

BOS Agreement No. \_\_\_\_\_

DOT Agreement No. 110102

**COUNTY OF MENDOCINO  
AGREEMENT FOR ENGINEERING CONSULTANT SERVICES  
DAVIS CREEK BRIDGE REPLACEMENT ON EAST HILL ROAD**

This Agreement, dated as of \_\_\_\_\_ 2012, is by and between the COUNTY OF MENDOCINO, hereinafter referred to as "COUNTY," and Drake Haglan and Associates, 11060 White Rock Road, Suite 200, Rancho Cordova, CA 95670, hereinafter referred to as "CONSULTANT."

**WITNESSETH**

WHEREAS, pursuant to Government Code Section 31000, COUNTY may retain independent contractors to perform special services to or for COUNTY or any department thereof; and

1. WHEREAS, COUNTY desires to obtain consulting services in completing all studies and tasks — including but not limited to — environmental studies and clearances, traffic engineering studies and analyses, surveying, civil, hydraulic and structural engineering and design work required to support completion of a construction-ready Plans, Specifications and Estimate (PS&E) package for the replacement of Davis Creek Bridge on East Hill Road; and,

WHEREAS, CONSULTANT is willing to provide such services on the terms and conditions set forth in this AGREEMENT and is willing to provide same to COUNTY.

NOW, THEREFORE it is agreed that COUNTY does hereby retain CONSULTANT to provide the services described in Exhibit "A", and CONSULTANT accepts such engagement, on the General Terms and Conditions hereinafter specified in this Agreement, the Additional Provisions attached hereto, and the following described exhibits, all of which are incorporated into this Agreement by this reference:

Exhibit A	Definition of Services
Exhibit B	Payment Terms
Exhibit C	Insurance Requirements
Exhibit D	Disadvantaged Business Enterprise Information

The term of this Agreement shall be from January 31, 2012 through December 31, 2014.

The contract amount payable to CONSULTANT hereunder Phase 1 work shall not exceed two hundred ninety nine thousand nine hundred dollars (\$299,200) which is authorized with execution of this AGREEMENT. Phase 2 work, in an amount to be confirmed based on Phase 1 identified project needs; anticipates additional costs (\$244,300 - projected) to be approved by the grant funding agency - the Federal Highway Administration (FHWA). Therefore it is expected this contract will be modified by future amendments to not exceed five hundred forty three thousand five hundred dollars (\$543,500) for the term of this Agreement.



## **GENERAL TERMS AND CONDITIONS**

1. **INDEPENDENT CONSULTANT:** No relationship of employer and employee is created by this Agreement; it being understood and agreed that CONSULTANT is an Independent CONSULTANT. CONSULTANT is not the agent or employee of the COUNTY in any capacity whatsoever, and COUNTY shall not be liable for any acts or omissions by CONSULTANT nor for any obligations or liabilities incurred by CONSULTANT.

CONSULTANT shall have no claim under this Agreement or otherwise, for seniority, vacation time, vacation pay, sick leave, personal time off, overtime, health insurance medical care, hospital care, retirement benefits, social security, disability, Workers' Compensation, or unemployment insurance benefits, civil service protection, or employee benefits of any kind.

CONSULTANT shall be solely liable for and obligated to pay directly all applicable payroll taxes (including federal and state income taxes) or contributions for unemployment insurance or old age pensions or annuities which are imposed by any governmental entity in connection with the labor used or which are measured by wages, salaries or other remuneration paid to its officers, agents or employees and agrees to indemnify and hold County harmless from any and all liability which COUNTY may incur because of CONSULTANT's failure to pay such amounts.

In carrying out the work contemplated herein, CONSULTANT shall comply with all applicable federal and state workers' compensation and liability laws and regulations with respect to the officers, agents and/or employees conducting and participating in the work; and agrees that such officers, agents, and/or employees will be considered as Independent Consultants and shall not be treated or considered in any way as officers, agents and/or employees of COUNTY.

CONSULTANT does, by this Agreement, agree to perform his/her said work and functions at all times in strict accordance with all applicable federal, state and County laws, including but not limited to prevailing wage laws, ordinances, regulations, titles, departmental procedures and currently approved methods and practices in his/her field and that the sole interest of COUNTY is to ensure that said service shall be performed and rendered in a competent, efficient, timely and satisfactory manner and in accordance with the standards required by the County agency concerned.

Notwithstanding the foregoing, if the COUNTY determines that pursuant to state and federal law CONSULTANT is an employee for purposes of income tax withholding, COUNTY may upon two (2) week's written notice to CONSULTANT, withhold from payments to CONSULTANT hereunder federal and state income taxes and pay said sums to the federal and state governments.

2. **INDEMNIFICATION:** CONSULTANT shall indemnify, defend, and hold harmless the COUNTY, its officers, agents, and employees, from and against any and all claims, liabilities, and losses whatsoever including damages to property and injuries to, or death of persons, reasonable attorney's fees, expert fees and court costs occurring or resulting, or alleged to be occurring or resulting, to any and all persons, firms or

corporations furnishing or supplying work, services, materials, or supplies in connections with the CONSULTANT'S performance or its obligations under this AGREEMENT, and from any and all claims, liabilities, and losses occurring or resulting, or alleged to be occurring or resulting, to any person, firm, or corporation for damage, injury, or death arising out of or connected with the CONSULTANT'S performance of its obligations under this AGREEMENT, unless such claims, liabilities, or losses arise out of the sole negligence or willful misconduct of COUNTY. "CONSULTANT'S performance" includes CONSULTANT'S action or inaction and the action or inaction of CONSULTANT'S officers, employees, agents and subconsultants.

3. INSURANCE AND BOND: CONSULTANT shall at all times during the term of the Agreement with the COUNTY maintain in force those insurance policies and bonds as designated in the attached Exhibit C, and will comply with all those requirements as stated therein.
4. WORKERS' COMPENSATION: CONSULTANT shall provide Workers' Compensation insurance, as applicable, at CONSULTANT's own cost and expense and further, neither the CONSULTANT nor its carrier shall be entitled to recover from COUNTY any costs, settlements, or expenses of Workers' Compensation claims arising out of this Agreement.
5. CONFORMITY WITH LAW AND SAFETY:
  - a. In performing services under this Agreement, CONSULTANT shall observe and comply with all applicable laws, ordinances, codes and regulations of governmental agencies, including federal, state, municipal, and local governing bodies, having jurisdiction over the scope of services, including all applicable provisions of the California Occupational Safety and Health Act. CONSULTANT shall indemnify and hold COUNTY harmless from any and all liability, fines, penalties and consequences from any of CONSULTANT's failures to comply with such laws, ordinances, codes and regulations.
  - b. Accidents: If a death, serious personal injury or substantial property damage occurs in connection with CONSULTANT's performance of this Agreement, CONSULTANT shall immediately notify Mendocino County Risk Manager's Office by telephone. CONSULTANT shall promptly submit to COUNTY a written report, in such form as may be required by COUNTY of all accidents which occur in connection with this Agreement. This report must include the following information: (1) name and address of the injured or deceased person(s); (2) name and address of CONSULTANT's subconsultants, if any; (3) name and address of CONSULTANT's liability insurance carrier; and (4) a detailed description of the accident and whether any of COUNTY's equipment, tools, material, or staff were involved.
  - c. CONSULTANT further agrees to take all reasonable steps to preserve all physical evidence and information which may be relevant to the circumstances surrounding a potential claim, while maintaining public safety, and to grant to the COUNTY the opportunity to review and inspect such evidence, including the scene of the accident.
6. PAYMENT: For services performed in accordance with this Agreement, payment shall be made to CONSULTANT as provided in Exhibit "B" hereto as funding permits.

7. TAXES: Payment of all applicable federal, state, and local taxes shall be the sole responsibility of the CONSULTANT.
8. OWNERSHIP OF DOCUMENTS: CONSULTANT hereby agrees to provide to a private, not-for-profit, successor and if there is none then assigns the COUNTY and its assignees all copyright and other use rights in any and all proposals, plans, specification, designs, drawings, sketches, renderings, models, reports and related documents (including computerized or electronic copies) respecting in any way the subject matter of this Agreement, whether prepared by the COUNTY, the CONSULTANT, the CONSULTANT's subconsultants or third parties at the request of the CONSULTANT (collectively, "Documents and Materials"). This explicitly includes the electronic copies of all above stated documentation.

CONSULTANT shall be permitted to retain copies, including reproducible copies and computerized copies, of said Documents and Materials. CONSULTANT agrees to take such further steps as may be reasonably requested by COUNTY to implement the aforesaid assignment. If for any reason said assignment is not effective, CONSULTANT hereby grants the COUNTY and any assignee of the COUNTY an express royalty – free license to retain and use said Documents and Materials. The COUNTY's rights under this paragraph shall apply regardless of the degree of completion of the Documents and Materials and whether or not CONSULTANT's services as set forth in Exhibit "A" of this Agreement have been fully performed or paid for.

CONSULTANT shall pay all royalties and license fees which may be due for any patented or copyrighted materials, methods or systems selected by the CONSULTANT and incorporated into the work as set forth in Exhibit "A", and shall defend, indemnify and hold the COUNTY harmless from any claims for infringement of patent or copyright arising out of such selection.

The COUNTY's rights under this Paragraph 8 shall not extend to any computer software used to create such Documents and Materials.

9. CONFLICT OF INTEREST: The CONSULTANT covenants that it presently has no interest, and shall not have any interest, direct or indirect, which would conflict in any manner with the performance of services required under this Agreement.
10. NOTICES: All notices, requests, demands, or other communications under this Agreement shall be in writing. Notices shall be given for all purposes as follows:

Personal delivery: When personally delivered to the recipient, notices are effective on delivery.

First Class Mail: When mailed first class to the last address of the recipient known to the party giving notice, notice is effective three (3) mail delivery days after deposit in a United States Postal Service office or mailbox. Certified Mail: When mailed certified mail, return receipt requested, notice is effective on receipt, if delivery is confirmed by a return receipt.

Overnight Delivery: When delivered by overnight delivery (Federal Express/Airborne/United Parcel Service/DHL WorldWide Express) with charges prepaid or charged to the sender's account, notice is effective on delivery, if delivery is confirmed

by the delivery service.

Facsimile transmission: When sent by facsimile to the facsimile number of the recipient known to the party giving notice, notice is effective on receipt, provided that, (a) a duplicate copy of the notice is promptly given by first-class or certified mail or by overnight delivery, or (b) the receiving party delivers a written confirmation of receipt. Any notice given facsimile shall be deemed received on the next business day if it is received after 5:00 p.m. (recipient's time) or on a non-business day.

Addresses for purpose of giving notice are as follows:

To COUNTY: MENDOCINO COUNTY DEPARTMENT OF TRANSPORTATION  
340 Lake Mendocino Drive  
Ukiah, CA 95482  
Attn: Howard N. Dashiell, Director of Transportation

To CONSULTANT: DRAKE HAGLAN AND ASSOCIATES  
11060 White Rock Road, Suite 200  
Rancho Cordova, CA 95670  
Attn: Craig Drake, Principal

Any correctly addressed notice that is refused, unclaimed, or undeliverable because of an act or omission of the party to be notified shall be deemed effective as of the first date that said notice was refused, unclaimed, or deemed undeliverable by the postal authorities, messenger, or overnight delivery service.

Any party may change its address or facsimile number by giving the other party notice of the change in any manner permitted by this Agreement.

11. USE OF COUNTY PROPERTY: CONSULTANT shall not use County property (including equipment, instruments and supplies) or personnel for any purpose other than in the performance of his/her obligations under this Agreement.
12. EQUAL EMPLOYMENT OPPORTUNITY PRACTICES PROVISIONS: CONSULTANT certifies that it will comply with all federal and state laws pertaining to equal employment opportunity and that it shall not discriminate against any employee or applicant for employment on the basis of race, color, religion, age, sex, national origin, ancestry, marital status, political affiliation or physical or mental condition, in matters pertaining to recruitment, hiring, training, upgrading, transfer, compensation or termination.
  - a. CONSULTANT shall, in all solicitations or advertisements for applicants for employment placed as a result of this Agreement, state that it is an "Equal Opportunity Employer" or that all qualified applicants will receive consideration for employment without regard to their race, creed, color, disability, sex, sexual orientation, national origin, age, religion, Vietnam era Veteran's status, political affiliation, or any other non-merit factor.
  - b. CONSULTANT shall, if requested to so do by the COUNTY, certify that it has not, in the performance of this Agreement, discriminated against applicants or employees because of their race, creed, color, disability, sex, sexual

orientation, national origin, age, religion, Vietnam era Veteran's status, political affiliation, or any other non-merit factor.

c. If requested to do so by the COUNTY, CONSULTANT shall provide the COUNTY with access to copies of all of its records pertaining or relating to its employment practices, except to the extent such records or portions of such records are confidential or privileged under state or federal law.

d. Nothing contained in this Agreement shall be construed in any manner so as to require or permit any act which is prohibited by law.

e. The CONSULTANT shall include the provisions set forth in paragraphs a through d (above) in each of its subcontracts.

