Subject: Professional Services Contract with Dokken Engineering for Right of Way Services for the Las Plumas/Lincoln Blvd. Safe Routes to School Project

Department: Public Works

Contact: Dennis Schmidt
Phone: (530) 538-7681

Meeting Date Requested: July 24, 2018

Regular Agenda ☐ Consent Agenda ☑

Department Summary: (Information provided in this section will be included on the agenda. Attach explanatory memorandum and other background as necessary).

The Department of Public Works recently executed a Request for Qualifications/Proposals (RFQ/RFP) to select a firm to provide Right of Way Services for the Las Plumas/Lincoln Blvd. Safe Routes to School (SRTS) Project. The RFQ process generated seven proposals to perform the necessary work. Dokken Engineering from Folsom was selected as the most qualified firm to provide these services.

The Department has been working on the Las Plumas/Lincoln Blvd SRTS project and has gotten to the stage where professional services are necessary to begin the process of acquiring right of way for the project. The term of the contract is 18 months and the maximum financial obligation is not-to-exceed $178,250.48 to perform summary appraisals and provide negotiation services for acquisitions and assist in securing 24 Temporary Construction Easements.

Fiscal Impact:

The expense for the contract is included in the Department’s current budget for the Las Plumas/Lincoln Blvd SRTS Project and will be included in future budget requests for the duration of the agreement. There is no impact to the County General Fund.

Personnel Impact:

Does not apply.

Action Requested:

Approve the Contract and authorize the Chair to sign.

Administrative Office Review: Casey Hatcher, Manager, Economic & Community Development
PROFESSIONAL SERVICE CONTRACT

This Contract, dated as of the last date executed by the County of Butte is between the County of Butte, a political subdivision of the State of California, hereinafter referred to as “COUNTY”, and the professional service consultant indicated in the variable information table below, hereinafter referred to as “CONSULTANT.”

VARIABLE INFORMATION TABLE

<table>
<thead>
<tr>
<th>Term of This Contract</th>
<th>Term Begins</th>
<th>Term Completion Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>On Following Date</td>
<td>July 24, 2018</td>
<td>On Following Date December 31, 2019</td>
</tr>
<tr>
<td>County Department</td>
<td>Public Works</td>
<td></td>
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<tr>
<td>Net 30</td>
<td>Basis of Price (Do Not √ More Than One of the Following Four Blocks)</td>
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<tr>
<td>Price $</td>
<td>Fixed Price</td>
<td>Annual Price</td>
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<tr>
<td>Not-to-Exceed Price</td>
<td>$178,250.48</td>
<td>√</td>
</tr>
</tbody>
</table>

CONSULTANT Contact Information

CONSULTANT: Dokken Engineering
Address: 110 Blue Ravine Road #200 Folsom, CA 95630
Telephone: 916-858-0642
Facsimile: 916-858-0643

CONSULTANT: County Department
Contact Information
Contract Administrator Terry Edwards
Address: 7 County Center Drive Oroville, CA 95965
Telephone: 530-538-7681
Facsimile: 530-538-7171

WHEREAS, COUNTY, through the COUNTY Department identified above, desires to have work described in the Attachment III - Scope of Work performed; and

WHEREAS, CONSULTANT possesses the necessary qualifications to perform the work described herein;

NOW THEREFORE BE IT AGREED between the parties to this Contract that this Contract is subject to the provisions contained in the following attachments, which are made a part of this Contract. Should there be any conflicts between this Contract and the attachments that are incorporated herein precedence shall first be given to the provisions of this Contract followed by the attachments, in descending order, as indicated below:

Attachment I – Terms and Conditions (including Exhibit “A”)
Attachment II – Insurance Requirements for Professional Services
Attachment VI – Professional Credentials
Attachment III – Scope of Work; Exhibit 10-H Cost Proposal

By signature below, the department head or his or her deputy certifies that no unauthorized alterations have been made to the Attachment I – “Terms and Conditions” and/or the Attachment II – “Insurance Requirements for Professional Services.”

Radley Ott
Typed or Printed Name Signature Date

This Contract and the above listed Attachments represent the entire undertaking between the parties.

COUNTY

By_________________________ Date_________________________ By_________________________ Date_________________________
Steve Lambert, Chair Board of Supervisors Richard Liptak P.E., President Dokken Engineering

CONSULTANT

REVIEWED FOR CONTRACT POLICY COMPLIANCE
Public Works Contracts Division

REVIEWED AS TO FORM
BRUCE S. ALPERT
BUTTE COUNTY COUNSEL

By_________________________ By_________________________
List any and all contracts that you have with COUNTY agencies. If none, you must stipulate "none." This cannot be left blank or omitted from the contract.

<table>
<thead>
<tr>
<th>Contract ID</th>
<th>Description</th>
<th>Expiration Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>X90203</td>
<td>E. Rio Bonito Bridge Replacement Sutter Butte Canal</td>
<td>Expires 09/30/2021</td>
</tr>
<tr>
<td>X90204</td>
<td>E. Rio Bonito Bridge Replacement Hamilton Slough</td>
<td>Expires 09/30/2021</td>
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<tr>
<td>X90209</td>
<td>On-Call ROW Services</td>
<td>Expires 10/11/2019</td>
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<tr>
<td>X90289</td>
<td>Centerville Road 2017 Storm Damage Consulting Services</td>
<td>Expires 01/23/2021</td>
</tr>
</tbody>
</table>
ATTACHMENT I
TERMS AND CONDITIONS

1. **Scope of Work.**

   The work to be undertaken is identified in the attached “Attachment III – Scope of Work” which is made a part of this Contract.

2. **Reimbursement.**

   The work shall be performed for the Fixed price, Annual price, Monthly price or Hourly rate as indicated above in the variable information table, but shall not exceed the Not-to-Exceed Price if included in the variable information table. Reasonable expenses if authorized and specified in addition to the Hourly Rate if both the Hourly Rate block and the block authorizing Reasonable Expenses are checked in the variable information table. Payment shall be made after the Contract Administrator or designee reviews and approves the work and after submittal of an invoice by the CONSULTANT. Expenses and or materials if stipulated shall be paid only upon prior approval and with receipts and only after review and authorization by the Contract Administrator.

**Allowable Costs and Payments (Article V)**

A. The method of payment for this contract will be based on actual cost plus a fixed fee. The COUNTY will reimburse CONSULTANT for actual costs (including labor costs, employee benefits, travel, equipment rental costs, overhead and other direct costs) incurred by the 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 contract amendment. In no event, will CONSULTANT be reimbursed for overhead costs at a rate that exceeds the COUNTY’s approved overhead rate set forth in the Cost Proposal. In the event, that the COUNTY determines that a change to the work from that specified in the Cost Proposal and contract is required, the contract time or actual costs reimbursable by the COUNTY shall be adjusted by contract amendment to accommodate the changed work. The maximum total cost as specified in Paragraph “H” shall not be exceeded, unless authorized by contract amendment.

