and sampling exhibit;
- Integrating appropriate post-construction storm water BMPs;
- Developing a maintenance, inspection and repair program;
- Assembling the required supporting documentation and reporting forms as Attachments/Appendices.

A draft SWPPP will be provided to the County for review and comment. Upon receipt of County's comments, Dokken Engineering will make the necessary modifications to the SWPPP and prepare a final SWPPP for use in obtaining the NPDES permit. If desired, the County may link Dokken to its LRP use account and Dokken's QSD can prepare the SMARTS submittal on behalf of the County. It is assumed that all permit fees will be paid directly by the County. Dokken will provide QSD services through the issuance of the Waste Discharge Identification Number.

Deliverables – Task 20

- Draft and Final SWPPP

PHASE III

TASK 21 FINAL PS&E & BID SUPPORT (OPTIONAL)

Task 21.1 Prepare Final PS&E for Bidding

The Dokken Environmental Lead and Project Engineer will conduct a final site visit to walk through the construction of the project with the 100% plans in hand. During this visit, they will address any constructability issues and look for items that require additional details to stake or construct. Staff from the County will be invited to attend this site visit.

Upon approval of the Final PS&E, Dokken will furnish the County approved Plans, Specification Books 1, 2 and 3, and Estimates to be used for project advertising. The plans, specifications and estimate will be signed by the Engineer in Responsible Charge. Plan submittal to the County will include full and half size bond plots, PDF copy and electronic CADD drawing files. Specification submittal will include a PDF copy and electronic files in Microsoft Word. A hard copy and electronic Microsoft Excel file of the Engineer's Estimate will be provided.

Dokken will complete the PS&E Checklist and certify that the PS&E is ready for advertising using the current version of the Caltrans Local Assistance Forms. These forms will be completed, signed and submitted as part of the Request for Authorization for Construction Package.

Task 21.2 RE File

Dokken will prepare a working day schedule for the project to establish a fair and reasonable number of working days for the contract documents. The working day schedule will be aligned with the proposed stages for construction of the bridges.

Dokken will prepare a Resident Engineer's File with all design information necessary for the construction management personnel. The file will contain the project quantities, estimate, notes about any unique issues the Resident Engineer should be aware of, bridge joint setting calculations, staking notes, 4-scales for setting bridge deck grades, foundation report for the bridges, and typical cross sections for the project. This information will be compiled in multiple 3-ring binders for easy reference.

Task 21.3 Advertising/Bidding Support

Dokken will attend the Pre-Bid Meeting and answer questions on the plans and technical provisions. During the bidding phase, Dokken will provide responses to bidder questions and inquiries. The plans and specifications will be revised if needed and Addenda will be prepared to address bidder questions.

Task 21.4 Construction Support

Dokken will provide engineering support to the County and Resident Engineer during construction. Dokken will attend the pre-construction meeting. Construction meetings when significant engineering topics are discussed will be attended in-person or via telephone or Skype.



Dokken will provide written response to Requests for Information (RFIs) on the Technical Provisions, the design drawings or conflicts in the design during the construction and assist the County in issuing Change Orders (COs).

Dokken will review Contractor submittals including shop drawings and prepare plan revisions as requested by the County.

Dokken will prepare as-built plans of the project by incorporating all redline comments prepared by the Contractor and Project Inspector on the signed design Plans. Electronic Record Drawings will be provided in AutoCAD format and Specifications in Microsoft Word to the County.

Deliverables – Task 21

- Approved Plans, Notice to Contractors and Bid Book
- PS&E Checklist and PS&E Certification
- Contractor Working Day Schedule
- Resident Engineer's File
- Meetings
- Answers to RFIs
- Review of Contractor Submittals
- Plan Revisions
- Record Drawings