13. DRUG-FREE WORKPLACE: CONSULTANT and CONSULTANT's employees shall comply with the COUNTY's policy of maintaining a drug-free workplace. Neither CONSULTANT nor CONSULTANT's employees shall unlawfully manufacture, distribute, dispense, possess or use controlled substances, as defined in 21 U.S. Code § 812, including, but not limited to, marijuana, heroin, cocaine, and amphetamines, at any COUNTY facility or work site. If CONSULTANT or any employee of CONSULTANT is convicted or pleads *nolo contendere* to a criminal drug statute violation occurring at a County facility or work site, the CONSULTANT, within five days thereafter, shall notify the head of the County department/agency for which the contract services are performed. Violation of this provision shall constitute a material breach of this Agreement.
14. ENERGY CONSERVATION: CONSULTANT agrees to comply with the mandatory standards and policies relating to energy efficiency in the State of California Energy Conservation Plan, (Title 24, California Administrative Code).
15. COMPLIANCE WITH LICENSING REQUIREMENTS: CONSULTANT shall comply with all necessary licensing requirements and shall obtain appropriate licenses and display the same in a location that is reasonably conspicuous, as well as file copies of same with the County Executive Office.
16. AUDITS; ACCESS TO RECORDS: The CONSULTANT shall make available to the COUNTY, its authorized agents, officers, or employees, for examination any and all ledgers, books of accounts, invoices, vouchers, cancelled checks, and other records or documents evidencing or relating to the expenditures and disbursements charged to the COUNTY, and shall furnish to the COUNTY, within sixty (60) days after examination, its authorized agents, officers or employees such other evidence or information as the COUNTY may require with regard to any such expenditure or disbursement charged by the CONSULTANT.

The CONSULTANT shall maintain full and adequate records in accordance with County requirements to show the actual costs incurred by the CONSULTANT in the performance of this Agreement. If such books and records are not kept and maintained by CONSULTANT within the County of Mendocino, California, CONSULTANT shall, upon request of the COUNTY, make such books and records available to the COUNTY for inspection at a location within County or CONSULTANT shall pay to the COUNTY the reasonable, and necessary costs incurred by the COUNTY in inspecting CONSULTANT's books and records, including, but not limited to, travel, lodging and subsistence costs. CONSULTANT shall provide such assistance as may be reasonably required in the course

of such inspection. The COUNTY further reserves the right to examine and reexamine said books, records and data during the four (4) year period following termination of this Agreement or completion of all work hereunder, as evidenced in writing by the COUNTY, and the CONSULTANT shall in no event dispose of, destroy, alter, or mutilate said books, records, accounts, and data in any manner whatsoever for four (4) years after the COUNTY makes the final or last payment or within four (4) years after any pending issues between the COUNTY and CONSULTANT with respect to this Agreement are closed, whichever is later.

17. DOCUMENTS AND MATERIALS: CONSULTANT shall maintain and make available to COUNTY for its inspection and use during the term of this Agreement, all Documents and Materials, as defined in Paragraph 8 of this Agreement. CONSULTANT's obligations under the preceding sentence shall continue for four (4) years following termination or expiration of this Agreement or the completion of all work hereunder (as evidenced in writing by COUNTY), and CONSULTANT shall in no event dispose of, destroy, alter or mutilate said Documents and Materials, for four (4) years following the COUNTY's last payment to CONSULTANT under this Agreement.
18. TIME OF ESSENCE: Time is of the essence in respect to all provisions of this Agreement that specify a time for performance; provided, however, that the foregoing shall not be construed to limit or deprive a party of the benefits of any grace or use period allowed in this Agreement.
19. TERMINATION: The COUNTY has and reserves the right to suspend, terminate or abandon the execution of any work by the CONSULTANT without cause at any time upon giving to the CONSULTANT prior written notice. In the event that the COUNTY should abandon, terminate or suspend the CONSULTANT's work, the CONSULTANT shall be entitled to payment for services provided hereunder prior to the effective date of said suspension, termination or abandonment. Said payment shall be computed in accordance with Exhibit B hereto, provided that the maximum amount payable to CONSULTANT for its preparation of construction-ready Plans, Specifications and Estimate (PS&E) package for the replacement of Davis Creek Bridge on East Hill Road shall not exceed \$299,200 unless amended to \$543,500 by amendment for payment for services provided hereunder prior to the effective date of said suspension, termination or abandonment or lack of funding.
20. NON APPROPRIATION: If COUNTY should not appropriate or otherwise make available funds sufficient to purchase, lease, operate or maintain the products set forth in this Agreement, or other means of performing the same functions of such products, COUNTY may unilaterally terminate this Agreement only upon thirty (30) days written notice to CONSULTANT. Upon termination, COUNTY shall remit payment for all products and services delivered to COUNTY and all expenses incurred by CONSULTANT prior to CONSULTANT'S receipt of the termination notice.
21. CHOICE OF LAW: This Agreement, and any dispute arising from the relationship between the parties to this Agreement, shall be governed by the laws of the State of California, excluding any laws that direct the application of another jurisdiction's laws.
22. WAIVER: No waiver of a breach, failure of any condition, or any right or remedy contained in or granted by the provisions of this Agreement shall be effective unless it is in writing and signed by the party waiving the breach, failure, right or remedy. No waiver of any breach, failure, right or remedy shall be deemed a waiver of any other breach, failure, right or remedy, whether or not similar, nor shall any waiver constitute a

continuing waiver unless the writing so specifies.

23. ADVERTISING OR PUBLICITY: CONSULTANT shall not use the name of County, its officers, directors, employees or agents, in advertising or publicity releases or otherwise without securing the prior written consent of COUNTY in each instance.
24. ENTIRE AGREEMENT: This Agreement, including all attachments, exhibits, and any other documents specifically incorporated into this Agreement, shall constitute the entire agreement between COUNTY and CONSULTANT relating to the subject matter of this Agreement. As used herein, Agreement refers to and includes any documents incorporated herein by reference and any exhibits or attachments. This Agreement supersedes and merges all previous understandings, and all other agreements, written or oral, between the parties and sets forth the entire understanding of the parties regarding the subject matter thereof. This Agreement may not be modified except by a written document signed by both parties.
25. HEADINGS: Herein are for convenience of reference only and shall in no way affect interpretation of this Agreement.
26. MODIFICATION OF AGREEMENT: This Agreement may be supplemented, amended or modified only by the mutual agreement of the parties. No supplement, amendment or modification of this Agreement shall be binding unless it is in writing and signed by authorized representatives of both parties.
27. ASSURANCE OF PERFORMANCE: If at any time the COUNTY has good objective cause to believe CONSULTANT may not be adequately performing its obligations under this Agreement or that CONSULTANT may fail to complete the Services as required by this Agreement, COUNTY may request from CONSULTANT prompt written assurances of performance and a written plan acceptable to COUNTY, to correct the observed deficiencies in CONSULTANT's performance. CONSULTANT shall provide such written assurances and written plan within thirty (30) calendar days of its receipt of COUNTY's request and shall thereafter diligently commence and fully perform such written plan. CONSULTANT acknowledges and agrees that any failure to provide such written assurances and written plan within the required time is a material breach under this Agreement.
28. SUBCONTRACTING/ASSIGNMENT: CONSULTANT shall not subcontract, assign or delegate any portion of this Agreement or any duties or obligations hereunder without the COUNTY's prior written approval.
  - a. Neither party shall, on the basis of this Agreement, contract on behalf of or in the name of the other party. Any agreement that violates this Section shall confer no rights on any party and shall be null and void.
  - b. CONSULTANT shall use subconsultants identified in Exhibit "A" and shall not substitute subconsultants without COUNTY's prior written approval.
  - c. CONSULTANT shall remain fully responsible for compliance by its subconsultants with all the terms of this Agreement, regardless of the terms of any agreement between CONSULTANT and its subconsultants.
29. SURVIVAL: The obligations of this Agreement, which by their nature would continue

beyond the termination on expiration of the Agreement, including without limitation, the obligations regarding Indemnification (Paragraph 2), Ownership of Documents (Paragraph 8), and Conflict of Interest (Paragraph 9), shall survive termination or expiration for two (2) years.

30. SEVERABILITY: If a court of competent jurisdiction holds any provision of this Agreement to be illegal, unenforceable, or invalid in whole or in part for any reason, the validity and enforceability of the remaining provisions, or portions of them, will not be affected, unless an essential purpose of this Agreement would be defeated by the loss of the illegal, unenforceable, or invalid provision.

31. PATENT AND COPYRIGHT INDEMNITY: CONSULTANT represents that it knows of no allegations, claims, or threatened claims that the materials, services, hardware or software ("CONSULTANT Products") provided to COUNTY under this Agreement infringe any patent, copyright or other proprietary right. CONSULTANT shall defend, indemnify and hold harmless COUNTY of, from and against all losses, claims, damages, liabilities, costs expenses and amounts (collectively, "Losses") arising out of or in connection with an assertion that any CONSULTANT Products or the use thereof, infringe any patent, copyright or other proprietary right of any third party.

a. COUNTY will: (1) notify CONSULTANT promptly of such claim, suit or assertion; (2) permit CONSULTANT to defend, compromise, or settle the claim; and, (3) provide, on a reasonable basis, information to enable CONSULTANT to do so. CONSULTANT shall not agree without COUNTY's prior written consent, to any settlement, which would require COUNTY to pay money or perform some affirmative act in order to continue using the CONSULTANT Products.

b. If CONSULTANT is obligated to defend COUNTY pursuant to this Section 29 and fails to do so after reasonable notice from COUNTY, COUNTY may defend itself and/or settle such proceeding, and CONSULTANT shall pay to COUNTY any and all losses, damages and expenses (including attorney's fees and costs) incurred in relationship with COUNTY's defense and/or settlement of such proceeding.

c. In the case of any such claim of infringement, CONSULTANT shall either, at its option, (1) procure for COUNTY the right to continue using the CONSULTANT Products; or (2) replace or modify the CONSULTANT Products so that that they become non-infringing, but equivalent in functionality and performance.

d. Notwithstanding this Section 30, COUNTY retains the right and ability to defend itself, at its own expense, against any claims that CONSULTANT Products infringe any patent, copyright, or other intellectual property right.

32. OTHER AGENCIES:

Other tax supported agencies within the State of California who have not contracted for their own requirements may desire to participate in this contract. The CONSULTANT is requested to service these agencies and will be given the opportunity to accept or reject the additional requirements. If the CONSULTANT elects to supply other agencies, orders will be placed directly by the agency and payments made directly by the agency.

[END OF GENERAL TERMS AND CONDITIONS]

## EXHIBIT A

### COUNTY OF MENDOCINO AGREEMENT FOR ENGINEERING CONSULTANT SERVICES DAVIS CREEK BRIDGE REPLACEMENT ON EAST HILL ROAD

#### SCOPE OF WORK

The following is Drake Haglan and Associates (DHA) *Detailed Scope of Work* and understanding of the tasks required for the **Davis Creek Bridge Replacement**.

#### PHASE 1

This preliminary engineering phase consists of the environmental studies and associated tasks, and concludes with approval of the environmental document. The technical work in this phase is necessary for providing adequate definition of the project and project impacts.

#### TASK 1.1 - PROJECT INITIATION

##### Task 1.1.1 - Kick-Off Meeting

DHA will coordinate a kick-off meeting with the County, Caltrans, the consultant team and other project stakeholders as appropriate to thoroughly discuss the project background, scope, concepts, schedule, and management. This meeting will result in an understanding amongst the project stakeholders as to the project scope and schedule.

##### Task 1.1.2 – Preliminary Research

DHA will obtain pertinent existing information from local, state, and federal agencies related to this project. The County will deliver any additional project information available to DHA at the kick-off meeting.

##### Task 1.1.3 – Field investigation

DHA will coordinate an initial field review with the County's Project Manager, Caltrans Local Assistance, and other project stakeholders to review the proposed project and to highlight and record significant project features. DHA will conduct a visual on-site field investigation to identify existing conditions and establish preliminary design assumptions and parameters. DHA will review any as-built information on file. DHA will also confer with Caltrans Division of Structures Local Assistance and Caltrans District Local Assistance as necessary to confirm project assumptions and physical project limits for eligible HBP work.

##### Task 1.1.4 – Establish Project Schedule

DHA will develop a baseline project schedule showing each task, start and end dates, and task duration. This schedule will be updated and coordinated with the County as appropriate. DHA will notify the County immediately of any problems that could adversely impact the project schedule.

#### TASK 1.2 – PROJECT MANAGEMENT

##### Task 1.2 1 – Project Management

DHA will manage the project by tracking the schedule, budget and earned value of the products produced. DHA will create and maintain an “action item log” for the project, which will include each required action encountered, the responsible decision-maker for

that action, and the date the decision was made or action taken. This “action item log” will be transmitted to the County on a regular basis.

This task also includes any work involved in coordinating with Caltrans, including, but not limited to, Caltrans District 01, Structures OSLA, and Headquarters. Potential work elements under Caltrans jurisdiction include approval of bridge type selection, approval of preliminary engineering report, and approval of HBP funding.

DHA will develop the project in accordance with the guidelines presented in the current Local Assistance Procedures Manual. The Local Assistance Procedures Manual provides guidelines for project development, project financing, environmental approval, contracting for design, standards for design, and project bidding and construction. DHA will also adhere to the requirements of Caltrans Local Assistance Program Guidelines Manual (LAPG). Chapter 6 of the LAPG presents the requirements of the HBP program.

### **Task 1.2 2 – Progress Meetings**

DHA Project Manager and appropriate staff will meet with the County's Project Manager and others as necessary to manage and deliver this project. For purposes of this scope, a total of 4 meetings at the Mendocino County offices are assumed. Additional team meetings will be scheduled via telephone bi-weekly to keep the County informed of the status of the project and to gain timely decisions from the County.

## **TASK 1.3 – PRELIMINARY ENGINEERING**

This task is for the engineering and technical studies needed to complete the environmental documents. The order that the tasks are shown is not necessarily the order of work, since many of these tasks are interrelated.