B. In addition to the allowable incurred costs, the COUNTY will pay CONSULTANT a fixed fee of **$12,113.68.** The fixed fee is nonadjustable for the term of the contract, except in the event of a significant change in the scope of work and such adjustment is made by contract amendment.

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

D. 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.

E. 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, The COUNTY shall have the right to delay payment or terminate this Contract in accordance with the provisions of Article VI Termination (# 19 Terms and Conditions).

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

G. CONSULTANT will be reimbursed, as promptly as fiscal procedures will permit upon receipt by THE COUNTY’s Contract Administrator of itemized invoices in triplicate. Invoices shall be submitted no later than 45 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 contract number and project title. Final invoice must contain the final cost and all credits due THE COUNTY including any equipment purchased under the provisions of Article XI Equipment Purchase (# 31 of the Terms and Conditions) of this contract. The final invoice should be submitted within 60 calendar days after completion of
CONSULTANT’s work. Invoices shall be mailed to THE COUNTY’s Contract Administrator at the following address:

Butte County Public Works
Attention: Terry Edwards
7 County Center Drive
Oroville, CA 95965

H. The total amount payable by the COUNTY including the fixed fee shall not exceed $178,250.48.

I. Salary increases will be reimbursable if the new salary is within the salary range identified in the approved Cost Proposal and is approved by the COUNTY’s Contract Administrator.

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


The COUNTY Contract Administrator or designee for this undertaking who will receive payment invoices and answer questions related to the coordination of this undertaking is identified above in the variable information table.

4. Independent CONSULTANT.

CONSULTANT is an independent CONSULTANT, working under his/her own supervision and direction and is not a representative or employee of COUNTY nor is the CONSULTANT a partner or in any way directly affiliated with the COUNTY. CONSULTANT agrees to file tax returns, report compensation and pay all applicable taxes on amounts paid pursuant to this Contract.

5. Ownership of Data (Article XXVI).

CONSULTANT by execution of this contract acknowledges that this is a Work for Hire agreement and hereby grants ownership of all work performed by the CONSULTANT under this agreement to the COUNTY. The COUNTY shall retain the exclusive right of ownership to the work, products, inventions and confidential information produced in performance of this contract for the COUNTY by the CONSULTANT.

A. Upon completion of all work under this contract, ownership and title to all reports, documents, plans, specifications, and estimates produced as part of this contract will automatically be vested in the COUNTY; and no further agreement will be necessary to transfer ownership to the COUNTY. CONSULTANT shall furnish the COUNTY all necessary copies of data needed to complete the review and approval process.

B. It is understood and agreed that all calculations, drawings and specifications, whether in hard copy or machine-readable form, are intended for one-time use in the construction of the project for which this contract has been entered into.

C. Applicable patent rights provisions regarding rights to inventions shall be included in the contracts as appropriate (48 CFR 27, Subpart 27.3 - Patent Rights under Government Contracts for federal-aid contracts).

D. The COUNTY may permit copyrighting reports or other agreement products. If copyrights are permitted; the agreement shall provide that the FHWA shall have the royalty-free nonexclusive and irrevocable right to reproduce, publish, or otherwise use; and to authorize others to use, the work for government purposes.

6. Confidentiality (Article XXVIII).

The CONSULTANT shall comply as follows and in accordance with the required performance of this contract:
a. All applications, records, data or any information concerning any individual made or kept by any public office, officer or department obtained by the CONSULTANT in the performance of duties or as a consequence of performing said duties, shall be the confidential property of the COUNTY and shall not be communicated, transmitted, reproduced or in any other way conveyed to any person not directly a party to this contract, its terms and conditions in accordance with all applicable laws and regulations including but not limited to the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and any implications thereof including destruction of records or data as appropriate under compliance criteria.

b. No person will publish or disclose or permit or cause to be published or disclosed any data, facts, figures, list of persons or any other form of information obtained by the CONSULTANT in the performance of duties or as a consequence of performing said duties. No person shall publish, disclose, or use or permit, or cause to be published, disclosed or used any confidential information pertaining to any individual or group of individuals obtained by the CONSULTANT in the performance of duties or as a consequence of performing said duties.

c. CONSULTANT agrees to inform all employees, agents, associates and partners on the above provisions and that any person knowingly and intentionally violating the provisions of this clause is guilty of a misdemeanor. CONSULTANT shall bear equal responsibility for any violation of the provisions of this paragraph.

d. CONSULTANT agrees and understands that if confidential information concerning any individual made or kept by any public office, officer or department is obtained by the CONSULTANT and included on any memory device that may be housed in a computer, or other device (such as a “PDA”) may become subject to Federal HIPAA requirements and/or any state or local regulations that apply which could result in surrender of the hard drive, sanitization or the destruction thereof in accordance with Department of Defense (DoD) 5220.22-M standard and/or industry standards current to time of the release of the equipment which ever represents the greatest level of (permanent) information destruction. At the very least, at the end of this contract, CONSULTANT may be required to stipulate to the fact that no such files exist.

7. **Termination (Article VI).**

The COUNTY reserves the right to terminate this contract upon thirty (30) calendar days written notice to CONSULTANT with the reasons for termination stated in the notice.

8. **Indemnification.**

CONSULTANT agrees to accept responsibility for loss or damage to any person or entity, and to defend, indemnify, hold harmless and release the COUNTY, its officers, agents and employees from and against any and all actions, claims, damages, disabilities or expenses that may be asserted by any person or entity, including CONSULTANT, to the extent arising out of or in connection with the negligent acts or omissions or willful misconduct in the performance by CONSULTANT hereunder, whether or not there is concurrent negligence on the part of the COUNTY, but excluding liability due to the active negligence or willful misconduct of the COUNTY. This indemnification obligation is not limited in any way by any limitation on the amount or type of damages or compensation payable to or for CONSULTANT or its agents under worker’s compensation acts, disability benefit acts, or other employee benefits acts. CONSULTANT shall be liable to COUNTY for any loss of or damage to COUNTY property arising out of or in connection with CONSULTANT’s negligence or willful misconduct.