EXHIBIT B: FEE PROPOSAL SUMMARY

PROFESSIONAL ENGINEERING AND ENVIRONMENTAL SERVICES FOR BRIDGE REPLACEMENT ON NATIONAL TRAILS HIGHWAY AT 10 BRIDGES

TASK DESCRIPTION	Dokken Engineering	WRECO	Earth Mechanics	Geocon Consultants	Bargas Environmental Consulting	Cogstone	Mikesell Historical Consulting	GPA Consulting	GRAND TOTAL
PHASE I - P&ED (WITHOUT OPTIONAL)	802,919	170,406	72,339	17,513	16,228	7,501	56,033	75,134	1,218,074
PHASE I - P&ED (WITH OPTIONAL)	616,773	170,406	72,339	17,513	16,228	7,501	56,033	75,134	1,211,928
TASK 1 - PHASE I PROJECT MANAGEMENT	135,887	-	-	-	-	-	-	-	135,887
1.1 Work Plan Development and Implementation	17,855	-	-	-	-	-	-	-	17,855
1.2 Field Reviews	8,927	-	-	-	-	-	-	-	8,927
1.3 Meetings	61,596	-	-	-	-	-	-	-	61,596
1.4 Quality Assurance and Quality Control	19,399	-	-	-	-	-	-	-	19,399
1.5 Project Schedule	19,214	-	-	-	-	-	-	-	19,214
1.6 Monthly Progress Reports and Invoices	8,896	-	-	-	-	-	-	-	8,896
TASK 2 - 35% CIVIL PLANS	194,518	-	-	-	-	-	-	-	194,518
2.1 Preliminary Design	92,116	-	-	-	-	-	-	-	92,116
2.2 Civil Plans	84,887	-	-	-	-	-	-	-	84,887
2.3 Preliminary Cost Estimates	17,515	-	-	-	-	-	-	-	17,515
TASK 3 - 35% BRIDGE DESIGN	125,523	-	-	-	-	-	-	-	125,523
3.1 Bridge Design and Layout	67,749	-	-	-	-	-	-	-	67,749
3.2 Draft Type Selection Report	26,637	-	-	-	-	-	-	-	26,637
3.3 Type Selection Meeting/Final Type Selection Report	18,256	-	-	-	-	-	-	-	18,256
3.4 Preliminary Cost Estimate	12,881	-	-	-	-	-	-	-	12,881
TASK 4 - RIGHT OF WAY	8,557	-	-	-	-	-	-	-	8,557
4.1 Evaluate Right of Way Needs	8,557	-	-	-	-	-	-	-	8,557
TASK 5 - HYDROLOGY/HYDRAULICS	15,306	170,406	-	-	-	-	-	-	185,712
5.1 Hydraulic Study and Report	15,306	170,406	-	-	-	-	-	-	185,712
TASK 6 - PRELIMINARY GEOLOGICAL/GEOTECHNICAL INVESTIGATIONS	14,978	-	72,339	17,513	-	-	-	-	104,830
6.1 Preliminary Foundation Report	4,139	-	25,733	-	-	-	-	-	29,872
6.2 Geotechnical Investigations	8,769	-	32,872	-	-	-	-	-	41,641
6.3 Laboratory Testing	-	-	13,734	-	-	-	-	-	13,734
6.4 Lead and Asbestos Survey	2,070	-	-	17,513	-	-	-	-	19,583
TASK 7 - PRELIMINARY UTILITY COORDINATION	6,518	-	-	-	-	-	-	-	6,518
7.1 Utility "A" Letters, Request for Exist Facilities	6,518	-	-	-	-	-	-	-	6,518
TASK 8 - REGULATORY PERMITS	37,996	-	-	-	-	-	-	-	37,996
8.1 1602 Streambed Alteration Agreement for Geotechnical Drilling	6,889	-	-	-	-	-	-	-	6,889
8.2 Army Corps 404 Nationwide 14 Fill Permit for Bridge Replacement	10,812	-	-	-	-	-	-	-	10,812
8.3 401 Water Quality Certification for Bridge Replacement	8,742	-	-	-	-	-	-	-	8,742
8.4 1602 Streambed Alteration Agreement for Bridge Replacements	11,553	-	-	-	-	-	-	-	11,553
TASK 9 - PRELIMINARY RAILROAD COORDINATION	8,427	-	-	-	-	-	-	-	8,427
9.1 Railroad Coordination	8,427	-	-	-	-	-	-	-	8,427
TASK 10 - ENVIRONMENTAL ANALYSES	75,564	-	-	-	16,228	-	-	-	91,792
10.1 Natural Environment Study	21,444	-	-	-	16,228	-	-	-	37,672
10.2 Biological Assessment and Section 7 Consultation with USFWS	13,845	-	-	-	-	-	-	-	13,845
10.3 Hazardous Waste Initial Site Assessment	16,668	-	-	-	-	-	-	-	16,668
10.4 Section 4(f) Evaluation	23,607	-	-	-	-	-	-	-	23,607
TASK 11 - CULTURAL RESOURCE COMPLIANCE	83,745	-	-	-	-	7,501	56,033	75,134	222,413
11.1 Records and Literature Search	4,078	-	-	-	-	-	-	-	4,078
11.2 Native American Consultation	5,313	-	-	-	-	-	-	-	5,313