### **Task 1.3.1 – Surveys and Mapping**

#### **Task 1.3.1.1 – Project Survey Control**

Project mapping will begin immediately upon notice to proceed. Under the direction of DHA, SHN will perform the necessary research of the properties encompassed by and adjoining the project. The basis for the topographic and boundary related surveys will be State Plane Coordinate System NAD 83 horizontally and NAVD 88 vertically. Project surveys will be accomplished using only field survey techniques and will adhere to Caltrans survey manual for standards of accuracy, Caltrans survey manual for field procedures and the Caltrans safety manual for safe surveying practices.

SHN survey staff will perform existing conditions field surveys and prepare project base maps for the project site to include; contour interval of 1 foot, sufficient strip mapping of the existing roadways to verify the proposed alignments, sufficient creek channel length and detail to evaluate hydraulics, geomorphology and placement of bridge, all surface evidence of existing utilities and structures within the project limits that may affect the project, height of overhead utility lines that may conflict with the project, trees greater than 4” in diameter at breast height, ordinary high-water marks, striping and signage, driveway cuts, sidewalks, parking areas and fences. SHN’s surveyors will utilize AutoCAD Civil 3D version 2010 to compile the existing conditions data and establish an existing ground surface for use in the design process.

Included in this deliverable will be the Digital Terrain Model of the project surface and field survey point files.

#### **Task 1.3.1.2 – Right of Way Survey**

Right-of-way determination will be based upon record title information, found monuments shown on recorded survey maps and County right of way maps and deeds. Once the areas for the potential right-of-way acquisition have been defined by DHA, the adjoining property boundaries will be more accurately defined for use in preparation of legal descriptions for proposed permanent right-of-way takes where required. Right of way plats will be prepared in accordance with County standards for each property owner that shows both permanent takes and temporary construction easements. SHN surveyors will flag the proposed R/W lines for inspection/approval by the County right-of-way agent and property owner (if permanent right-of-way is required). At the completion of the project, SHN will provide the County and DHA with a hard copy and digital drawing file compiled in AutoCAD Civil 3D .dwg file format of the project base map.

#### **Task 1.3.1.3 – Hydraulic Analysis Support**

Field surveying will be provided to describe the bridge components in detail and to provide stream cross-sections for the hydraulic analysis. Cross-sections will be taken 500 ft downstream at 100-ft intervals to 100-ft upstream of the bridge including one at the 25-ft upstream and will be tied to a local benchmark for horizontal and vertical control.

#### **Task 1.3.2 – Hydrology and Bridge Hydraulic Report**

Under the direction of DHA, Avila and Associates Consulting Engineers, Inc. (Avila and Associates) will provide hydrology and hydraulic studies. This task describes the work necessary to prepare a Hydraulics Report for the replacement of the Davis Creek Bridge at East Hill Road in Mendocino County. This scope of work includes the following deliverables:

- Complete Final Caltrans Design Hydraulic Study
- Complete Location Hydraulic Study

The hydraulic report completed by Avila and Associates will follow the Caltrans Preliminary Final Hydraulic Report Format in accordance with Memos to Designers 1-24 and be prepared in accordance with the Caltrans Local Assistance Program Guidelines.

##### **Task 1.3.2.1 Obtain and Review Project Documentation, Field Review**

Avila and Associates will obtain relevant project information including but not limited to the following:

- Caltrans and Mendocino County information on the existing bridge such as supplemental bridge maintenance reports.
- Historic hydraulic reports for bridge analysis from Caltrans Structure Hydraulics (if available).

Avila and Associates will field review the proposed bridge reach with the consultant team and Mendocino County. Avila and Associates will review the maintenance reports for the existing bridge as well as the downstream Hearst Road Bridge over Davis Creek (10C0172) to determine potential scour, drift and overtopping challenges associated with the bridge.

##### **Task 1.3.2.2 Estimate Discharge**

Peak discharges for the design event, 50- and 100-year flood event discharges will be estimated using two different methods as outlined in the Caltrans Local

Assistance Program Manual. A basin transfer of the existing FEMA discharge estimates (approximately 2 miles downstream at Hearst Road) will be the first method used to estimate discharge at the bridge. Either regional regression or basin transfer of an adjacent gage will be used as the second method.

### **Task 1.3.2.3 Hydraulic Analysis**

Hydraulic parameters (water surface elevations and velocity) will be obtained from the Army Corps of Engineers HEC-RAS (Hydraulic Engineering Center River Analysis System) model based on: 1) 10 to 12 channel cross sections by the consultant team to create the HEC-RAS model, 2) as-built data 3) and a reconnaissance level field investigation by Avila and Associates. Avila and Associates will complete a survey request outlining the location and extent of cross section data necessary to create the HEC-RAS hydraulic model.

*Calibration:* Calibration data will be researched to determine if any highwater elevations were recorded for the flood of record. If calibration data can be found, it will be used to calibrate the HEC-RAS model by running the HEC-RAS model and adjusting the model parameters until the discharge associated with the highwater marks can be replicated with the model. Variable discharges will be input into HEC-RAS to determine the discharge that provides a water surface elevation of matching the calibration data. Calibration data was used to validate the hydraulic model for the bridge.

*The Hydraulic Model – HEC-RAS Analysis:* The river reach will be described. Manning’s “n” values for the channel and overbank will be estimated from field investigation and engineering judgment. Two steps will be used to develop the HEC-RAS Models.

1. Create the existing HEC model

Create an existing conditions HEC-RAS model from the surveyed cross sections above.

2. Proposed Bridge Model

The HEC-RAS model will be re-run for various design discharges for the proposed replacement bridge. The model will also incorporate any encroachment from bridge approach fills. The hydraulic variables (water surface elevation, velocity etc.) will be determined for the design discharge, 50- and 100-year discharges estimated under Task 2 above. Results from the hydraulic analysis will be provided in both tabular as well as graphical output formats for the consultant team.

Revise the hydraulic model for the final proposed bridge configuration. The hydraulic variables (water surface elevation, velocity etc.) will be determined for the design discharge, 50- and 100-year discharges estimated under Task 1 above. Results from the Hydraulic analysis will be provided in both tabular as well as graphical output formats for the consultant team.

*Hydraulic Criteria:* Chapter 800 of the Caltrans Highway Design Manual (HDM) delineates the hydraulic design criteria for bridges. The basic rule for hydraulic design is that bridges should be designed to pass the Q50 with sufficient freeboard and convey the Q100 without freeboard, exceptions may be granted if

sufficient evidence is provided. The HDM notes that 2 feet of freeboard is often assumed for preliminary bridge designs but leaves the recommendation for freeboard to the judgment of the hydraulic engineer based primarily upon the debris anticipated at the bridge.

*Drift:* Avila and Associates will research bridge maintenance records for existing bridges upstream and downstream of the proposed bridge to determine if any maintenance challenges have occurred such as debris getting caught on the bridge piers. This helps to determine the necessary freeboard, span lengths and the type of bridge pier that will minimize debris capture and therefore future maintenance.

#### **Task 1.3.2.4 – Scour and Bank Protection Analysis**

Review maintenance records for the existing and adjacent bridges over Davis Creek to determine if the stream has degraded over time. Contraction and abutment scour will be estimated using the methods described in the Federal Highway Administration (FHWA) Publication HEC-18, *Evaluating Scour at Bridges*. Estimate local pier scour for up to three alternative pier configurations. The Colorado State University Equation (CSU) will be used for estimating local pier scour as recommended in the Federal Highway Administration (FHWA) Publication HEC-18, *Evaluating Scour at Bridges*. Calculations will be completed to determine the need for bank protection. If bank protection is required, parameters will be provided according to the Bank and Shore Protection Manual using a layered Caltrans Design.

#### **Task 1.3.2.5 – Prepare Draft Final Hydraulic Report**

Prepare Draft technical hydrology, hydraulics and scour. A draft outline of the report includes:

- Table of Contents, List of Tables, List of Figures
- Executive Summary
- Bridge History
- Basin and Drainage
- HEC-RAS Hydraulic Analysis
- Scour Analysis
- Bank Protection Design Parameters
- References
- Appendices (including optional Location Hydraulic Study)

#### **Task 1.3.2.6 - Prepare Final Report**

Prepare Final hydrology, hydraulics and scour report incorporating the comments from the Draft Report.

#### **Task 1.3.2.7 – Location Hydraulic Study**

Using the HEC-RAS output data, complete a Location Hydraulic Study (Floodplain Evaluation Report) in accordance with 23 CFR 650.113. This report is included in the Environmental Document for the bridge. This scope of work assumes no Conditional Letter of Map Revision (CLOMR) will be required; if a CLOMR is required, a separate task order will be necessary.

### **Task 1.3.3 – Type Selection Memorandum**

The Type Selection Memorandum will present a summary of the project technical studies that are used to develop the bridge alignment and type. Specific sections include, but are not limited to:

*Alignment Study* – Discussion of alternatives and methods used to determine the most efficient vertical and horizontal alignments for the replacement roadway and bridge. This will include typical sections and will take into consideration the existing roadway configuration and the results of other preliminary engineering studies, including the hydraulic review as it impacts the structure profile and the traffic handling, which may have an impact on the horizontal alignment.

*Structure Selection* – DHA will prepare a Type Selection Memorandum to evaluate the pros and cons of different structure types and they relate to the project location. This will consider the alignment and profile of the replacement structure from our alignment study.

*Environmental Analysis / Permits* – NSR will provide preliminary information with regard to permits and Environmental Mitigation Measures. Other issues that will be addressed in the memorandum include cultural (Section 106) and water quality (Section 401/404) issues.

*Hydraulics* – a summary of the Hydraulic Study will be prepared.

*Construction Staging / Traffic Handling* – In conjunction with the structure type selection and the alignment studies, DHA will address the project's traffic handling requirements, consider the benefits of stage construction and address issues of access to adjacent properties.

*Project Aesthetics* – During the environmental process, the impact of the project on local residents will be assessed. In an effort to maximize the project's benefit to these individuals, bridge aesthetics will be considered. The bridge rail will be critical to this, as it is the most highly visible element of the structure. Other issues that will be addressed in the Type Selection Memorandum will include right of way, utility issues, a construction cost estimate and construction schedule.

## **TASK 1.4 – ENVIRONMENTAL CLEARANCE**

Under the direction of DHA, North State Resources (NSR) will provide the environmental services for the project. NSR's technical approach for the environmental and permitting tasks is presented below. This approach is based on an initial review of available information and experience with similar projects recently completed for local agencies and Caltrans. Additional technical studies could be identified as new information and project details are revealed. In the event that such technical studies are required, NSR will coordinate with the County and DHA to revise this approach.

### **Task 1.4.1 - Kickoff Meeting/Project Management**

NSR will attend an initial project kickoff meeting with the County and DHA. The meeting will be held at the County office in Ukiah and a brief site visit will be conducted following the meeting to discuss the study area and alignment/design options. Participants will discuss the following: review of the PES form previously completed by County staff and approved by Caltrans; initial identification of issues; scope of technical studies; approach to CEQA/NEPA compliance; and schedule for submittals. Key participants from the involved agencies will be identified and project communication protocols defined. NSR will use the information discussed at the kickoff meeting to assist DHA with preparation

of the Area of Potential Effects (APE).

Throughout the project, NSR will maintain regular communication with DHA and the County and will prepare periodic progress reports to document project status and identify any concerns and resolutions. NSR will be available to participate in periodic conference calls and up to two (2) project meetings at the County office.

#### **Task 1.4.2 - Area of Potential Effects Map**

NSR will assist DHA and the County with preparation of the APE map for the project that clearly delineates both the archaeology (horizontal and vertical) and historic architecture APEs. It is assumed that DHA will provide NSR with a draft APE map for review and comment. A final draft of the APE map will be prepared by DHA and submitted to Caltrans for review and approval.

#### **Task 1.4.3 - Prepare Project Description and Purpose and Need**

NSR will review and edit as necessary the project description prepared by DHA, alternatives (if any), and purpose and need for incorporation into the CEQA and NEPA documents. The draft description and purpose and need will be submitted to the County for review and comment. After resolution of the comments and incorporation of changes as appropriate, NSR will prepare the final description and purpose and need for inclusion in the environmental document.

#### **Task 1.4.4 - Complete Technical Studies for the Project**

Based on preliminary assessment of project issues and review of the approved PES form, several technical studies are identified that will likely be required to support the CEQA/NEPA process and permitting. A description of the scope of work for each study is provided below. The required studies and scopes may need to be refined following initial field review, in consultation with the County and Caltrans.

##### ***Natural Environment Study***

NSR will prepare a Natural Environment Study (NES) in accordance with the Caltrans Guidance for Consultants: Procedures for Completing the Natural Environment Study and Related Biological Reports (March 1997) and the Caltrans Standard Environmental Reference (Chapter 14) and utilize the Caltrans template (<http://www.dot.ca.gov/ser/forms.htm>). The NES will characterize biological resources in the Biological Study Area (BSA) (generally corresponds to the APE) and vicinity; assess project impacts to biological resources; identify general mitigation measures, if necessary; summarize the results of other biological studies; and discuss the status of any required agency consultations. Preparation of the NES will entail:

- Coordination with resource agencies, including the California Department of Fish and Game (CDFG), National Marine Fisheries Service (NMFS), and U.S. Fish and Wildlife Service (USFWS);
- A review of the California Natural Diversity Database (CNDDDB) and California Native Plant Society (CNPS) database;
- A request for a formal list of special-status species with potential to occur in the project vicinity;
- A reconnaissance-level field investigation, including an assessment of habitat for special-status wildlife;
- A two-visit botanical survey in the spring of 2012 for both special-status plant species and noxious weed species (Federal Executive Order 13112 [Invasive Species]); and

- Preparation of maps showing the locations of significant biological resources, including observations of special-status species and/or suitable habitat.