9. **Record Retention and Availability (Article VIII).**

For the purpose of determining compliance with Public Contract Code 10115, et seq. and Title 21, California Code of Regulations, Chapter 21, Section 2500 et seq., when applicable and other matters connected with the performance of the contract pursuant to Government Code 8546.7; CONSULTANT,
subconsultant, and the COUNTY shall maintain and make available for inspection all books, documents, papers, accounting records, and other evidence pertaining to the performance of the contract, including but not limited to, the costs of administering the contract. All parties shall make such materials available at their respective offices at all reasonable times during the contract period and for three years from the date of final payment under the contract. The state, State Auditor, the COUNTY, FHWA, or any duly authorized representative of the Federal Government shall have access to any books, records, and documents of CONSULTANT and its certified public accountants (CPA) work papers that are pertinent to the contract and indirect cost rates (ICR) for audit, examinations, excerpts, and transactions, and copies thereof shall be furnished if requested.

10. **Insurance Requirements (Article XXV).**

CONSULTANT shall procure and maintain for the duration of this Contract, insurance against claims for injuries to persons or damages to property which may arise from, or be in connection with the performance of the Work hereunder by CONSULTANT, CONSULTANT’s agents, representatives, employees and subconsultants. At the very least, CONSULTANT shall maintain the insurance coverage, limits of coverage, and other insurance requirements as described in Attachment II to this Contract.

11. **Changes to the Contract (Articles XIX).**

A. This contract may be amended or modified only by mutual written agreement of the parties.

B. CONSULTANT shall only commence work covered by an amendment after the amendment is executed and notification to proceed has been provided by the COUNTY’s Contract Administrator.

C. 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 contract without prior written approval by the COUNTY’s Contract Administrator.

12. **Representations and Warranties.**

CONSULTANT by execution represents the skill, knowledge, proficiency and expertise to perform as herein stipulated and warrants that the credentials presented herein Attachment VI are authentic, current and duly granted.

13. **CONSULTANT’s Standard of Care.**

COUNTY has relied upon the professional ability, experience, and credentials presented and represented by the CONSULTANT as a material inducement to enter into this Contract. CONSULTANT hereby warrants that all of CONSULTANT’s work will be performed in accordance with generally accepted and applicable professional practices and standards as well as the requirements of applicable Federal, State and local laws, it being understood that acceptance of CONSULTANT’s work by COUNTY shall not operate as a waiver or release. Where applicable, the CONSULTANT shall maintain the appropriate certification(s), license(s) or accreditation(s) through the life of this contract, as submitted and stipulated herein Attachment VI and make them available for audit upon request by the COUNTY.

14. **Termination for Exceeding Maximum Level of Expenditures.**

Contracts exceeding the monetary limits delegated to the Purchasing Agent, or authorized deputies, are not valid unless duly executed by the Chair of the Board of Supervisors. If this Contract was executed for the COUNTY of Butte by the Purchasing Agent, or authorized deputy, this Contract shall automatically terminate on the date that the provision of services or personal property or incurring of expenses, the cumulative total of which, exceeds the amount prescribed by Government Code Section 25502.5 for personal services contracts or the amount prescribed by Public Contract Code Section 22032 (b) for public works contracts.
15. **Termination for Exceeding Maximum Term.**

Contracts exceeding the three year term delegated to the Purchasing Agent, or authorized deputies, are not valid unless duly executed by the Chair of the Board of Supervisors. If this Contract was executed for the COUNTY of Butte by the Purchasing Agent, or authorized deputy, this Contract shall automatically terminate on the date that the term exceeds three years. Amendments to this Contract, or new Contracts for essentially the same purpose, shall not be valid beyond the three year limitation unless duly executed by the Chair of the Board of Supervisors.

16. **Compliance with Laws (Article XVI).**

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

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

C. The CONSULTANT shall comply with regulations relative to Title VI (nondiscrimination in federally-assisted programs of the Department of Transportation – Title 49 Code of Federal Regulations, Part 21 - Effectuation of Title VI of the 1964 Civil Rights Act). Title VI provides that the recipients of federal assistance will implement and maintain a policy of nondiscrimination in which no person in the state of California 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.

D. The CONSULTANT, with regard to the work performed by it during the Agreement shall act in accordance with Title VI. Specifically, the CONSULTANT shall not discriminate on the basis of race, color, national origin, religion, sex, age, or disability in the selection and retention of Subconsultants, including procurement of materials and leases of equipment. The CONSULTANT shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the U.S. DOT’s Regulations, including employment practices when the Agreement covers a program whose goal is employment.

17. **Applicable Law and Forum.**

This Contract shall be construed and interpreted according to California law and any action to enforce the terms of this Contract for the breach thereof shall be brought and tried in the Superior Court of the County of Butte.

18. **Consultant Performance and the Breach Thereof (Article VI).**

The COUNTY may terminate this contract with CONSULTANT should CONSULTANT fail to perform the covenants herein contained at the time and in the manner herein provided. In the event of such
termination, the COUNTY may proceed with the work in any manner deemed proper by the COUNTY. If the COUNTY terminates this contract with CONSULTANT, the COUNTY shall pay CONSULTANT the sum due to CONSULTANT under this contract prior to termination, unless the cost of completion to the COUNTY exceeds the funds remaining in the contract. In which case the overage shall be deducted from any sum due CONSULTANT under this contract and the balance, if any, shall be paid to CONSULTANT upon demand.

The maximum amount for which the COUNTY shall be liable if this contract is terminated is the sum due to CONSULTANT under this contract prior to termination, unless the cost of completion to the COUNTY exceeds the funds remaining in the contract, in which case, CONSULTANT shall be liable to COUNTY for the sum due to complete the project.

19. **Contradictions in Terms and Conditions.**

In the event of any contradictions in the terms and/or conditions of this Contract, these Attachment I TERMS AND CONDITIONS shall prevail.

20. **No Delegation or Assignment.**

Provider shall not delegate, transfer or assign its duties or rights under this Agreement, either in whole or in part, directly or indirectly, by acquisition, asset sale, merger, change of control, operation of law or otherwise, without the prior written consent of COUNTY and any prohibited delegation or assignment shall render the contract in breach. Upon consent to any delegation, transfer or assignment, the parties will enter into an amendment to reflect the transfer and successor to CONSULTANT. COUNTY will not be obligated to make payment under the Agreement until such time that the amendment is entered into.

21. **Conflict of Interest (Article XIII).**

CONSULTANT and CONSULTANT’S employees shall have no interest, direct or indirect, which will conflict in any manner or degree with the performance of services required under this contract.

A. CONSULTANT understands and will adhere to the COUNTY’s policy that no contracts shall knowingly be issued to any current COUNTY employee or his/her immediate family or to any former COUNTY employee or his/her immediate family until two years after separation from employment, without notifying the Director of the Department of Human Resources in writing:

   Director of Human Resources
   3 County Center Drive
   Oroville, CA 95966

B. CONSULTANT shall disclose any financial, business, or other relationship with the COUNTY that may have an impact upon the outcome of this contract, or any ensuing COUNTY construction project. CONSULTANT shall also list current clients who may have a financial interest in the outcome of this contract, or any ensuing COUNTY construction project, which will follow.