11.3 Field Survey	8,155	-	-	-	-	-	-	-	8,155
11.4 Area of Potential Effects Map	8,310	-	-	-	-	-	-	-	8,310
11.5 Archaeological Survey Report	19,874	-	-	-	-	-	-	-	19,874
11.6 Historic Resources Evaluation Report	5,777	-	-	-	-	-	30,768	-	36,545
11.7 HPSR, FOE, and MOA	8,625	-	-	-	-	-	25,265	57,090	90,979
11.8 Cultural Resource Compliance Report (CRCR) for Ten Bridges	6,153	-	-	-	-	-	-	18,044	24,198
11.9 Paleontological Resources Memorandum	1,906	-	-	-	-	3,776	-	-	5,682
11.10 Extended Phase 1 Testing (OPTIONAL)	13,854	-	-	-	-	-	-	-	13,854
11.11 Paleontological Evaluation Report (OPTIONAL)	1,700	-	-	-	-	3,725	-	-	5,425
TASK 12 - ENVIRONMENTAL DOCUMENT	109,755	-	-	-	-	-	-	-	109,755
12.1 Notice of Preparation	8,062	-	-	-	-	-	-	-	8,062
12.2 Prepare Draft Env. Impact Report/Environmental Assessment	52,329	-	-	-	-	-	-	-	52,329
12.3 Circulate Environmental Document for Public Review	14,611	-	-	-	-	-	-	-	14,611
12.4 Responses to Public Comments	9,978	-	-	-	-	-	-	-	9,978
12.5 Prepare Final Env. Impact Report/Environmental Assessment	21,840	-	-	-	-	-	-	-	21,840
12.6 Notice of Determination and Finding of No Significant Impact	2,935	-	-	-	-	-	-	-	2,935
PHASE II - PLANS SPECIFICATIONS AND ESTIMATE (WITHOUT OPTIONAL)	1,145,728	-	-	140,541	-	-	-	-	1,286,269
PHASE II - PLANS SPECIFICATIONS AND ESTIMATE	1,145,728	-	-	140,541	-	-	-	-	1,286,269
TASK 13 - PHASE 2 PROJECT MANAGEMENT	116,813	-	-	-	-	-	-	-	116,813
13.1 Work Plan Development and Implementation	6,549	-	-	-	-	-	-	-	6,549
13.2 Field Reviews	6,641	-	-	-	-	-	-	-	6,641
13.3 Meetings	32,790	-	-	-	-	-	-	-	32,790
13.4 Quality Assurance and Quality Control	41,332	-	-	-	-	-	-	-	41,332
13.5 Project Schedule	8,248	-	-	-	-	-	-	-	8,248
13.6 Monthly Progress Reports and Invoices	6,549	-	-	-	-	-	-	-	6,549
13.7 Funding Assistance	14,704	-	-	-	-	-	-	-	14,704
TASK 14 - CIVIL DESIGN AND SPECIFICATIONS	291,978	-	-	-	-	-	-	-	291,978
14.1 65% Roadway Plans	125,663	-	-	-	-	-	-	-	125,663
14.2 95% Roadway Plans	77,628	-	-	-	-	-	-	-	77,628
14.3 100% Roadway Plans	45,996	-	-	-	-	-	-	-	45,996
14.4 Specifications	34,103	-	-	-	-	-	-	-	34,103
14.5 Cross-Sections	8,588	-	-	-	-	-	-	-	8,588
TASK 15 - BRIDGE DESIGN AND SPECIFICATIONS	545,403	-	-	-	-	-	-	-	545,403
15.1 65% Bridge Design and Plans	231,543	-	-	-	-	-	-	-	231,543
15.2 95% Bridge Design and Plans	154,465	-	-	-	-	-	-	-	154,465
15.3 100% Bridge Design and Plans	84,640	-	-	-	-	-	-	-	84,640
15.4 Specifications	74,755	-	-	-	-	-	-	-	74,755
TASK 16 - QUANTITIES AND COST ESTIMATE	93,593	-	-	-	-	-	-	-	93,593
16.1 Civil Quantities	26,072	-	-	-	-	-	-	-	26,072
16.2 Bridge Quantities	46,546	-	-	-	-	-	-	-	46,546
16.3 Cost Estimate	20,975	-	-	-	-	-	-	-	20,975
TASK 17 - FINAL GEOLOGICAL/GEOTECHNICAL INVESTIGATIONS	7,908	-	140,541	-	-	-	-	-	148,449
17.1 Geotechnical Engineering Analyses	-	-	109,129	-	-	-	-	-	109,129
17.2 Foundation Report	7,908	-	31,412	-	-	-	-	-	39,320
TASK 18 - UTILITY COORDINATION	63,887	-	-	-	-	-	-	-	63,887
18.1 Utility "B" Letters, Notice of Conflict	5,777	-	-	-	-	-	-	-	5,777
18.2 Field Meeting and Utility Relocation Agreements	3,367	-	-	-	-	-	-	-	3,367
18.3 Notices to Relocate, "C" Letters	6,981	-	-	-	-	-	-	-	6,981
18.4 Utility Certification for Federal Aid	4,572	-	-	-	-	-	-	-	4,572
18.5 Potholing	43,190	-	-	-	-	-	-	-	43,190