Following the completion of the literature review, conversations with resource agency staff, and field surveys, NSR will prepare an NES report. The NES report will summarize information contained in the Biological Assessment/Essential Fish Habitat Assessment and the results of the Section 7 consultation process with NMFS. An internal draft NES will be submitted for review by the project team before sending to Caltrans for review and approval. Once County and DHA comments are addressed, NSR will submit a draft NES for review by Caltrans. The NES will be finalized and submitted to Caltrans for approval.

### ***Biological Assessment / Essential Fish Habitat Assessment for Listed Salmonids***

A reconnaissance-level field characterization of aquatic habitat in Davis Creek in the vicinity of the East Hill Road Bridge will be conducted extending up to 750 feet upstream and downstream of the project site (Note – If there is private property within the study area, NSR will only survey those areas where permission has been granted to the County by the property owner). The characterization will include extent of suitable salmon spawning and rearing habitats within the affected stream reaches. Results of the characterization will be used by the project design team in identifying the preferred alternative.

Formal consultation with NMFS under Section 7 of the federal Endangered Species Act is anticipated at this time to deal with potential project-related impacts to federally-listed fish species and associated designated critical habitat. For purposes of this scope of work, NSR assumes that preparation of a Biological Assessment (BA) will be required. Consultation with NMFS will also be required under Section 305(b)(2) of the Magnuson-Stevens Fishery Conservation and Management Act with regard to Chinook and coho salmon essential fish habitat (EFH). In addition, pursuant to Sections 2080 and 2081 of the California Fish & Game Code, consultation with CDFG may be required if there are potential impacts to species that are also state listed (i.e., state-endangered Central California Coast coho salmon ESU).

Since federal funding would be required for the project, Caltrans, as designated by FHWA, would serve as the federal lead agency for formal Section 7 consultation with NMFS. NSR will prepare a combined BA/EFHA and coordinate with NMFS and Caltrans, as necessary, to assist the County with the required state and federal endangered species and EFH consultation processes. This BA/EFHA will fully analyze the effects of the proposed action. The BA/EFHA will be focused to address project impacts to the following listed species and any associated designated critical habitat: Central California Coast coho salmon ESU; Central California Coastal steelhead DPS; and California Coastal Chinook salmon ESU. The document will include the following sections: introduction, consultation to date, description of proposed action including the action area, species considered and life history needs, environmental baseline, effects of the proposed action, cumulative effects, conclusion and determination, recommendations for mitigation, and references. Copies of the Draft BA/EFHA will be provided to the County and DHA for review and circulation to pertinent resource agencies (i.e., Caltrans, NMFS). NSR will also coordinate with NMFS, as necessary, to assist the County and Caltrans with the required federal endangered species act consultation process. NSR will also coordinate with DFG to ensure that the BA/EFHA satisfies the requirements of Section 2081 (b) and (c) of the CESA, which we anticipate will be a consistency determination from the DFG under Fish and Game Code 2080.1

based on NMFS's response.

### ***Waters of the United States Delineation***

NSR will conduct a delineation of waters of the United States and prepare a report that can be submitted to the U.S. Army Corps of Engineers (Corps) for verification in support of Clean Water Act permitting, if determined to be necessary. The delineation will entail a review of aerial imagery, topographic maps, and available wetlands data for the study area; a field survey to delineate the boundaries of federal jurisdictional waters, including wetlands, within the BSA, using methods prescribed by the Corps; and preparation of a report. Maps will be prepared, utilizing geographic information systems technology, on base topographic maps of the study area or aerial imagery provided by the County or DHA. Results of the delineation will be provided in a report, which will be provided to the County for review and approval. The delineation report will contain background information, data sheets, and a delineation map (minimum scale of 1"=200'). Following incorporation of comments provided by the County, NSR will submit the wetland delineation report to Caltrans District 1 Local Assistance for review and approval. Following approval by Caltrans, NSR will submit a copy of the wetland delineation report to the ACOE (San Francisco District) with a written request for verification for approval on behalf of the County.

### ***Archaeological /Historical Property Survey Report***

NSR will conduct an inventory of cultural and historical resources and prepare an Archaeological Survey Report (ASR) and Historic Property Survey Report (HPSR) in Caltrans format and in compliance with Section 106 of the National Historic Preservation Act.

To identify previously recorded or known resources in the APE, NSR will consult the following inventories, facilities, and persons in accordance with 36 CFR 800.4(a)(2-4), 36 CFR 800.4(b), 48 FR 44716, the State Historic Preservation Officer, FHWA, and Caltrans guidance:

- National Register of Historic Places and updates
- California Register of Historical Resources
- California Inventory of Historic Resources
- California Historical Landmarks
- The Northwest Center of the California Historical Resources Information System at Sonoma State University

In order to provide significant contextual and thematic background information archival historical research will be performed at local historical societies and libraries. Also, as part of the archival research, soils surveys and other geological information will be consulted to determine the age of local landforms and the potential for naturally buried archaeological resources to occur within the project area. As part of the minimal required discovery process, form letter notifications, telephone calls, and/or personal communications will be made with local historical societies, local Native Americans tribes, government agencies (i.e., Native American Heritage Commission), and other interested groups.

Once the APE map is approved by the County and Caltrans (Task 2), a pedestrian survey of the study area will be conducted to complete the required discovery process. The reconnaissance-level survey will be conducted by walking systematic transects over accessible and sensitive landforms. The pedestrian survey will identify:

- The presence or absence of cultural resources visible on the surface in the APE;
- The present condition of the local environment;
- Environmental factors that may have affected use of the areas by prehistoric and historic occupants (e.g., elevation, food or material resources, proximity to water, etc.); and
- Environmental factors that may have limited the survival or visibility of archaeological remains (e.g., alleviation, erosion, or modern disturbance).

Results of the discovery process will be presented in the ASR and the HPSR. The ASR will document both positive and negative archaeological survey results (it does not evaluate sites or significance of impacts). The ASR demonstrates that a reasonable effort has been made to identify archaeological properties, commensurate with the scale and scope of the undertaking. The HPSR is used by Caltrans to document completion of the cultural resource identification phase, completion of the National Register eligibility evaluation of the resources within the project APE (if any), and, when relevant, a Finding of No Historic Properties Affected or No Adverse Effect with Standard Conditions.

NSR will prepare and submit an administrative draft of the ASR/HPSR to DHA and the County for review and comment. NSR will incorporate DHA and County comments and prepare a draft ASR/HPSR for submittal to Caltrans. Following review of the draft ASR/HPSR by Caltrans, NSR will revise and prepare a final ASR/HPSR for approval by Caltrans.

### **Historic Resources Evaluation Report**

Under subcontract to NSR, JRP Historical Consulting, LLC (JRP) will provide services to assist in Section 106 Compliance and compliance under CEQA, as it pertains to historical resources for the project. JRP will assist NSR with preparation of the APE map for the County to submit to Caltrans District 1 and send letters about the project to parties interested in historic architectural resources and collect responses. The only built environment resources within the APE is anticipated to be the Reeves Canyon Road Bridge. As part of the PES approval process, Caltrans indicates that a historic resources evaluation report (HRER) needs to be prepared for this project to establish whether Reeves Canyon Road Bridge is a historic property under the Section 106 process (i.e. eligible for listing in the National Register of Historic Places). JRP will coordinate with Caltrans about this issue and prepare the evaluation as directed. Caltrans conducted a state-wide historic bridge inventory that evaluated all bridges built in or before 1959 and has partially updated that study for bridges constructed in the early 1960s. The Reeves Canyon Road Bridge was constructed in 1967 and is currently designated as Category 5 structure in the Caltrans Bridge Inventory; however, Caltrans has requested that the bridge be preliminarily evaluated to confirm that it is still a Category 5 structure. JRP will undertake a site visit and research in Mendocino County to confirm with Caltrans if the bridge requires evaluation.

If the HRER concludes that the East Hill Road Bridge is eligible for the National Register, additional steps will be required to complete the project's Section 106 compliance. Additional research in Sacramento and Davis will be conducted. Other steps include assessing whether the project would have an adverse effect on historic properties and potentially mitigating for adverse effects to historic properties. These additional steps would be optional tasks that would need to be negotiated between Caltrans, County, and DHA.

JRP will prepare documents for this project following Caltrans' guidelines set forth in the Standard Environmental Reference (SER), Volume 2, Cultural Resources Procedures

and will follow the procedures set forth in 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,” (2004) (Caltrans Section 106 PA).

JRP will prepare and submit an administrative draft of the HRER to NSR, DHA, and the County for review and comment. JRP will incorporate NSR, DHA, and County comments and prepare a draft HRER for submittal to Caltrans. Following review of the draft HRER by Caltrans, JRP will revise and prepare a final HRER for approval by Caltrans.

### **Farmland Impact Assessment**

If determined to be necessary, NSR will conduct a farmland impact assessment to describe agricultural operations in the study area and discuss the effects of converting agricultural fields to non-agricultural uses. This study would provide a quantitative discussion on the amount of farmland to be converted and would generally assess the value of the farmland using available agricultural reports for the County. NSR will review existing parcel information to verify if affected parcels are currently under a Williamson Act contract and Farmland Mapping and Monitoring Program data and reports for the study area to determine if there are any Prime or Unique farmlands. If necessary, NSR will complete the pertinent sections of the Farmland Conversion Impact Rating (Form AD 1006) and submit to the local Natural Resource Conservation Services (NRCS) office, along with copies of the proposed project and any alternatives. Upon receipt of a completed Form AD 1006 from NRCS, NSR will submit a copy to Caltrans, along with any recommendations for mitigation. A report or technical memorandum will be prepared to discuss the results, and the results will be incorporated into the CEQA/NEPA documentation. The report will be submitted to the County, DHA, and Caltrans for review.

### **Noise Technical Memorandum**

Bollard Acoustical Consultants, Inc. (BAC), as a subcontractor to NSR, will conduct an initial noise assessment that consists of the following:

- BAC will identify the noise level standards contained within the Mendocino County General Plan Noise Element, applicable Caltrans Protocol, and any other germane city, state or federal noise standards applicable to project construction activities.
- BAC will conduct a detailed site inspection and short-term ambient noise survey to identify sensitive receptors located within the project study limits and to generally quantify ambient noise conditions in the immediate project vicinity.
- Using Caltrans Construction Noise Evaluation program, BAC will prepare an assessment of potential noise impacts associated with project construction. The evaluation will include consideration of the dates, times, and equipment to be used in the construction project,
- Specific recommendations for noise control at impacted receiver locations in the project vicinity will be provided as required by the Caltrans Protocol.
- BAC will provide a written construction noise memorandum for this project which includes the data, analysis, and results of the study. This memorandum will

cover construction noise only and does not include preparation of the project Noise Study Report (NSR) or Noise Abatement Decision Report (NADR).

#### **Task 1.4.5 - Complete CEQA/NEPA Environmental Documentation**

NSR will document CEQA and NEPA compliance for the project. Based on the assumption that no significant, unmitigable environmental impacts or significant public controversy associated with the project would be anticipated, an initial study and mitigated negative declaration (IS/MND) will be prepared under CEQA and a Categorical Exclusion (CE) supported by technical studies will be prepared under NEPA. NSR, working in close coordination with the County, will prepare these documents.

NSR will prepare an administrative draft IS/MND using the environmental checklist form included as Appendix G of the CEQA guidelines (or other format preferred by the County). The document will be prepared in a narrative format that describes the environmental setting for the study area, summarizes the results of the technical studies, identifies potential impacts resulting from the proposed project, and recommends mitigation measures (as appropriate). Each issue area covered in the environmental checklist (Appendix G) will be evaluated at a suitable level of detail to fully address all potential impacts of the proposed project. The IS will only analyze the preferred project alternative at a full level of detail. An administrative draft IS will be submitted to the County for review and comment.

After the County completes its review of the administrative draft IS/MND, NSR will incorporate the comments into a public draft IS/MND. NSR will prepare a Notice of Intent to Adopt a Mitigated Negative Declaration. We will bind this document together with the draft IS/MND and initiate a public review period. In addition, we will complete the Notice of Completion form on behalf of the County and submit it to the State Clearinghouse along with 15 copies of the IS/MND. We recommend the County provide, at a minimum, a 30-day public comment period. We assume NSR will not be required to attend any public hearings for the project.

After the close of the public comment period, NSR will review the public and agency comments with the County and DHA, compile and number all substantive comments, and provide written responses for each comment provided. NSR will provide the County with a draft set of responses to comments for review and approval. The draft IS/MND will become the final IS/MND and the final written responses to comments will be included as an appendix.

A Mitigation Monitoring and Reporting Plan (MMRP) will be prepared by NSR that summarizes all of the project mitigation measures, the responsible parties for implementing each measure, and the timing for each measure. The MMRP would be included as an appendix to the final environmental document.

NSR will coordinate the final stages of the CEQA process with the County. CEQA approval, via adoption of a negative declaration with mitigation, would be obtained at a regularly scheduled meeting of the County Board of Supervisors. CEQA requires that the lead agency file a Notice of Determination (NOD) with the County Clerk and with the State Office of Planning and Research after deciding to approve a project for which a negative declaration has been adopted. NSR will assist the County with preparing the NOD, but assumes attendance at the County meeting will not be required.

In support of NEPA compliance, NSR will complete a CE Determination Form, including the complete summary of environmental commitments, and provide to the County for submittal to Caltrans for review and final approval.