C. 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 contract.

D. CONSULTANT hereby certifies that neither CONSULTANT, nor any firm affiliated with CONSULTANT will bid on any construction contract, or on any contract to provide construction inspection for any construction project resulting from this contract. An affiliated firm is one, which is subject to the control of the same persons through joint-ownership, or otherwise.

E. Except for subconsultants whose services are limited to providing surveying or materials testing information, no subconsultant who has provided design services in connection with this contract shall be eligible to bid on any construction contract, or on any contract to provide construction inspection for any construction project resulting from this contract.
22. **Canon of Ethics.**

CONSULTANT by execution of this contract agrees to act in the best interest of and on behalf of the County of Butte and its constituents in all matters, honest, fair, prudent and diligent as dictated by reasonable standards of conduct for their profession.

23. **Severability.**

The terms and conditions of this contract shall remain in force and effect as a whole separate from and even if any part hereof the agreement is deemed to be invalidated.

24. **No Implied Waiver.**

In the event that the COUNTY at any point ignores or allows the CONSULTANT to break an obligation under the agreement, it does not mean that COUNTY waives its future rights to require the CONSULTANT to fulfill those obligations.

25. **Entirety of Agreement.**

This contract inclusive of all Attachments herein in stipulated and made part of the contract constitutes the entire agreement between these parties.

26. **Performance Period (ARTICLE IV).**

(A time must be set for beginning and ending the work under the contract. The time allowed for performing the work is specified; it should be reasonable for the kind and amount of services contemplated; and it is written into the contract. If it is desirable that Critical Path Method (CPM) networks, or other types of schedules be prepared by CONSULTANT, they should be identified and incorporated into the contract.

A. This contract shall go into effect on date identified on page 1 of this agreement in the variable information table, contingent upon approval by the COUNTY, and CONSULTANT shall commence work after notification to proceed by the COUNTY's Contract Administrator. The contract shall end on date identified on page 1 of this agreement in the variable information table, unless extended by contract amendment.

B. CONSULTANT is advised that any recommendation for contract award is not binding on the COUNTY until the contract is fully executed and approved by the COUNTY.

27. **Cost Principles and Administrative Requirements (Article VII)**

A. CONSULTANT agrees that the Contract Cost Principles and Procedures, 48 CFR, Federal Acquisition Regulations System, Chapter 1, Part 31.000 et seq., shall be used to determine the cost allowability of individual items.

B. CONSULTANT also agrees to comply with federal procedures in accordance with 2 CFR, Part 200, Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments.

C. Any costs for which payment has been made to CONSULTANT that are determined by subsequent audit to be unallowable under 2 CFR, Part 200 and 48 CFR, Federal Acquisition Regulations System, Chapter 1, Part 31.000 et seq., are subject to repayment by CONSULTANT to the COUNTY.

28. **Audit Review Procedures (Article IX).**

A. Any dispute concerning a question of fact arising under an interim or post audit of this contract that is not disposed of by agreement, shall be reviewed by the COUNTY’s Chief Financial Officer.
B. Not later than 30 days after issuance of the final audit report, CONSULTANT may request a review by the COUNTY’s Chief Financial Officer of unresolved audit issues. The request for review will be submitted in writing.

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

D. CONSULTANT and subconsultant contracts, including cost proposals and ICR, are subject to audits or reviews such as, but not limited to, a contract audit, an incurred cost audit, an ICR Audit, or a CPA ICR audit work paper review. If selected for audit or review, the contract, 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, state, or local government officials are allowed full access to the CPA’s work papers including making copies as necessary. The contract, cost proposal, and ICR shall be adjusted by CONSULTANT and approved by the COUNTY’s contract manager to conform to the audit or review recommendations. CONSULTANT agrees that individual terms of costs identified in the audit report shall be incorporated into the contract by this reference if directed by the COUNTY at its sole discretion. Refusal by CONSULTANT to incorporate audit or review recommendations, or to ensure that the federal, state or local governments have access to CPA work papers, will be considered a breach of contract terms and cause for termination of the contract and disallowance of prior reimbursed costs.

E. It being understood by the parties hereto that the COUNTY’s funding source herein may be COUNTY, State and/or Federal appropriation, and therefore CONSULTANT is responsible for administering the program as described herein, CONSULTANT agrees to accept responsibility for receiving, replying to and/or complying with an any audit of this project which may be deemed appropriate or required in compliance with COUNTY, State or Federal mandates and to reimburse the COUNTY for any liability upon the COUNTY for any discrepancy resultant from said audit exceptions or for any liability that result from a breach of contract terms, misrepresentation or inaccuracy.

29. **Subcontracting (Article X).**

A. Nothing contained in this contract or otherwise, shall create any contractual relation between the COUNTY and any subconsultant (s), and no subcontract shall relieve CONSULTANT of its responsibilities and obligations hereunder. CONSULTANT agrees to be as fully responsible to the COUNTY for the acts and omissions of its subconsultant (s) and of persons either directly or indirectly employed by any of them as it is for the acts and omissions of persons directly employed by CONSULTANT. CONSULTANT’s obligation to pay its subconsultant (s) is an independent obligation from the COUNTY’S obligation to make payments to the CONSULTANT.

B. CONSULTANT shall perform the work contemplated with resources available within its own organization and no portion of the work pertinent to this contract shall be subcontracted without written authorization by the COUNTY’s Contract Administrator, except that, which is expressly identified in the approved Cost Proposal.

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

D. All subcontracts entered into as a result of this contract shall contain all the provisions stipulated in this contract to be applicable to subconsultants.

E. Any substitution of subconsultant (s) must be approved in writing by the COUNTY’s Contract Administrator prior to the start of work by the subconsultant (s).

30. **Equipment Purchase (Article XI).**

A. Prior authorization in writing, by the COUNTY’s Contract Administrator shall be required before CONSULTANT enters into any unbudgeted purchase order, or subcontract exceeding $5,000 for
supplies, equipment, or CONSULTANT services. CONSULTANT shall provide an evaluation of the necessity or desirability of incurring such costs.

B. For purchase of any item, service or consulting work not covered in CONSULTANT’s Cost Proposal and exceeding $5,000 prior authorization by the COUNTY’s Contract Administrator; three competitive quotations must be submitted with the request, or the absence of bidding must be adequately justified.