ATTACHMENT B: FEE PROPOSAL SUMMARY

PROFESSIONAL ENGINEERING AND ENVIRONMENTAL SERVICES FOR BRIDGE REPLACEMENT ON NATIONAL TRAILS HIGHWAY AT 10 BRIDGES

TASK 19 - RAILROAD COORDINATION	6,870	-	-	-	-	-	-	-	6,870
19.1 Railroad Coordination	6,870	-	-	-	-	-	-	-	6,870
TASK 20 - STORM WATER POLLUTION PREVENTION PLAN (SWPPP)	19,276	-	-	-	-	-	-	-	19,276
20.1 SWPPP Preparation	19,276	-	-	-	-	-	-	-	19,276
PHASE III - CONSTRUCTION (OPTIONAL)	291,081	-	12,302	-	-	-	-	-	303,383
TASK 21 - FINAL PS&E & BID SUPPORT (OPTIONAL)	291,081	-	12,302	-	-	-	-	-	303,383
21.1 Prepare Final PS&E for Bidding (OPTIONAL)	25,392	-	3,583	-	-	-	-	-	28,975
21.2 RE File (OPTIONAL)	20,542	-	-	-	-	-	-	-	20,542
21.3 Advertising/Bidding Support (OPTIONAL)	64,252	-	-	-	-	-	-	-	64,252
21.4 Construction Support (OPTIONAL)	180,895	-	8,719	-	-	-	-	-	189,614
TOTAL WITHOUT OPTIONAL TASKS	1,946,947	170,406	212,880	17,513	16,228	3,776	56,033	75,134	\$ 2,498,918
OPTIONAL TASKS	306,635	-	12,302	-	-	3,725	-	-	\$ 322,662
TOTAL WITH OPTIONAL TASKS	2,253,582	170,406	225,182	17,513	16,228	7,501	56,033	75,134	\$ 2,821,580

EXHIBIT C - SCHEDULE
PROFESSIONAL ENGINEERING ENVIRONMENTAL SERVICES
FOR
BRIDGE REPLACEMENT ON NATIONAL TRAILS HIGHWAY AT 10 BRIDGES
PWG120-TRANS-3717