### **Optional Task – Conduct California Red-Legged Frog Habitat Assessment**

If required by Caltrans based on determination of available habitat, a California red-legged frog habitat assessment will be conducted in accordance with the Service's Revised Guidance on Site Assessment and Field Surveys for the California Red-legged Frog (August 2005). This habitat assessment will consist of the following elements:

- Analysis of all documented California red-legged frog occurrences in the project area and vicinity based on a review of the California Natural Diversity Database (CNDDDB) and conversations with local resource agencies to determine known occurrences for red-legged frog within 5 miles of the study area;
- Conduct an assessment of potential California red-legged frog habitat within a one-mile radius of the project study area (access permitting) and provide a general characterization of upland and aquatic communities within the study area;
- Identify, characterize, map, and photograph potential California red-legged frog habitat areas within the project study area; and
- Summarize the assessment data in a draft report (including maps and figures) and include a discussion that verifies that the project study area is located outside of the designated critical habitat for the species. A draft copy will be provided to the County for review and comment, with a final version submitted to Caltrans District 1 Local Assistance for review and submittal to the USFWS following authorization from Caltrans District 1 Local Assistance.

### **TASK 1.5 – Geotechnical Investigations**

The proposed project is to remove the existing single-lane bridge crossing of Davis Creek and replace it with a new bridge structure. The existing railroad flatcar bridge is 120-feet long and 13-feet wide. According to Caltrans bridge inspection reports, the existing foundations are spread footings at the abutments and steel H-piles at the piers and the structure is considered scour critical.

Geologic mapping shows the site at the contact between Jurassic-Cretaceous Franciscan Formation and Plio-Pleistocene Non-Marine sediments. The alluvial sediments are typically not associated with Naturally Occurring Asbestos (NOA) but this will be evaluated during the ISA. Bedrock is not exposed in the channel and bedrock may be deep below ground surface based on the surrounding terrain and geologic mapping. Bridge structure type has been tentatively defined in the RFP. It is indicated to be a reinforced concrete slab bridge in the range of 150±ft long and 22±ft wide supported on reinforced concrete wall-abutments. Suggested foundation types in the RFP include driven piles or CIDH piles to 60-ft depths. Depending on the consistency of the Plio-Pleistocene materials and the scour potential for the bridge, spread footings may also be a viable alternative for the bridge.

Abutment locations and depth of pile caps will be established, in part, on the basis of projected channel grade and bank slope configuration/stability. It is assumed that abutments will be located at equal distances from the thread of the channel. Bridge line and grade are expected to generally match existing roadway. The existing roadway approaches appear to be on native ground (terrace materials) and it is understood that the roadway will be widened to accommodate wider travel lanes and shoulders.

#### **Task 1.5.1 – Preliminary Geotechnical Report**

The Preliminary Geotechnical Report will be provided as a short memo. The preliminary

report will be based on available subsurface data from nearby projects (if available), geologic and topographic mapping, and any other available documents provided by the client or the County. The report will summarize anticipated surface and subsurface conditions based on reference data/site exposures, provide seismic input parameters consistent with current Caltrans practice, discuss approach and bank conditions — slope stability, cut/fill slopes, excavation conditions — and discuss conditions and constraints on likely foundation types. We would also expect to consult with the designer regarding specific geotechnical issues that may affect project planning and preliminary design.

### **Task 1.5.2 –Initial Site Assessment**

The ISA document will include the following elements:

*Records Review:* Selected federal and state agency data bases will be reviewed for information pertaining to the site and properties within a minimum search distance of not less than one-quarter mile. This data will be obtained from a vendor specializing in retrieval of environmental information.

For any site identified during data base review where hydrogeologic conditions and other reasonable factors indicate a potential for environmental impact on site, representatives of one or more of the following agencies would be interviewed and/or reviews of the agency files conducted:

- North Coast, California Regional Water Quality Control Board
- County Health and/or Agriculture Departments
- Local Fire Department

*Site History and Physical Setting:* Review of (reasonably) available documents would be performed to identify the physical setting of the site and obvious past uses of site and adjoining properties back to the obvious first developed use or 1940, whichever is earlier. Elements of the physical setting identified typically include:

- Topographic conditions
- Geologic conditions, including soil type and potential for naturally occurring asbestos
- Hydrogeologic conditions, including depth to groundwater, depth to other aquifers and regional and local gradient;
- Any reported impairments to water quality

*Documents reviewed typically include:*

- Topographic maps
- Recent aerial photographs
- Historic aerial photographs
- Geologic, geotechnical, hydrogeologic or environmental reports pertaining to the site or vicinity
- Fire insurance (Sanborn) maps
- Street/business directories
- Local historical collections

*Site Reconnaissance:* Reconnaissance of the site, including a drive-by and local walking traverse along the site, would be performed to identify visual evidence of:

- Current uses and evidence of past uses of the site and adjacent properties in all directions as visually observable from the site or other public roads;
- Potential areas of concern such as above or below ground fuel storage tanks,

vehicle maintenance areas, dump sites, mining operations, livestock pens, discolored soils or stressed vegetation, discharges, odors, transformers, wells, standing water, hazardous substance containers or unidentified containers, etc.;

- Visual evidence of fill materials on the site and, if possible, assess the source of fill and potential for containing hazardous material
- Geologic reconnaissance will be performed by a licensed geologist to evaluate the presence of Naturally Occurring Asbestos (NOA).

*Interviews:* Reasonable attempts will be made to conduct interviews with persons potentially knowledgeable about the site to obtain information regarding environmental conditions in connection with the property. Interviews may be conducted in person, by telephone, or in writing. Individuals interviewed may include owners, occupants, local government officials, museum staff, or others.

*ISA Report:* A formal report documenting this assessment will be prepared, including but limited to the following:

- Title sheet, Signature page, and Table of contents;
- Site description;
- Records review;
- Site reconnaissance information;
- Interview information;
- Maps of the site, including location map/topographic map and a site plan showing locations of recognized environmental conditions;
- Photocopies of ground level photographs of the site;
- Pertinent supporting documentation, such as boring logs and laboratory results available from reports reviewed;
- Findings and Conclusions - including opinion of the impact of any recognized environmental conditions concerning the property.

The ISA Report will include information on hazardous materials expected to be encountered on the existing bridge, such as lead based paint and asbestos packing in the bearings.

### **Task 1.5.3 –Foundation Report**

Subsurface exploration to adequately define earth materials and foundation conditions is expected to include three sampled, logged test borings: one at each abutment and at the channel support to approximately 80-ft depth to satisfy the suggested foundation types in the RFP.

Two boreholes will also be completed in the roadway to approximately 5 to 10-ft depths to evaluate subgrade materials for pavement section analysis. Bulk soil samples will be taken from the roadway boreholes for later analysis and testing.

*Exploration Details:* We propose to make the test borings from existing roadway, which will require at least partial lane closures; we assume that warning signs and traffic cones will provide adequate traffic control with flaggers as necessary. Taber will provide the traffic control. We will notify USA for location of buried utilities before starting field exploration. Taber will apply for environmental and encroachment permits for this work. We assume that the encroachment permit will be a no fee permit.

For the channel boring, it is assumed that access to the channel can be made with a crawler drill rig. Access may require minor backhoe work which is assumed provided by the County. Additionally, a Fish and Game permit will be required to drill in the channel. Typical work windows for in-channel work are between June 1st and October 15th. Fish

and Game permits also typically take approximately 3 months to process. The permit process should be started immediately after notice to proceed to allow time for processing and acceptance by the department.

We propose to recover soil samples from the borings at 5±ft intervals using Standard Penetration equipment. The encountered soils will be field classified and borings logged (including groundwater conditions) by an engineer/geologist. Laboratory testing to supplement field evaluation of soils parameters is expected to include moisture-density and unconfined compressive strength determinations and corrosivity testing (pH/minimum Resistivity/sulfate/chloride content) on selected samples. "R"-value testing will be performed on bulk soils samples in evaluation of subgrade materials.

The scope of our proposed services specifically excludes sampling and testing for the presence or distribution of hazardous materials. If hazardous materials are identified during field exploration, work will be stopped at that location and the client notified; a modified scope of services may be required.

*Foundation Report Details:* The foundation report will summarize subsurface exploration and field and laboratory soils testing, include a "Log of Test Borings" drawing (suitable for inclusion with plans) and discuss encountered earth materials and foundation conditions. Seismic criteria for use in structure design (peak bedrock acceleration, soils profile type, etc.) will be provided in accordance with typical Caltrans practice (using ARS online), including an evaluation of the potential for seismically induced liquefaction and ground instability. An ARS curve for the temporary bridge will be provided using the USGS 2008 Probabilistic Seismic Hazards Assessment Deaggregation website.

The report will discuss bank stability, structure foundation conditions/constraints and recommended type, level and loading of bridge foundation elements. All recommendations will be provided using current Caltrans LRFD Standards for foundation design. We will discuss encountered earth materials and conditions with respect to their effects on construction. The report will also include pavement structural section recommendations and recommendations for earthwork.

*Construction and Bidding Consultation/Plan Review:* Our services include consultation regarding questions of foundation materials/conditions that may emerge during design and review of structure plans with respect to our recommendations.

## **TASK 1.6 – UTILITY COORDINATION**

DHA will perform utility research and mapping based on the limits of the attached exhibit entitled "Mapping Limits". The first step of DHA's utility research process is to identify the utility service providers that may be impacted by the proposed project. DHA will prepare a list of potentially impacted utilities using, 1) the Mendocino County standard utility contact list, 2) the list of utility subscribers to the local Underground Service Alert (USA) service, 3) the list of utility providers that DHA has assembled over the years, and 4) the utility contact information posted on existing facilities in the vicinity of the project. The following is a brief description of the subsequent steps in DHA's utility research process:

Utility Request Letter – Immediately upon the receipt of the Notice to Proceed, DHA will send out the Utility Request Letter to the utility companies. The Utility Request Letters will provide a description of the proposed project scope and limits, and will formally request as-built documents and verification of the nature and location of existing utility facilities within the project limits. The documentation received from the utility companies will be reviewed. If necessary, follow-up communications with the utility companies will be made to clarify the size, type and extent of the existing facilities. DHA will compile the existing utility information onto an

electronic “existing utilities” drawing file tied into the project horizontal control and referenced to the project base mapping.

Upon receiving written approval for the completion of the CEQA and NEPA processes, Phase 2, Final Design, will commence.

## **PHASE 2**

### **Task 2.1 - Project Management and Coordination**

This task consists of directing the Project Team, project coordination with the County, affected agencies, including telephone coordination and conferences; monitoring schedule and budget performance; and preparing monthly progress reports, invoices, and schedule updates for the County. This is a continuation of the Project Management Tasks defined in Phase 1. DHA staff will meet with the County staff at a final design phase kick off meeting. At the final design phase kick off meeting, the preliminary design work produced to date, the final engineering scope of work, project requirements, design criteria, and the County’s most current scheduling and review requirements will be discussed.

### **Task 2.2 - Roadway Design**

The roadway civil design will proceed based on the approved Geometric Approval Drawings. The Title Sheet will include the appropriate County and federal funding project identification, as well as a sheet schedule, a vicinity map, the project legend, general notes, project control points, and appropriate signature approval blocks. The roadway Typical Section Sheet will include the roadway structural section as designed, based on a County supplied Traffic Index (TI) and the recommendations of the Geotechnical Report indicating the R-value. Plan, Profile and Superelevation sheets will be produced. The plan view will delineate the general roadway improvements and pavement dimensions. Geometric information, tied to the project control points, will be shown to sufficiently describe both the horizontal and vertical alignments. Water pollution control and erosion control plans will identify the required BMP’s to safeguard the creek from storm water run-off. Roadway design will be in accordance with County standards and Caltrans Highway Design Manual.

#### **Task 2.2.1 – 65% Roadway Design**

The DHA Team will prepare draft layout and profile sheets for the project site that may be impacted by the project and submit for geometric approval; Meet with County staff to review geometrics. Document and incorporate comments; Perform design and prepare draft plans to the 65% level; Request preliminary utility relocation plans and costs from all utility agencies possibly affected by the project; Perform 65% Quality Control Review and document; and Prepare for and meet with County staff to review 65% submittal.

#### **Task 2.2.2 – 100% Roadway Design**

The DHA Team will address 65% Agency comments; Develop roadway plans to the 100% level; Perform 100% Quality Control Review and document; Prepare 100% Roadway submittal, combine with bridge and other submittal items and submit to the County for review.

#### **Task 2.2.3 – Final Roadway Design**

The DHA Team will address 100% Agency comments; Finalize roadway plans; Perform Final Quality; Control Review and document; and Prepare Final Roadway submittal, combine with bridge and other submittal items and submit to the County for review.

### **Task 2.3 - Traffic Handling Design**

This task includes the traffic handling details anticipated for this project.

### **Task 2.4 - Utility Coordination/Design**

This task includes providing all necessary exhibits and drawings required for coordination with the Utility companies to resolve potential conflicts with overhead utility lines. Utility Coordination shall be as per Caltrans standards including:

- Preparing utility conflict maps.
- Preparing Utility "A" and "B" letters.
- Keeping a detailed utility diary with a log of all communications in table format.

Utility coordination related subsequent to a liability claim received from a public utility is not included in this scope of work. It is assumed no public utilities with prior and/or superior rights will be relocated.

The water main that crosses Davis Creek, which is attached to the downstream edge of the existing bridge, will need to be relocated to the new bridge. The staging of the bridge replacement will need to accommodate the temporary relocation and permanent relocation of the water main to the new bridge. It is assumed that the water agency will design the relocated water line and DHA will show saddles or hangers needed to support the water line in the bridge plans, with specifications written for the contractor to make the site available to the water company forces to install the water line.