C. Any equipment purchased as a result of this contract is subject to the following: “CONSULTANT shall maintain an inventory of all nonexpendable property. Nonexpendable property is defined as having a useful life of at least two years and an acquisition cost of $5,000 or more. If the purchased equipment needs replacement and is sold or traded in, the COUNTY shall receive a proper refund or credit at the conclusion of the contract, or if the contract is terminated, CONSULTANT may either keep the equipment and credit the COUNTY in an amount equal to its fair market value, or sell such equipment at the best price obtainable at a public or private sale, in accordance with established COUNTY procedures; and credit the COUNTY in an amount equal to the sales price. If 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 the COUNTY and CONSULTANT, if it is determined to sell the equipment, the terms and conditions of such sale must be approved in advance by the COUNTY.” 2 CFR, Part 200 requires a credit to Federal funds when participating equipment with a fair market value greater than $5,000 is credited to the project.

31. **State Prevailing Wage Rates (Article XII)**

A. CONSULTANT shall comply with the State of California’s General Prevailing Wage Rate requirements in accordance with California Labor Code, Section 1770, and all Federal, State, and local laws and ordinances applicable to the work.

B. Any subcontract entered into as a result of this contract, if for more than $25,000 for public works construction or more than $15,000 for the alteration, demolition, repair, or maintenance of public works, shall contain all of the provisions of this Article, unless the awarding agency has an approved labor compliance program by the Director of Industrial Relations.

C. When prevailing wages apply to the services described in the scope of work, transportation and subsistence costs shall be reimbursed at the minimum rates set by the Department of Industrial Relations (DIR) as outlined in the applicable Prevailing Wage Determination. See http://www.dir.ca.gov.

D. The State of California’s General Prevailing Wage Rates are not applicable to this contract.

**Note:** The Federal “Payment of Predetermined Minimum Wage” applies only to federal-aid construction contracts.

32. **Rebates, Kickbacks or Other Unlawful Consideration (Article XIV).**

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

33. **Prohibition of Expending County, State, or Federal Funds for Lobbying (Article XV)**

A. CONSULTANT certifies to the best of his or her knowledge and belief that:

1. No state, federal or COUNTY appropriated funds have been paid, or will be paid by-or-on behalf of CONSULTANT to any person for influencing or attempting to influence an officer or employee of any state or federal agency; a Member of the State Legislature or
United States Congress; an officer or employee of the Legislature or Congress; or any employee of a Member of the Legislature or Congress, in connection with the awarding of any state or federal contract; the making of any state or federal grant; the making of any state or federal loan; the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any state or federal contract, grant, loan, or cooperative agreement.

2. If any funds other than federal appropriated funds have been paid, or will be paid to any person for influencing or attempting to influence an officer or employee of any federal agency; a Member of Congress; an officer or employee of Congress, or an employee of a Member of Congress; in connection with this federal contract, grant, loan, or cooperative agreement; CONSULTANT shall complete and submit Standard Form-LLL, “Disclosure Form to Report Lobbying”, in accordance with its instructions.

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

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

34. **Debarment and Suspension Certification (Article XVII).**

A. CONSULTANT’s signature affixed herein, shall constitute a certification under penalty of perjury under the laws of the State of California, that CONSULTANT has complied with Title 2 CFR, Part 180, “OMB Guidelines to Agencies on Government wide Debarment and Suspension (nonprocurement)”, which certifies that he/she or any person associated therewith in the capacity of owner, partner, director, officer, or manager, is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any federal agency; has not been suspended, debarred, voluntarily excluded, or determined ineligible by any federal agency within the past three (3) years; does not have a proposed debarment pending; and has not been indicted, convicted, or had a civil judgment rendered against it by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past three (3) years. Any exceptions to this certification must be disclosed to the COUNTY.

B. Exceptions will not necessarily result in denial of recommendation for award, but will be considered in determining CONSULTANT responsibility. Disclosures must indicate to whom exceptions apply, initiating agency, and dates of action.

C. Exceptions to the Federal Government Excluded Parties List System maintained by the General Services Administration are to be determined by the Federal highway Administration.

35. **Funding Requirements (Article XVIII).**

A. It is mutually understood between the parties that this contract 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 contract were executed after that determination was made.

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

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

D. The COUNTY has the option to void the contract under the 30-day termination clause pursuant to Article VI, or by mutual agreement to amend the contract to reflect any reduction of funds.

36. **Disadvantaged Business Enterprises (Dbe) Participation (Article XX).**
A. This contract is subject to 49 CFR, Part 26 entitled “Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs”. CONSULTANTs who obtain DBE participation on this contract will assist Caltrans in meeting its federally mandated statewide overall DBE goal.

B. The goal for DBE participation for this contract is zero (%). Participation by DBE CONSULTANT or subconsultants shall be in accordance with information contained in the CONSULTANT Proposal DBE Commitment (Exhibit 10-O1), or in the CONSULTANT Contract DBE Information (Exhibit 10-O2) attached hereto and incorporated as part of the Contract. 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.

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

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

E. A DBE firm may be terminated only with prior written approval from the COUNTY and only for the reasons specified in 49 CFR 26.53(f). Prior to requesting the COUNTY consent for the termination, CONSULTANT must meet the procedural requirements specified in 49 CFR 26.53(f).

F. A DBE performs a Commercially Useful Function (CUF) when it is responsible for execution of the work of the contract and is carrying out its responsibilities by actually performing, managing, and supervising the work involved. To perform a CUF, the DBE must also be responsible with respect to materials and supplies used on the contract, for negotiating price, determining quality and quantity, ordering the material, and installing (where applicable) and paying for the material itself. To determine whether a DBE is performing a CUF, evaluate the amount of work subcontracted, industry practices, whether the amount the firm is to be paid under the contract is commensurate with the work it is actually performing, and other relevant factors.

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

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

I. 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.

J. Upon completion of the Contract, a summary of these records shall be prepared and submitted on the form entitled, “Final Report-Utilization of Disadvantaged Business Enterprise (DBE), First-Tier Subconsultant s” CEM-2402F [Exhibit 17-F, of the LAPM], 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 Subconsultant s” is submitted to the Contract Administrator.
K. If a DBE subconsultant is decertified during the life of the contract, 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 Contract, the subconsultant shall notify CONSULTANT in writing with the date of certification. Any changes should be reported to the COUNTY’S Contract Administrator within 30 days.

37. **Contingent Fee (Article XXI)**

CONSULTANT warrants, by execution of this contract that no person or selling agency has been employed, or retained, to solicit or secure this contract 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, the COUNTY has the right to annul this contract without liability; pay only for the value of the work actually performed, or in its discretion to deduct from the contract price or consideration, or otherwise recover the full amount of such commission, percentage, brokerage, or contingent fee.

38. **Disputes (Article XXII)**

A. Not later than 30 days after completion of all deliverables necessary to complete the plans, specifications and estimate, CONSULTANT may request review by the COUNTY’s Governing Board of unresolved claims or disputes, other than audit. The request for review will be submitted in writing.