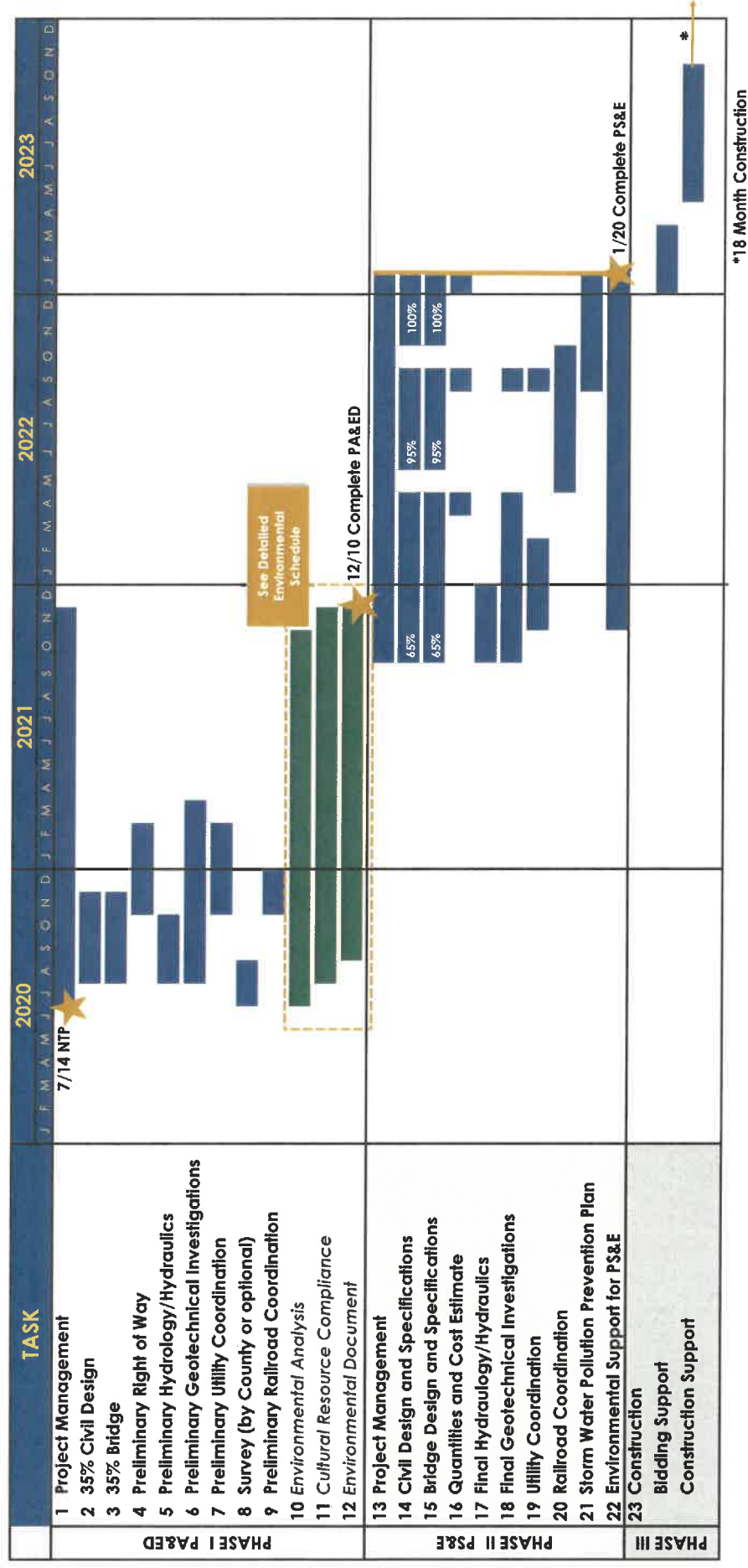


EXHIBIT C - SCHEDULE
PROFESSIONAL ENGINEERING ENVIRONMENTAL SERVICES
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BRIDGE REPLACEMENT ON NATIONAL TRAILS HIGHWAY AT 10 BRIDGES
PWG120-TRANS- 3717