### **Task 2.5 - Right-Of-Way Engineering**

DHA will provide the County with plats and legal descriptions for permanent ROW acquisition, and with exhibits needed to obtain temporary construction easements. The County will be responsible for appraisals and acquisition of all easements and/or ROW for the project. It is assumed that two parcels will require permanent ROW acquisition. Record of Survey is

### **Task 2.6 - Bridge Design and Detailing**

Bridge design will be in accordance with the LRFD Specifications with Caltrans amendments and applicable sections of the Bridge Memos to Designers and Bridge Design Aids manuals. The design will meet County, Caltrans and FHWA standards in effect as of the date of Notice to Proceed. Seismic design will be performed in accordance with latest edition of the Caltrans Seismic Design Criteria. Detailing of plans will be in accordance with Caltrans Bridge Design Details Manual. Both the design and detailing will be based on the use of the latest Mendocino County Standards and Caltrans Standard Plans and Standard Specifications.

### **Task 2.7 - 65% Plans Submittal**

A submittal of the 65% plans will be made to the County. A preliminary contract item list will be prepared, as well as an updated GP estimate reflecting any significant changes from the Type Selection report. DHA will perform an independent QA/QC review of the 65% plans and incorporate appropriate revisions prior to submittal to the County. Upon receipt of County comments on the 65% plans submittal, DHA will review and incorporate applicable revisions into the design and will resubmit at the 95% submittal.

### **Task 2.8 - Bridge Design Check**

Upon completion of the 65% submittal, the DHA Team will perform an independent design check of the bridge plans in conformance with usual Caltrans bridge design procedures.

## **Task 2.9 - Specifications**

Prior to the 95% PS&E Submittal, the plans will be reviewed by DHA and an updated contract items list will be produced. The technical specifications will then be compiled using the items list to collect and edit the latest Caltrans Standard Special Provisions (SSP's). DHA will prepare required technical special provisions for Sections 8, 9 and 10, and will compile with County supplied boilerplate specifications, including Section 4, order of work, time of completion, etc. The basis of the specifications shall be the latest Caltrans Standard Specifications. It is assumed that the County will prepare the "boiler plate" documents, including the notice to bidders, proposal, bond forms, and agreement. Required mitigation measures and permitting requirements from the environmental permits will be included in the specifications.

## **Task 2.10 - Engineer's Estimate**

Two independent sets of bridge quantity calculations will be prepared by individuals experienced in this work. The quantity calculations will be organized and detailed for use by field inspectors during construction. Standard Caltrans summary sheets will be used for bridge and road quantity calculations, aiding in facilitating the review process and use by the construction personnel. Bridge quantity estimators must agree within tolerances prescribed in Chapter 11 of the Caltrans Bridge Design Aids Manual. Any deviations will be resolved and the Marginal Estimate sheet will be prepared. Unit prices will be applied to each contract item resulting in the Engineer's Estimate of Probable Construction Cost (Estimate). Prices used will be based on the latest available data from the County and Caltrans, reflecting the location of the project and the quantity of each item. The estimate will be segregated into two categories: roadway and bridge. Non-participating costs, if any, will also be segregated.

## **Task 2.11 - Quality Control**

Quality control reviews will be conducted before the following submittals: 65% Plan Submittal; 100% PS&E; and Final PS&E. The plans will be reviewed for compatibility between portions of work and design disciplines, including a Road Plan Review as described in the Caltrans Memo to Designers 2-25. The plans will be reviewed for compatibility between portions of work and design disciplines, including a Road Plan Review as described in the Caltrans Memo to Designers 2-25. The Geotechnical Engineer shall review the Structure plans prior to the 65% Plan Submittal for compliance with the geotechnical recommendations.

## **Task 2.12 - Draft PS&E Submittal**

A submittal of 100% Draft PS&E will be made to the County. The submittal will include the plans, specifications and estimate. Five sets of 11x 17 plans with a set of special provisions and the Engineer's Estimate will be submitted to the County. DHA will perform an independent QA/QC review of the 100% plans, specifications and estimate and incorporate appropriate revisions prior to submittal to the County.

## **Task 2.13 – Environmental Permitting**

NSR will complete the following permitting tasks in coordination with the County:

### Section 404 Permit (U.S. Army Corps of Engineers)

Based on the nature of the proposed project and anticipated effects to Davis Creek, the project will likely qualify for coverage under Nationwide Permit #14 for Linear Transportation Projects. Preparation of an Individual Permit application or Letter of Permission is excluded from this scope of work. To obtain coverage under the Nationwide Permit, NSR will prepare a pre-construction notification letter and provide details on the anticipated project impacts (placement of fill) on waters of the United States, including wetlands. If mitigation is required for project impacts, we will prepare a

conceptual riparian mitigation plan that discusses on-site mitigation (if feasible) or use of available mitigation banks to offset impacts on wetlands or other waters. We assume a detailed mitigation plan will not be required.

NSR will provide an electronic version of the pre-construction notification letter to the County for review and will address any comments. Once finalized, the County will submit the application to the Corps and will be responsible for subsequent coordination.

Section 401 Water Quality Certification (North Coast Regional Water Quality Control Board)

In compliance with Section 401 of the Clean Water Act, NSR will prepare and submit a request for water quality certification for the project to the North Coast Regional Water Quality Control Board. A copy of the pre-construction notification letter may be attached to the request. The County would be required to pay any required fees to the State Water Resources Control Board.

Section 1600 Streambed Alteration Agreement (California Department of Fish and Game)

In compliance with Section 1601 of the California Fish and Game Code, NSR will prepare a Streambed Alteration Agreement application on behalf of the County for submittal to the CDFG (Yountville Office). The County would be required to pay the required permit application fee to the CDFG. As part of the environmental review process, NSR will ensure the draft IS/MND is submitted to CDFG for review to ensure that issues are resolved prior to adoption of the final CEQA document. This early coordination with CDFG will simplify the Streambed Alteration Agreement process.

**Task 2.14 - Final PS&E**

The final bridge contract documents will be prepared and submitted to the County as described below.

**Task 2.14.1 - Final Revisions**

Upon receipt of comments from the Draft PS&E submittal to the County, and other jurisdictional agencies, which will be routed through the County, final revisions will be made. DHA will incorporate appropriate comments in the plans, specifications, and estimate.

**Task 2.14.2 - Final Submittal**

DHA will incorporate comments and submit final plans, specifications and estimate to the County. DHA will perform an independent QA/QC review of the 100% submittal package and incorporate appropriate revisions prior to submittal to the County.

**Task 2.15 - Bid Period Consultation**

DHA will provide bidding assistance to the County. This will include consultation and interpretation of the contract documents and assisting the County in preparing addenda to the PS&E, and attending pre-bid or construction meetings and bid openings.

Construction phase support services would be negotiated following the bid opening as a separate contract, or as an amendment to this agreement.

[END OF SCOPE OF WORK]

## **EXHIBIT B**

### **COUNTY OF MENDOCINO AGREEMENT FOR ENGINEERING CONSULTANT SERVICES DAVIS CREEK BRIDGE REPLACEMENT ON EAST HILL ROAD**

#### **PAYMENT TERMS**

1. COUNTY shall pay CONSULTANT for all work required in the satisfactory completion of this Agreement in accordance with Consulting Services Cost Estimate outlined in item 6 below.
2. CONSULTANT's statement of charges shall be submitted to the COUNTY on a monthly basis.
3. Partial payments shall be made to the CONSULTANT by the COUNTY on a monthly basis in accordance with applicable charges for time-and-expense work that may be authorized by the COUNTY. In no event shall the amount paid to the CONSULTANT exceed the contract amount without prior written approval of the COUNTY.
4. Payments for work completed by CONSULTANT will be made by COUNTY within 30 days of receipt of CONSULTANT's invoice.
5. CONSULTANT agrees that the cost principles and procedures of Title 48, Part 31, Code of Federal Regulations shall be used to determine the allowability of individual items of cost.
6. The compensation payable to CONSULTANT hereunder shall not exceed the authorized contract amount for the term of this Agreement.

## SCHEDULE OF FEES – 2011-2012

Professional Services – Drake Haglan & Associates  
Fees valid from June 1, 2011 – May 31, 2012

Classification	Range	Hourly Rate
Principal Bridge Engineer/Principal Transportation Engineer/Engineering Services Manager/Project Manager		\$65-\$85
Senior Specialist/Environmental Services Manager		\$60-\$75
Senior Bridge Engineer/Senior Transportation Engineer/Resident Engineer/Project Engineer	Range A Range B Range C Range D	\$45-\$50 \$49-\$57 \$54-\$62 \$59-\$70
Bridge Engineer/Transportation Engineer	Range A Range B Range C	\$37-\$44 \$40-\$45 \$43-\$53
Senior Highway Designers/Senior Construction Inspectors	Range A Range B Range C	\$28-\$37 \$34-\$45 \$42-\$50
Assistant Bridge Engineer/Assistant Transportation Engineer	Range A Range B Range C	\$30-\$35 \$34-\$40 \$37-\$42
Highway Designer/Construction Inspector	Range A Range B Range C	\$26-\$33 \$30-\$35 \$33-\$40
Production Manager		\$40-\$52
CAD Manager		\$38-\$48
Senior CAD Draftsperson		\$35-\$44
CAD Draftsperson	Range A Range B Range C	\$24-\$31 \$28-\$35 \$33-\$38
Project Admin & Word Processing	Range A Range B	\$15-\$23 \$22-\$30
Administrative Manager		\$28-\$37
Administrative Specialist		\$28-\$38
Fringe Rate	43.70%	
Office Overhead	97.60%	
Total Overhead	141.30%	

*A fee of 10% will be added to labor and overhead costs. Office overhead covers provisions for normal office overhead costs such as rent, utilities, insurance, equipment, normal supplies and materials, and in-house reproduction services. Fringe rate includes provisions to cover payroll taxes, vacation, health and welfare costs, retirement benefits, etc. Project specific expenses such as subconsultants, travel and outside services will be billed at cost.*



[END OF PAYMENT TERMS]

## EXHIBIT C

### COUNTY OF MENDOCINO AGREEMENT FOR ENGINEERING CONSULTANT SERVICES DAVIS CREEK BRIDGE REPLACEMENT ON EAST HILL ROAD

#### INSURANCE REQUIREMENTS

Insurance coverage in a minimum amount set forth herein shall not be construed to relieve CONSULTANT for liability in excess of such coverage, nor shall it preclude COUNTY from taking such other action as is available to it under any other provisions of this Agreement or otherwise in law.

CONSULTANT agrees to indemnify and hold harmless COUNTY, its elected or appointed officials, employees or volunteers against any claims, actions, or demands against them, or any of them, and against any damages, liabilities or expenses, including costs of defense and attorney's fees, for personal injury or death, or for the loss or damage to the property, or any or all of them, to the extent arising out of the performance of this Agreement by CONSULTANT.

CONSULTANT affirms that s/he is aware of the provisions of Section 3700 of the California Labor Code which requires every employer to be insured against liability for the Workers' Compensation or to undertake self insurance in accordance with the provisions of the Code and CONSULTANT further assures that s/he will comply with such provisions before commencing the performance of work under this Agreement. CONSULTANT shall furnish to COUNTY certificate(s) of insurance evidencing Worker's Compensation Insurance coverage to cover its employees, and CONSULTANT shall require all subconsultants similarly to provide Workers' Compensation Insurance as required by the Labor Code of the State of California for all of CONSULTANT'S and subconsultants' employees.

CONSULTANT shall furnish to COUNTY certificates of insurance with Automobile Liability/General Liability/Professional Liability Endorsements evidencing at a minimum the following:

- a. Combined single limit bodily injury liability and property damage liability - \$1,000,000 each occurrence.
- b. Vehicle / Bodily Injury combined single limit vehicle bodily injury and property damage liability - \$500,000 each occurrence.
- c. Professional Liability coverage - \$1,000,000 per claim..

[END OF INSURANCE REQUIREMENTS]

## **EXHIBIT "D"**

### **COUNTY OF MENDOCINO AGREEMENT FOR ENGINEERING CONSULTANT SERVICES DAVIS CREEK BRIDGE REPLACEMENT ON EAST HILL ROAD**

#### **EXHIBIT 10-I: NOTICE TO PROPOSERS DISADVANTAGED BUSINESS ENTERPRISE INFORMATION**

The Agency has not established an Underutilized goal for this Agreement. However, proposers are encouraged to obtain DBE participation for this Agreement.

#### **1. TERMS AS USED IN THIS DOCUMENT**

- The term "Disadvantaged Business Enterprise" or "DBE" means a for-profit small business concern owned and controlled by a socially and economically disadvantaged person(s) as defined in Title 49, Part 26.5, Code of Federal Regulations (CFR).
- The term "Underutilized Disadvantaged Business Enterprise" or "UDBE." DBE classes that have been determined in the 2007 Caltrans Disparity Study to have a statistically significant disparity in their utilization in previously awarded transportation contracts. UDBEs include: African Americans, Native Americans, Asian-Pacific Americans, and Women.
- The term "Agreement" also means "Contract."
- Agency also means the local entity entering into this contract with the Contractor or Consultant.
- The term "Small Business" or "SB" is as defined in 49 CFR 26.65.