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

C. This article does not apply to disputes or claims made by contractor(s) with regard to the project and is not intended to affect CONSULTANT’s Errors and Omissions coverage.

39. **Inspection Of Work (Article XXIII)**

CONSULTANT and any subconsultant shall permit the COUNTY, the state, and the FHWA if federal participating funds are used in this contract; to review and inspect the project activities and files at all reasonable times during the performance period of this contract including review and inspection on a daily basis.

40. **Safety (Article XXIV)**

A. CONSULTANT shall comply with OSHA regulations applicable to CONSULTANT regarding necessary safety equipment or procedures. CONSULTANT shall comply with safety instructions issued by the COUNTY’s 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.

B. Pursuant to the authority contained in Section 591 of the Vehicle Code, the 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.

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

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

41. **Claims Filed By the COUNTY’s Construction Consultant (Article XXVII)**

If claims are filed by the COUNTY’s construction consultant 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 the COUNTY’s construction contract administration and legal staff and for testimony, if necessary, at depositions and at trial or arbitration proceedings.

CONSULTANT’s personnel that the COUNTY considers essential to assist in defending against construction consultant claims will be made available on reasonable notice from the COUNTY.

42. National Labor Relations Board Certification (XXIX)

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

43. Evaluation of CONSULTANT (XXX).

CONSULTANT’s performance will be evaluated by the COUNTY. A copy of the evaluation will be sent to CONSULTANT for comments. The evaluation together with the comments shall be retained as part of the contract record.

44. Retention of Funds (XXXI).

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

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

45. Notification (Article XXXII)

All notices hereunder and communications regarding interpretation of the terms of this contract and changes thereto, shall be effected by the mailing thereof by mail and addressed to contact information identified on page 1 of this agreement in the variable information table.
ATTACHMENT II
INSURANCE REQUIREMENTS FOR PROFESSIONAL SERVICES

*Please provide a copy of Attachment II to your insurance agent.

Consultant shall procure and maintain for the duration of this contract, insurance against claims for injuries to persons or damages to property that may arise from or be in connection with the performance of the work hereunder by Consultant, Consultant’s agents, representatives, employees and subconsultants. Before the commencement of work Consultant shall submit Certificates of Insurance and Endorsements evidencing that Consultant has obtained the following forms of coverage:

A. MINIMUM SCOPE AND LIMITS OF INSURANCE - Coverage shall be at least as broad as:

1) Commercial General Liability (CGL): Insurance Services Office (ISO) Form CG 00 01 covering CGL on an “occurrence” basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than $1,000,000 per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit.

2) Automobile Liability: ISO Form Number CA 00 01 covering any auto (Code 1), or if Consultant has no owned autos, covering hired (Code 8) and non-owned autos (Code 9), with limits no less than $1,000,000 per accident for bodily injury and property damage.

3) Workers’ Compensation Insurance: As required by the State of California with Statutory Limits and Employer’s Liability Insurance with limits of no less than $1,000,000 per accident for bodily injury and disease. (Not required if Consultant provides written verification he or she has no employees.)

4) Professional Liability (Errors and Omissions): Insurance appropriate to Consultant’s profession, with limits no less than $1,000,000 per occurrence or claim, $2,000,000 aggregate.

If Consultant maintains broader coverage and/or higher limits than the minimums shown above, the County requires and shall be entitled to the broader coverage and/or higher limits maintained by Consultant. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the County.

B. OTHER INSURANCE PROVISIONS - The insurance policies are to contain, or be endorsed to contain, the following provisions:

1) The County of Butte, its officers, officials, employees and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or at the direction of the Consultant, including materials, parts or equipment furnished in connection with such work or operations. General Liability coverage can be provided in the form of an endorsement to Consultant’s insurance (at least as broad as ISO Form CG 20 10 11 85 or both CG 20 10, CG 20 26, CG 20 33, or CG 20 38 and CG 20 37 forms if later revisions used).

2) For any claims related to this contract, Consultants insurance coverage shall be primary insurance coverage at least as broad as ISO Form CG 20 01 04 13 as respects the County, its officers, officials, employees and volunteers. Any insurance or self-insurance maintained by the County, its officers, officials, employees and volunteers shall be excess of Consultants insurance and shall not contribute with it.

3) Each insurance policy required above shall state that coverage shall not be canceled, except with notice to the County.
C. WAIVER OF SUBROGATION: Consultant hereby grants to County a waiver of any right to subrogation which any insurer of said Consultant may acquire against the County by virtue of the payment of any loss under such insurance. Consultant agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the County has received a waiver of subrogation endorsement from the insurer.

The Workers’ Compensation policy shall be endorsed with a waiver of subrogation in favor of the County for all work performed by the Consultant, its employees, agents and subconsultants.

D. SELF-INSURED RETENTIONS: Self-insured retentions must be declared to and approved by the County. The County may require Consultant to purchase coverage with a lower retention or provide proof of ability to pay losses and related investigations, claim administration and defense expenses within the retention. The policy language shall provide, or be endorsed to provide, that the self-insured retention may be satisfied by either the named insured or County.

E. ACCEPTABILITY OF INSURERS: Insurance is to be placed with insurers authorized to conduct business in the state with a current A.M. Best’s rating of no less than A:VII, unless otherwise acceptable to the County.

F. VERIFICATION OF COVERAGE: Consultant shall furnish County with original certificates of insurance including all required amendatory endorsements (or copies of the applicable policy language affecting coverage required by this clause) and a copy of the Declarations and Endorsement Page of the CGL policy listing all policy endorsements before work begins. However, failure to obtain the required documents prior to the work beginning shall not waive the Consultant’s obligation to provide them. The County reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

G. SPECIAL RISKS OR CIRCUMSTANCES: County reserves the right to modify these requirements including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

H. SUBCONSULTANTS: Consultant shall include all subconsultants as insured under its policies or require all subconsultants to be insured under their own policies. If subconsultants are insured under their own policies, they shall be subject to all the requirements stated herein, including providing the County certificates of insurance and endorsements before beginning work under this contract.

I. CLAIMS MADE POLICIES: If any of the required policies provide coverage on a claims-made basis:

1) The Retroactive Date must be shown, and must be before the date of the contract or the beginning of contract work.

2) Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of the contract of work.

3) If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a Retroactive Date prior to the contract effective date, the Consultant must purchase “extended reporting” coverage for a minimum of five (5) years after completion of contract work.

4) A copy of the claims reporting requirements must be submitted to the County for review.
ATTACHMENT VI

PROFESSIONAL CREDENTIALS

The CONTRACTOR herein presents the required and essential credentials for performance of this contract and warrants them to be authentic, current and duly granted.