#### **2. AUTHORITY AND RESPONSIBILITY**

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

#### **3. SUBMISSION OF UDBE AND DBE INFORMATION**

If there is a UDBE goal on the contract, a "Local Agency Proposer UDBE Commitment (Consultant Contract)" (Exhibit 10-O1) form shall be included in the Request for Proposal. In order for a proposer to be considered responsible and responsive, the proposer must make good faith efforts to meet the goal established for the contract. If the goal is not met, the

proposer must document adequate good faith efforts. Only UDBE participation will be counted towards the contract goal; however, all DBE participation shall be collected and reported.

A "Local Agency Proposer DBE (Consultant Contracts)" (Exhibit 10-O2) form shall be included with the Request for Proposal. The purpose of the form is to collect data required under 49 CFR 26. For all contracts with UDBE goals, this form collects DBE participation by DBEs owned by Hispanic American and Subcontinent Asian American males (persons whose origin are from India, Pakistan, Bangladesh, Bhutan, Maldives Islands, Nepal or Sri Lanka). For contracts with no goals, this form collects information on all DBEs, including UDBEs. Even if no DBE participation will be reported, the successful proposer must execute and return the form.

#### **4. DBE PARTICIPATION GENERAL INFORMATION**

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

- A. A DBE must be a small business firm defined pursuant to 13 CFR 121 and be certified through the California Unified Certification Program (CUCP).
- B. A certified DBE may participate as a prime contractor, subcontractor, joint venture partner, as a vendor of material or supplies, or as a trucking company.
- C. A UDBE proposer not proposing as a joint venture with a non-DBE, will be required to document one or a combination of the following:
  1. The proposer is a UDBE and will meet the goal by performing work with its own forces.
  2. The proposer will meet the goal through work performed by UDBE subcontractors, suppliers or trucking companies.
  3. The proposer, prior to proposing, made adequate good faith effort to meet the goal.
- D. A DBE joint-venture partner must be responsible for specific contract items of work or clearly defined portions thereof. Responsibility means actually performing, managing, and supervising the work with its own forces. The DBE joint venture partner must share in the capital contribution, control, management, risks and profits of the joint venture commensurate with its ownership interest.
- E. A DBE must perform a commercially useful function, pursuant to 49 CFR 26.55, that is, a DBE firm must be responsible for the execution of a distinct element of the work and must carry out its responsibility by actually performing, managing and supervising the work.
- F. The proposer shall list only one subcontractor for each portion of work as defined in their proposal and all DBE subcontractors should be listed in the bid/cost proposal list of

subcontractors.

- G. A prime contractor who is a certified DBE is eligible to claim all of the work in the Agreement toward the DBE participation except that portion of the work to be performed by non-DBE subcontractors.

## 5. RESOURCES

- A. The CUCP database includes the certified DBEs from all certifying agencies participating in the CUCP. If you believe a firm is certified that cannot be located on the database, please contact the Caltrans Office of Certification toll free number 1-866-810-6346 for assistance. Proposer may call (916) 440-0539 for web or download assistance.

- B. Access the CUCP database from the Department of Transportation, Civil Rights, Business Enterprise Program website at: <http://www.dot.ca.gov/hq/bep/>.

- Click on the link in the left menu titled *Disadvantaged Business Enterprise*
- Click on *Search for a DBE Firm* link
- Click on *Access to the DBE Query Form* located on the first line in the center of the page
- Searches can be performed by one or more criteria
- Follow instructions on the screen

- C. How to Obtain a List of Certified DBEs without Internet Access

- D. DBE Directory: If you do not have Internet access, Caltrans also publishes a directory of certified DBE firms extracted from the online database. A copy of the directory of certified DBEs may be ordered at: <http://caltrans-opac.ca.gov/publicat.htm>

## 6. MATERIALS OR SUPPLIES PURCHASED FROM DBES COUNTY TOWARDS DBE CREDIT, AND IF A DBE IS ALSO A UDBE, PURCHASES WILL COUNT TOWARDS THE UDBE GOAL UNDER THE FOLLOWING CONDITIONS:

- A. If the materials or supplies are obtained from a DBE manufacturer, count 100 percent of the cost of the materials or supplies. A DBE manufacturer is a firm that operates or maintains a factory, or establishment that produces on the premises the materials, supplies, articles, or equipment required under the Agreement and of the general character described by the specifications.
- B. If the materials or supplies purchased from a DBE regular dealer, count 60 percent of the cost of the materials or supplies. A DBE regular dealer is a firm that owns, operates or maintains a store, warehouse, or other establishment in which the materials, supplies, articles or equipment of the general character described by the specifications and required under the Agreement are bought, kept in stock, and regularly sold or leased to the public in the usual course of business. To be a DBE regular dealer, the firm must be an established, regular business that engages, as its principal business and under its

own name, in the purchase and sale or lease of the products in question. A person may be a DBE regular dealer in such bulk items as petroleum products, steel, cement, gravel, stone or asphalt without owning, operating or maintaining a place of business provided in this section.

- C. If the person both owns and operates distribution equipment for the products, any supplementing of regular dealers' own distribution equipment shall be, by a long-term lease agreement and not an ad hoc or Agreement-by-Agreement basis. Packagers, brokers, manufacturers' representatives, or other persons who arrange or expedite transactions are not DBE regular dealers within the meaning of this section.
- D. Materials or supplies purchased from a DBE, which is neither a manufacturer nor a regular dealer, will be limited to the entire amount of fees or commissions charged for assistance in the procurement of the materials and supplies, or fees or transportation charges for the delivery of materials or supplies required on the job site, provided the fees are reasonable and not excessive as compared with fees charged for similar services.

**7. FOR DBE TRUCKING COMPANIES: CREDIT FOR DBES WILL COUNTY TOWARDS DBE CREDIT, AND IF A DBE IS A UDBE, CREDIT WILL COUNT TOWARDS THE UDBE GOAL UNDER THE FOLLOWING CONDITIONS:**

- A. The DBE must be responsible for the management and supervision of the entire trucking operation for which it is responsible on a particular Agreement, and there cannot be a contrived arrangement for the purpose of meeting the UDBE goal.
- B. The DBE must itself own and operate at least one fully licensed, insured, and operational truck used on the Agreement.
- C. The DBE receives credit for the total value of the transportation services it provides on the Agreement using trucks it owns, insures, and operates using drivers it employs.
- D. The DBE may lease trucks from another DBE firm, including an owner-operator who is certified as a DBE. A DBE who leases trucks from another DBE receives credit for the total value of the transportation services the lessee DBE provides on the Agreement.
- E. The DBE may also lease trucks from a non-DBE firm, including an owner-operator. A DBE who leases trucks from a non-DBE is entitled to credit only for the fee or commission it receives as a result of the lease arrangement. A DBE does not receive credit for the total value of the transportation services provided by the lessee, since these services are not provided by the DBE.
- F. For the purposes of this Section D, a lease must indicate that the DBE has exclusive use and control over the truck. This does not preclude the leased truck from working for others during the term of the lease with the consent of the DBE, as long as the lease gives the DBE absolute priority for use of the leased truck. Leased trucks must display the name and identification number of the DBE.

## EXHIBIT 10-J: STANDARD AGREEMENT FOR SUBCONTRACTOR/DBE PARTICIPATION

### **1. Subcontractors**

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

### **2. Disadvantaged Business Enterprise (DBE) Participation**

- A. This Agreement is subject to 49 CFR, Part 26 entitled "Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs." Proposers who obtain DBE participation on this contract will assist Caltrans in meeting its federally mandated statewide overall DBE goal.
- B. If the contract has an underutilized DBE (UDBE) goal, the Consultant must meet the UDBE goal by committing UDBE participation or document a good faith effort to meet the goal. If a UDBE subconsultant is unable to perform, the Consultant must make a good faith effort to replace him/her with another UDBE subconsultant, if the goal is not otherwise met. A UDBE is a firm meeting the definition of a DBE as specified in 49 CFR and is one of the following groups: African Americans, Native Americans, Asian-Pacific Americans, or Women.
- C. 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 Consultant, sub-recipient or subconsultant shall not discriminate on the basis of race, color, national origin, or sex in the performance of this Agreement. The Consultant shall carry out applicable requirements of 49 CFR, Part 26 in the award and administration of US DOT – assisted agreements. Failure by the Consultant to carry out these requirements is a material breach of this Agreement, which may result in the termination of this Agreement or such other remedy as the recipient deems appropriate.

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

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

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

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

- A. The Agency shall hold retainage from the prime consultant and shall make prompt and regular incremental acceptances of portions, as determined by the agency, of the contract work, and pay retainage to the prime contractor based on these acceptances. The prime consultant, or subconsultant, shall return all monies withheld in retention from a subconsultant within 30 days after receiving payment for work satisfactorily completed and accepted including incremental acceptances of portions of the contract work by the agency. Federal law (49 CFR26.29) requires that any delay or postponement of payment over 30 days may take place only for good cause and with the agency's prior written approval. Any violation of this provision shall subject the violating prime consultant or subconsultant to the penalties, sanctions and other remedies specified in Section 7108.5 of the Business and Professions Code. These requirements shall not be construed to limit or impair any contractual, administrative, or judicial remedies, otherwise available to the prime consultant or subconsultant in the event of a dispute involving late payment or nonpayment by the prime contractor, deficient subconsultant performance, or noncompliance by a subcontractor. This provision applies to both DBE and non-DBE prime consultant and subconsultant.
- B. Any subcontract entered into as a result of this Agreement shall contain all of the

provisions of this section.

## 5. DBE Records

- A. The Consultant shall maintain records of materials purchased and/or supplied from all subcontracts entered into with certified DBEs. The records shall show the name and business address of each DBE or vendor and the total dollar amount actually paid each DBE or vendor, regardless of tier. The records shall show the date of payment and the total dollar figure paid to all firms. DBE prime consultants shall also show the date of work performed by their own forces along with the corresponding dollar value of the work.
- B. Upon completion of the Agreement, a summary of these records shall be prepared and submitted on the form entitled, "Final Report-Utilization of Disadvantaged Business Enterprises (DBE), First Tier Subcontractors" CEM-2402F (Exhibit 17-F, Chapter 17, of the LAPM), certified correct by the Consultant or the Consultant's authorized representative and shall be furnished to the Contract Manager with the final invoice. Failure to provide the summary of DBE payments with the final invoice will result in 25% of the dollar value of the invoice being withheld from payment until the form is submitted. The amount will be returned to the Consultant when a satisfactory "Final Report Utilization of Disadvantaged Business Enterprises (DBE), First Tier Subcontractors" is submitted to the Contract Manager.
  - 1) Prior to the fifteenth of each month, the Contractor shall submit documentation to the Agency's Contract Manager showing the amount paid to DBE trucking companies. The Contractor shall also obtain and submit documentation to the Agency's Contract Manager showing the amount paid by DBE trucking companies to all firms, including owner-operators, for the leasing of trucks. If the DBE leases trucks from a non-DBE, the Consultant may count only the fee or commission the DBE receives as a result of the lease arrangement.
  - 2) The Consultant shall also submit to the Agency's Contract Manager documentation showing the truck number, name of owner, California Highway Patrol CA number, and if applicable, the DBE certification number of the truck owner for all trucks used during that month. This documentation shall be submitted on the Caltrans "Monthly DBE Trucking Verification", CEM-2404(F) form provided to the Contractor by the Agency's Contract Manager.

## 6. DBE Certification and Decertification Status

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

**Materials or supplies purchased from DBEs will count towards DBE credit, and if a DBE is also a UDBE, purchases will count towards the UDBE goal under the following conditions:**

- A. If the materials or supplies are obtained from a DBE manufacturer, 100 % of the cost of the materials or supplies will count toward the DBE participation. A DBE manufacturer is a firm that operates or maintains a factory or establishment that produces on the premises the materials, supplies, articles, or equipment required under the Agreement and of the general character described by the specifications.
- B. If the materials or supplies purchased from a DBE regular dealer, count 60 % of the cost of the materials or supplies toward DBE goals. A regular dealer is a firm that owns, operates or maintains a store, warehouse, or other establishment in which the materials, supplies, articles or equipment of the general character described by the specifications and required under the Agreement, are bought, kept in stock, and regularly sold or leased to the public in the usual course of business. To be a regular dealer, the firm must be an established, regular business that engages, as its principal business and under its own name, in the purchase and sale or lease of the products in question. A person may be a regular dealer in such bulk items as petroleum products, steel, cement, gravel, stone or asphalt without owning, operating or maintaining a place of business provided in this section.
- C. If the person both owns and operates distribution equipment for the products, any supplementing of regular dealers' own distribution equipment, shall be by a long-term lease agreement and not an ad hoc or Agreement-by-Agreement basis. Packagers, brokers, manufacturers' representatives, or other persons who arrange or expedite transactions are not DBE regular dealers within the meaning of this section.
- D. Materials or supplies purchased from a DBE, which is neither a manufacturer nor a regular dealer, will be limited to the entire amount of fees or commissions charged for assistance in the procurement of the materials and supplies, or fees or transportation charges for the delivery of materials or supplies required on the job site, provided the fees are reasonable and not excessive as compared with fees charged for similar services.

**For DBE trucking companies: credit for DBEs will count towards DBE credit, and if a DBE is also a UDBE, credit will count towards the UDBE goal under the following conditions:**

- A. The DBE must be responsible for the management and supervision of the entire trucking operation for which it is responsible.
- B. The DBE must itself own and operate at least one fully licensed, insured, and operational truck used on the Agreement.
- C. The DBE receives credit for the total value of the transportation services it provides on the Agreement using trucks it owns, insures, and operates using drivers it employs.
- D. The DBE may lease trucks from another DBE firm including an owner-operator who is certified as a DBE. The DBE who leases trucks from another DBE receives credit for the total value of the transportation services the lessee DBE provides on the Agreement.