DOKKEN ENGINEERING
Registered California Corporation: CA Secretary of State Entity Number: C1534259
Dept. of Industrial Relations Public Works Contractor (PWC) Registration #100004294

Jamie Formico, SR/WA, R/W-NAC, R/W-RAC
Right of Way Project Manager, Acquisition and Relocation Specialist
California Licensed Real Estate Broker #01445531
California Licensed Notary Public, Commission Number 2145290
International Right of Way Association (IRWA) – Sr. Right of Way Agent Designation (SR/WA), Relocation Certification (R/W-RAC), Negotiations Certification (R/W-NAC)

Vanessa Cothran, SR/WA, Right of Way Agent
California Licensed Real Estate Salesperson #01788740
California Licensed Notary Public, Commission Number 2149408
International Right of Way Association (IRWA) – Sr. Right of Way Agent Designation (SR/WA)

Jason Andrews, SR/WA, Right of Way Agent
CA Licensed Real Estate Salesperson # 01722818
CA Licensed Notary Public, Commission Number 2192651
International Right of Way Association (IRWA) – Sr. Right of Way Agent Designation (SR/WA)
ATTACHMENT III
Scope of Work

Unless indicated otherwise herein, the CONSULTANT shall furnish all labor, materials, transportation, supervision and management and pay all taxes required to complete the project described below:

Duties and obligations of the CONSULTANT:

PROJECT UNDERSTANDING

The purpose of the Las Plumas Avenue and Lincoln Boulevard SRTS Project is to install bike lanes, sidewalks, pedestrian crossing safety enhancements, and driver feedback signs along Las Plumas Avenue and Lincoln Boulevard. The proposed improvements would increase pedestrian safety by separating pedestrians/bicyclists from vehicular traffic. The project involves the appraisal and appraisal review of seven parcels, the waiver valuation of 24 parcels, appraisal summary statements, and acquisition of right of way from approximately 31 separate properties/property owners. The project area is comprised of primarily residential properties, three elementary schools, one high school, and multiple vacant parcels.
PROJECT MANAGEMENT AND COORDINATION SERVICES

Prior to the initial planning of the right of way task assignments, the funding source for the project will be determined. Once funding sources are determined, a schedule will be generated as the funding source sets the platform for all right of way efforts. To eliminate any unforeseen issues, Consultant’s team works closely with Caltrans or applicable funding sources to ensure all changes regarding certification, documentation, and procedures are implemented. By coordinating our efforts with Caltrans, Consultant ensures that all the current documentation and procedures are used for all right of way efforts for local public agency projects.

Consultant will do the following task:

- Attain title reports, maps (engineering plans), plat maps and legal descriptions;
- Review title reports and implement solutions for items that may affect title or cause a delay in escrow;
- Provide all gathered information to the appraiser and attain a detailed timeline to complete the assigned task;
- Monitor progress and provide any additional information to the designated appraiser;
- Review all reports supplied by the appraiser for quality assurance;
- Provide draft reports to the review appraiser for final review and recommendations;
- Prepare draft acquisition documentation for Countys review and approval;
- Provide final appraisal report, appraisal review, and acquisition documentation to the County for final review;
- Prepare staff reports for approval of just compensation;
- Make offers in person to each property owner;
- Attain executed acquisition documentation from each affected property owner;
- Provide possession documentation in lieu of purchase contracts;
- Supply condemnation support, if required;
- Deliver fully executed documentation to escrow/title officers to close escrow and provide title insurance;
- Coordinate the close of escrow and provide original copies of acquisition files to the County;
- Provide the County with original acquisition files.

Consultant will be available to attend meetings as the County determines is necessary. Project meetings to discuss the project schedule and to address challenges as they arise will be recommended. Consultant will provide a project tracking table with milestone dates to the County on a bi-weekly basis.

“No Surprises” Communication with our Clients — Consultant shall maintain constant communication with the County. Emerging issues are brought to the County’s attention, along with proposed solutions. Additionally, Consultant shall maintain communication with our subconsultants in order to keep everyone up to date and on schedule.

Clear, Concise, and Complete Reporting — Consultant shall provide both weekly and monthly progress reports that include accomplished tasks, upcoming tasks, pending issues, and scheduled completion target dates. Consultant will coordinate and facilitate regular progress and team meetings and prepare all exhibits and handouts.

Project Schedule Monitoring — Each of Consultant’s projects is guided by a project baseline schedule, clear milestones, major activities, and deliverables at a level of detail appropriate to the project. The schedule drives the project, not the reverse.

Budget Control — The key to preserving budgets is to start on time, get it right, and meet submittal deadlines. Consultant shall utilizes the same staff from beginning to end. This eliminates inefficient orientation time and repeated site visits for new team members.
PROJECT SCHEDULE

Consultant’s schedule demonstrates our unique understanding of delivering a Right of Way project. The schedule is based on the following considerations that demonstrate our technical ability:

- Seven (7) months is needed to complete the right of way process and comply with local, Caltrans, and Federal procedures and policies. This represents the critical path for the overall project, with our schedule being completed in seven months.
- The schedule includes all necessary right of way tasks to complete the right of way process. Consultant will immediately begin the appraisal process upon receipt of the notice to proceed, preliminary title reports, and legal descriptions and plat maps.
- Consultant will begin to prepare offer packages concurrently with the appraisal process to facilitate offers made upon approval of the appraisals.

This schedule is completely feasible, and we have the staffing capability available to deliver it.

PROJECT TASKS

Provided below is summary of the scope of services and deliverables Consultant will provide, as required, for each task assigned.

TASK 1. APPRAISAL PROCESS – Appraisals will be completed for affected parcels by licensed General Real Estate Appraisers. Notice of intent to appraise letters along with acquisition policy brochures will be provided to all impacted property owners. Appraisals will be arranged so that the property owner may accompany the appraiser during the inspection of the property. This allows the property owner the opportunity to provide additional information to the appraiser.

All appraisals will be prepared by an appraiser licensed with the State of California and will comply with all laws applicable to the specific appraisal and the Uniform Standards of Professional Appraisal Practice 49 CFR 24.2(a)(3). Appraisals will include a summary and a complete analysis for all valuation conclusions. Documentation obtained during the inspection, such as pictures, will be included in each report. Title information pertaining to ownership, drawings, and information relative to the parcel will be reviewed by the appraiser.

It has been determined that 7 parcels (parcel numbers 1, 19, 20, 25, 28, 29 and 30 on attached list) will require full appraisals.

⇒ Deliverables: Appraisals Reports, Appraisal Summary Statements

Task 1.1 Waiver Valuations

It has been determined that 24 parcels will qualify for waiver valuations. All the parcels with temporary construction impacts are included in these parcels. Two parcels 21 and 26 do involve fee acquisition although they fall within the parameters of a waiver valuation in lieu of appraisal. If the County determines that full appraisal reports are required for parcels 21 and 26 adjustments to cost and scope will be completed.