- E. The DBE may also lease trucks from a non-DBE firm, including an owner-operator. The DBE who leases trucks from a non-DBE is entitled to credit only for the fee or commission it receives as a result of the lease arrangement. The DBE does not receive credit for the total value of the transportation services provided by the lessee, since these services are not provided by the DBE.
- F. For the purposes of this section, a lease must indicate that the DBE has exclusive use and control over the truck. This does not preclude the leased truck from working for others during the term of the lease with the consent of the DBE, as long as the lease gives the DBE absolute priority for use of the leased truck. Leased trucks must display the name and identification number of the DBE.

[END OF DISADVANTAGED BUSINESS ENTERPRISE INFORMATION]



**INSTRUCTIONS – LOCAL AGENCY PROPOSER UDBE COMMITMENT  
(CONSULTANT CONTRACTS)**

**ALL PROPOSERS:**

**PLEASE NOTE:** It is the proposer's responsibility to verify that the UDBE(s) falls into one of the following groups in order to count towards the UDBE contract goal: 1) African Americans; 2) Asian-Pacific Americans; 3) Native Americans; 4) Women. This information must be submitted with your proposal. Failure to submit the required UDBE commitment will be grounds for finding the proposal nonresponsive.

A "UDBE" is a firm meeting the definition of a DBE as specified in 49 CFR and is one of the following groups: African Americans, Native Americans, Asian-Pacific Americans, or Women.

The form requires specific information regarding the consultant contract: Local Agency, Location, Project Description, Proposal Date, Proposer's Name, and Contract UDBE Goal.

The form has a column for the Work Item Number and Description or Services to be subcontracted to UDBEs (or performed if the proposer is a UDBE). The UDBE prime contractors shall indicate all work to be performed by UDBEs including work to be performed by its own forces, if a UDBE. The UDBE shall provide a certification number to the Consultant and notify the Consultant in writing with the date of decertification if their status should change during the course of the contract. Enter UDBE prime consultant and subconsultant certification numbers. The form has a column for the Names of certified UDBEs to perform the work (must be certified on the date proposals are due and include UDBE address and phone number).

There is a column for the percent participation of each UDBE. Enter the Total Claimed UDBE Participation percentage of items of work submitted with proposal pursuant to the Special Provisions. (If 100% of item is not to be performed or furnished by the UDBE, describe exact portion of time to be performed or furnished by the UDBE.) See "Notice to Proposers Disadvantaged Business Enterprise Information," (Exhibit 10-I) to determine how to count the participation of UDBE firms. **Note:** If the proposer has not met the contract goal, the local agency must evaluate the proposer's good faith efforts to meet the goal in order to be considered for award of the contract.

Exhibit 10-01 must be signed and dated by the consultant submitting the proposal. Also list a phone number in the space provided and print the name of the person to contact.

**For the Successful Proposer only, local agencies** should complete the Proposal Number, Federal-aid Project Number, Federal Share, and Proposal Date fields and verify that all information is complete and accurate before filing.



**INSTRUCTIONS - LOCAL AGENCY PROPOSER DBE INFORMATION  
(CONSULTANT CONTRACTS)**

**SUCCESSFUL PROPOSER:**

The form requires specific information regarding the consultant or other contract: Local Agency, Location, Project Description, Total Contract Amount, Proposal Date, and successful Proposer's Name.

The form has a column for the Work Item Number and Description or Services to be Subcontracted to DBEs. The prime consultant shall indicate all work to be performed by DBEs including, if the prime consultant is a DBE, work performed by its own forces, if a DBE. The DBE shall provide a certification number to the prime consultant. Enter DBE prime consultant's and subconsultant's certification number. The form has a column for the Names of DBE certified contractors to perform the work (must be certified on or before the proposals are due and include DBE address and phone number).

Enter the Total Claimed DBE Participation dollar amount of items of work in the total DBE Dollar Amount column. (If 100% of item is not to be performed by the DBE, describe exact portion of time to be performed by the DBE.) See "Notice to Proposers Disadvantaged Business Enterprise Information," ( Exhibit 10-I) to determine how to count the participation of DBE firms.

Exhibit 10-O2 must be signed and dated by the successful proposer at contract execution. Also list a phone number in the space provided and print the name of the person to contact.

**Local agencies** should complete the Contract Number, Federal-aid Project Number, Federal Share, and Contract Award fields and verify that all information is complete and accurate before signing and sending a copy of the form to the District Local Assistance Engineer within 15 days of contract execution. Failure to submit a completed and accurate form within the 15-day time period may result in the deobligation of funds on this project.

**District DBE Coordinator** should verify that all information is complete and accurate. Once the information has been verified, the **District Local Assistance Engineer** signs and dates the form.

**Exhibit 10-P Nonlobbying Certification For Federal-Aid Contracts**

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

- (1) No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.

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

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



**INSTRUCTIONS FOR COMPLETION OF SF-LLL,  
DISCLOSURE OF LOBBYING ACTIVITIES**

This disclosure form shall be completed by the reporting entity, whether subawardee or prime federal recipient at the initiation or receipt of covered federal action or a material change to previous filing pursuant to title 31 U.S.C. Section 1352. The filing of a form is required for such payment or agreement to make payment to lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress an officer or employee of Congress or an employee of a Member of Congress in connection with a covered federal action. Attach a continuation sheet for additional information if the space on the form is inadequate. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered federal action for which lobbying activity is and/or has been secured to influence, the outcome of a covered federal action.
2. Identify the status of the covered federal action.
3. Identify the appropriate classification of this report. If this is a follow-up report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last, previously submitted report by this reporting entity for this covered federal action.
4. Enter the full name, address, city, state and zip code of the reporting entity. Include Congressional District if known. Check the appropriate classification of the reporting entity that designates if it is or expects to be a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the first tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.
5. If the organization filing the report in Item 4. checks "Subawardee" then enter the full name, address, city, State and zip code of the prime federal recipient. Include Congressional District, if known.
6. Enter the name of the federal agency making the award or loan commitment. Include at least one organization level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the federal program name or description for the covered federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans and loan commitments.
8. Enter the most appropriate federal identifying number available for the federal action identification in item 1 (e.g., Request for Proposal (RFP) number, Invitation for Bid (IFB) number, grant announcement number, the contract grant. or loan award number, the application/proposal control number assigned by the federal agency). Include prefixes, e.g., "RFP-DE-90-001."
9. For a covered federal action where there has been an award or loan commitment by the Federal agency, enter the federal amount of the award/loan commitments for the prime entity identified in item 4 or 5.
10. (a) Enter the full name, address, city, state and zip code of the lobbying entity engaged by the reporting entity identified in Item 4. to influenced the covered federal action.  
(b) Enter the full names of the individual(s) performing services and include full address if different from 10 (a). Enter Last Name, First Name and Middle Initial (MI).
11. Enter the amount of compensation paid or reasonably expected to be paid by the reporting entity (Item 4) to the lobbying entity (Item 10). Indicate whether the payment has been made (actual) or will be made (planned). Check all boxes that apply. If this is a material change report, enter the cumulative amount of payment made or planned to be made.
12. Check the appropriate box(es). Check all boxes that apply. If payment is made through an in-kind contribution, specify the nature and value of the in-kind payment.
13. Check the appropriate box(es). Check all boxes that apply. If other, specify nature.
14. Provide a specific and detailed description of the services that the lobbyist has performed or will be expected to perform and the date(s) of any services rendered. Include all preparatory and related activity not just time spent in actual contact with federal officials. Identify the federal officer(s) or employee(s) contacted or the officer(s) employee(s) or Member(s) of Congress that were contacted.
15. Check whether or not a continuation sheet(s) is attached.
16. The certifying official shall sign and date the form, print his/her name title and telephone number.

Public reporting burden for this collection of information is estimated to average 30-minutes per response, including time for reviewing instruction, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, D.C. 20503.

SF-LLL-Instructions Rev. 06-04-90«ENDIF»

## **CALTRANS EXHIBIT 10-D ADDITIONS**

### **TERMS AND CONDITIONS OR PROJECTS WITH FHWA/CALTRANS FUNDS**

1. The Mendocino County Department of Transportation's Contract Administrator is Larry Alexander, Deputy Director of Transportation, Engineering Division or his designee.
2. The Consultant's Project Manager is Cathy McKeon.
3. The Cost Principles and Procedures, 48 CFR, Federal Acquisition Regulations System, Chapter 1, Part 31 et seq., are the governing factors regarding allowable elements of cost. This applies to consultant and any sub consultants in excess of \$25,000.
4. The Consultant, RAU & Associates Inc. is a California Corporation. 100 North Pine St. Ukiah, California is the office location.
5. Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments, 49 CFR, Part 18, shall apply. This also applies to all subcontracts in excess of \$25,000.
6. The Consultant warrants that it has not employed or retained any company or person, other than a bona fide employee working for the consultant; to solicit or secure this Agreement; and that it has not paid or agreed to pay any company or person other than a bona fide employee, any fee, commission, percentage, brokerage fee, gift, or any other consideration, contingent upon or resulting from the award, or formation of this Agreement. For breach or violation of this warranty, the local agency shall have the right to annul this Agreement without liability, or at its discretion; to deduct from the agreement price or consideration, or otherwise recover the full amount of such fee, commission, percentage, brokerage fee, gift, or contingent fee.
7. The responsible consultant/engineer shall sign all plans, specifications, estimates, and engineering data furnished by it, and where appropriate, include the California registration number of the licensed professional in charge of the work.
8. FHWA and the State of California shall have the royalty-free nonexclusive and irrevocable right to reproduce, publish, or otherwise use tracings, plans, specifications, basic survey notes, sketches, charts, computations, maps, documents, and other data prepared, or obtained under the terms of the Agreement; and to authorize others to use the work for government purposes.
9. Patent-rights provisions described in 37 CFR 401 regarding rights to inventions is applicable to this Agreement as appropriate.
10. Mutually acceptable changes in the scope, character, or complexity of the work, if such changes become desirable or necessary as the work progresses, adjustments to the basis of payment may be paid for based on the Consultant's hourly rates and fees stated on the Consultant's Fee Schedule (Exhibit FS), and the time for performance of the work adjusted accordingly.

11. County shall pay Consultant at the Consultant's hourly rates and fees stated on the Consultant's Fee Schedule attached.
12. Consultant will be required to make subsurface investigations. Consultant will be responsible to make preliminary geotechnical surveys.
13. Consultant services are considered to be a personal relationship between client and principal; therefore, agreements in which participating federal and/pr state funds are furnished shall contain a clause expressly prohibiting the subcontracting, assignment, or transfer of any of the work except, as otherwise, provided for in the executed agreement. All contracts shall provide that subcontracts exceeding \$25,000 in cost shall contain all required provisions of the prime contract.
14. Consultants must give consideration to DBE firms as specified in 23 CFR 172.5(b), 49 CFR, Part 26, and Exhibit 10-I "Notice to Proposers Disadvantage Business Enterprise Information."
15. The following exhibits, are included herewith and are made a part of this Agreement:
  - EXHIBIT 10-F Certification of Consultant, Commissions and Fees
  - EXHIBIT 10-G Certification of Local Agency
  - EXHIBIT 12-E, Attachment E – Debarment and Suspension Certification

Exhibit 10-F Certification of Consultant, Commissions & Fees

**CERTIFICATION OF CONSULTANT**

I HEREBY CERTIFY that I am the \_\_\_\_\_, and duly authorized representative of the firm of \_\_\_\_\_, whose address is \_\_\_\_\_, and that, except as hereby expressly stated, neither I nor the above firm that I represent have:

- (a) employed or retained for a commission, percentage, brokerage, contingent fee, or other consideration, any firm or person (other than a bona fide employee working solely for me or the above consultant) to solicit or secure this agreement; nor
- (b) agreed, as an express or implied condition for obtaining this contract, to employ or retain the services of any firm or person in connection with carrying out the agreement; nor
- (c) paid, or agreed to pay, to any firm, organization or person (other than a bona fide employee working solely for me or the above consultant) any fee, contribution, donation, or consideration of any kind, for or in connection with, procuring or carrying out this agreement.

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

\_\_\_\_\_  
(Date)

\_\_\_\_\_  
(Signature)

Exhibit 10-G Certification of Local Agency

**CERTIFICATION OF LOCAL AGENCY**

I HEREBY CERTIFY that I am the \_\_\_\_\_ of the \_\_\_\_\_, and that the consulting firm of \_\_\_\_\_, or its representative has not been required (except as herein expressly stated), directly or indirectly, as an express or implied condition in connection with obtaining or carrying out this Agreement to:

- (a) employ, retain, agree to employ or retain, any firm or person, or
- (b) pay or agree to pay, to any firm, person or organization, any fee, contribution, donation, or consideration of any kind.

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

\_\_\_\_\_  
(Date)

\_\_\_\_\_  
(Signature)

## DEBARMENT AND SUSPENSION CERTIFICATION

### TITLE 49, CODE OF FEDERAL REGULATIONS, PART 29

The bidder, under penalty of perjury, certifies that, except as noted below, he/she or any other person associated therewith in the capacity of owner, partner, director, officer, and 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 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 3 years.

If there are any exceptions to this certification, insert the exceptions in the following space.

Exceptions will not necessarily result in denial of award, but will be considered in determining bidder responsibility. For any exception noted above, indicate below to whom it applies, initiating agency, and dates of action.

Notes: Providing false information may result in criminal prosecution or administrative sanctions. The above certification is part of the Proposal. Signing this Proposal on the signature portion thereof shall also constitute signature of this Certification.