⇒ Deliverables: Waiver Valuations in lieu of appraisals

TASK 2. OBTAIN APPRAISAL REVIEW CERTIFICATES – Appraisal Reviews will be completed by a Certified General Real Estate Appraiser for 7 reports. Upon acceptance and approval of the property appraisals, an independent appraisal review will be completed by Consultant’s subconsultant. The review includes inspecting sales to determine comparability, reviewing appraisal for conformance to Uniform Standards of
Professional Appraisal Practice, reviewing “highest and best use” conclusions, examining valuation methods, analyzing exhibts, checking mathematical calculations, and preparing a narrative report that describes the review process and sets forth the reasoning behind the review. An appraisal review is recommended to ensure that the appraisal is based on sound appraisal theory, contains appropriate documentation to support the appraisers’ conclusions and complies with regulatory codes. A recommendation of just compensation is then made based on the reviewed, collected, assembled, correlated, and analyzed data.


⇒ **Deliverables: Appraisal Review Reports**

**TASK 3. APPRAISAL SUMMARY STATEMENT** – Consultant will complete a Summary Statement Relating to the Purchase of Real Property or an Interest Therein (Caltrans Exhibit 8-EX-16) for each property. This document will be delivered to property owners with the offer package during the initial meeting.

⇒ **Deliverables: Summary Statement Relating to the Purchase of Real Property or an Interest Therein (Caltrans Exhibit 8-EX-16)**

**TASK 4. NEGOTIATE FOR RIGHT OF WAY** – All “Good Faith Negotiations” will be completed by Consultant’s Right of Way Team. After completion of the appraisal process and just compensation determination, Consultant will prepare the offer package and meet with all owners in person to present and explain the offer package details. The offer package will include the offer letter, written summary of just compensation with supporting appraisal information, property owner exhibit showing property map with right of way take locations, Title VI information, “Your Property – Your Transportation Project” booklet. Consultant will negotiate with the property owner to arrive at a mutually agreeable settlement and prepare necessary purchase agreements such as Grant Deeds, Easement Deeds, and Temporary Construction Easement Deeds. Consultant will negotiate with the property owner to arrive at a mutually agreeable settlement and prepare necessary purchase agreements such as Grant Deeds, Easement Deeds, and Temporary Construction Easement Deeds. Consultant will negotiate with the property owner to arrive at a mutually agreeable settlement and prepare necessary purchase agreements such as Grant Deeds, Easement Deeds, and Temporary Construction Easement Deeds. Consultant will obtain receipt of delivery of offer and/or present secure tenant information statements, as applicable, during the initial meeting.

Consultant will work closely with the County to aid in the recommendation of the appropriate course of action with regard to the various acquisitions with property owners requesting additional compensation and/or services beyond the initial offer package. Recommended settlement packages with justifications and impasse letters will be provided to the County for review. Working with the property owners to agreeable terms will be Consultant’s focus. There may be situations where condemnation is unavoidable, such as clouds in the title. In the event the County will need to attain property through the condemnation process, Consultant will assist in the preparation of all necessary condemnation reports, letters, and packages.

Additionally, Consultant will attend, at the request of the County, any Public Community Meetings regarding the project.

Consultant’s Right of Way Agents hold California Real Estate Salesperson’s Licenses and are working under the direct supervision of a California Real Estate Licensed Broker.

⇒ **Deliverables: Right of Way Agreements, Grant and Easements Deeds, Administrative Settlements, Diaries, Written Summary of Acquisitions, Impasse Letters**
Task 4.1 Project Tracking Table – Jamie Formico will maintain the project tracking table and ensure that it is sent to the County on the regularly requested schedule. As a component of effective project management and in an effort to keep the project on schedule and the County current with acquisition data, a project tracking table will be created. This table will outline milestones and supply completion dates, comments and any additional information the County may request.

➤ Deliverables: Project Tracking Table

Task 4.2 Caltrans Right of Way Certification/Project Close-Out – Consultant will coordinate with the County and supply all required documentation for the right of way certification. Consultant will review all acquisition documents for proper and complete execution, including formal acceptance. The original acquisition file for each affected parcel will be provided to the County upon completion of the project. Each acquisition file will contain property information, diary report, written correspondence, just compensation documentation, appraisal(s), offer package, negotiations, title documentation, copies of recorded documents, and all applicable documentation.

➤ Deliverables: Right of Way Certification Documentation, Original Acquisition Files

Consultant Compensation:

Contractor shall be compensated on a time and materials basis according to EXHIBIT 10-H- COST PROPOSAL attached to this document, for a total not to exceed contract price of $178,250.48.

Duties and obligations of the COUNTY:

The County shall provide general project oversight and liaison between the Contractor, Caltrans, and other Local, State and Federal agencies.

The County shall obtain right of entry into private property as necessary.

The County shall provide the Contractor with existing data, maps, drawings, plats and descriptions, specifications or other information that the Contractor will need to perform his/her duties.

The County shall review and comment on all Draft submittals prepared by Contractor.

The County shall distribute final documents to appropriate responsible agencies.

The County shall open escrows and provide preliminary title reports for use by the Contractor.

The County shall provide schedules or set up meetings or respond to presentation of information promptly.

The County shall pay upon provision as herein stipulated and after presentation of appropriate receipts and/or invoice.
## Cost Proposal (Exhibit 10-H)

### Las Plumas Ave & Lincoln Blvd SRTS Project
**County of Butte Department of Public Works**

**CONSULTANT:** DOKKEN ENGINEERING  
**DATE:** April 10, 2018

### DIRECT LABOR

<table>
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<tr>
<th>Classification/Title</th>
<th>Name</th>
<th>Hours</th>
<th>Range</th>
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<tr>
<td>Right of Way Manager</td>
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**Subtotal Direct Labor Costs** $45,712.00

**TOTAL DIRECT LABOR COSTS** $45,712.00

### FRINGE BENEFITS

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<th>Fringe Benefit</th>
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**TOTAL FRINGE BENEFITS** $38,855.20

### INDIRECT COSTS

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<td>Overhead</td>
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**TOTAL INDIRECT COSTS** $36,569.60

### FIXED FEE (Profit)

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**TOTAL PROFIT** $12,113.68

### OTHER DIRECT COSTS (ACTUAL COSTS)

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**TOTAL OTHER DIRECT COSTS** $45,000.00

### SUBCONSULTANTS

- None

**TOTAL SUBCONSULTANTS** $ -

**TOTAL COST NOT-TO-EXCEED** $178,250.48