

**COUNTY OF MENDOCINO
STANDARD SERVICES AGREEMENT
USAL CREEK BRIDGE REPLACEMENT ON USAL ROAD
ON COUNTY ROAD 431 AT MILE POST 5.93**

This Agreement, dated as of June 20, 2017, is by and between the COUNTY OF MENDOCINO, hereinafter referred to as the "COUNTY", and Drake Haglan & Associates; 11060 White Rock Road, Suite 200; Rancho Cordova, CA 95670, hereinafter referred to as the "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,

WHEREAS, COUNTY desires to obtain CONSULTANT for its Professional Engineering Services; 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 (A1 – A28)
Exhibit B	Payment Terms (B1 – B3)
Exhibit C	Insurance Requirements (C1)
Exhibit D	Disadvantaged Business Enterprise Information and Forms (D1 – D21)
Exhibit E	Required Federal Contract Provisions (E1 – E10)

Certain terms and provisions are required to be a part of this Agreement since COUNTY is utilizing federal funding to pay for the services of CONTRACTOR described in Exhibit "A". These terms and provisions are located in Exhibit "E" of this Agreement and, for the purposes of this Agreement only, shall control and supersede any provisions to the contrary located in the body of the Agreement.

The term of this Agreement shall be from June 1, 2017 through December 31, 2023.

The total compensation to CONSULTANT under this Agreement shall not exceed eight hundred fifty-two thousand nine hundred sixty-four dollars (\$852,965), pursuant to the terms of this paragraph. Work under this Agreement is being funded through grants obtained by COUNTY from the Federal Highway Administration, which will be split into two allocations, Allocation 1 and Allocation 2. Exhibit A specifies the work to be

performed with the funding from each Allocation. The compensation payable to CONSULTANT hereunder for Allocation 1 work shall not exceed five hundred fifty-four thousand five hundred dollars (\$554,500), which work is authorized to commence with the execution of this Agreement. Allocation 2 work, the compensation for which shall not exceed the amount of two hundred ninety-eight thousand four hundred sixty-five dollars (\$298,465), shall be authorized in writing by COUNTY following COUNTY's receipt of Allocation 2 grant funding. CONSULTANT shall not commence Allocation 2 work and shall not be entitled to receive compensation in excess of the Allocation 1 funding (\$554,500) without receiving written authorization from COUNTY to commence Allocation 2 work.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

DEPARTMENT FISCAL REVIEW:

DEPARTMENT NAME: Mendocino County
Department of Transportation

Howard N. Dashiell 4/2/17
Howard N. Dashiell, Director DATE

Budgeted: ☒ Yes ☐ No

Budget Unit: 3041

Line Item: 2184

Grant: ☒ Yes ☐ No

Grant No.: FHWA E-76, BRLO-5910(100)

COUNTY OF MENDOCINO

By: John McCowen
JOHN MCCOWEN, Chair
BOARD OF SUPERVISORS **JUN 20 2017**

ATTEST:

CARMEL J. ANGELO, Clerk of said Board

By: [Signature]
Deputy **JUN 20 2017**

I hereby certify that according to the provisions of Government Code Section 25103, delivery of this document has been made.

CARMEL J. ANGELO, Clerk of said Board

By: [Signature]
Deputy **JUN 20 2017**

INSURANCE REVIEW:

RISK MANAGER

By: [Signature]
ALAN D. FLORA, Risk Manager

DRAKE HAGLAN & ASSOCIATES

By: [Signature]

NAME AND ADDRESS OF CONSULTANT:

Drake Haglan & Associates

11060 White Rock Road, Suite 200

Rancho Cordova, CA 95670

By signing above, signatory warrants and represents that he/she executed this Agreement in his/her authorized capacity and that by his/her signature on this Agreement, he/she or the entity upon behalf of which he/she acted, executed this Agreement

COUNTY COUNSEL REVIEW:

APPROVED AS TO FORM:

KATHARINE L. ELLIOTT,
County Counsel

By: [Signature]
Deputy

FISCAL REVIEW:

By: [Signature]
Deputy CEO/Fiscal

EXECUTIVE OFFICE REVIEW:

APPROVAL RECOMMENDED

By: [Signature]
CARMEL J. ANGELO, Chief Executive Officer

Signatory Authority: \$0-25,000 Department; \$25,001- 50,000 Purchasing Agent; **\$50,001+**
Board of Supervisors

Exception to Bid Process Required/Completed ☐ _____

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 Contractor. 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 Contractors 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:** To the fullest extent permitted by law, CONSULTANT shall indemnify and hold harmless the COUNTY, its officers, agents, and employees, from and against any and all claims, liabilities, and losses, including damages to property and injuries to, or death of, person, that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of CONSULTANT, its officers, employees, agents, contractors, subconsultants, or any person under its direction or control, in connect with the CONSULTANT's performance of its obligations under this AGREEMENT. CONSULTANT's obligations under this section exist regardless of concurrent negligence or willful misconduct on the part of COUNTY or any other person; provided, however, that CONSULTANT will not be required to indemnify COUNTY for the proportion of liability a court determines does not arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of CONSULTANT, its officers, employees, agents, contractors, subconsultants, or any person under its direction or control.
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.

of the injured or deceased person(s); (2) name and address of CONSULTANT's sub-contractor, 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 subcontractors 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: COUNTY OF MENDOCINO
DEPARTMENT OF TRANSPORTATION
340 Lake Mendocino Drive
Ukiah, CA 95482
Attn: Howard Dashiell, Director

To CONSULTANT: Drake Haglan & Associates.
11060 White Rock Road, Suite 200
Rancho Cordova, CA 95670
Attn: Stacey Alliguie

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 engage in any unlawful discrimination.
 - 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, 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, engaged in any unlawful discrimination.
 - 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 this paragraph 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 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 Professional Engineering Services shall not exceed \$852,965 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. **VENUE:** All lawsuits relating to this contract must be filed in Mendocino County Superior Court, Mendocino County, California.
23. **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.

24. **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.
25. **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.
26. **HEADINGS:** Herein are for convenience of reference only and shall in no way affect interpretation of this Agreement.
27. **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.
28. **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.
29. **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 subcontractors identified in Exhibit "A" and shall not substitute subcontractors without COUNTY's prior written approval.
 - c. CONSULTANT shall remain fully responsible for compliance by its subcontractors with all the terms of this Agreement, regardless of the terms of any agreement between CONSULTANT and its subcontractors.
- 30. 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.
- 31. 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.
- 32. 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 32 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 32, 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.

33. 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]

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CONSULTANT AGREEMENT EXHIBIT A

COUNTY OF MENDOCINO AGREEMENT FOR ENGINEERING CONSULTANT SERVICES USAL CREEK BRIDGE REPLACEMENT ON USAL ROAD

DEFINITION OF SERVICES

CONSULTANT shall provide the following services:

The following is the Scope of Work and understanding of the tasks required for Mendocino County Department of Transportation project number B1601, the "Usal Creek Bridge Replacement on Usal Road".

It is understood that the services covered under this contract are design professional services and will be performed under the responsible charge of a Registered Engineer in the State of California. It is also understood that work performed under this contract is considered to be performed by CONSULTANT, whether it be by CONSULTANT or a sub CONSULTANT under contract to CONSULTANT.

Work will be performed under the guidance of the Local Assistance Procedures Manual and the Local Assistance Program Guidelines as well as current design standards applicable to the project.

Task numbers are for the organization of work as well as management of COUNTY's program for all federally funded projects. As a result, no task numbers will be added, removed or changed.

Allocation 1 of this Scope of Work includes studies required to satisfy the NEPA and CEQA processes and engineered plans to approximate 60% completion in support of the environmental approval process.

Allocation 2 of this Scope of Work includes the NEPA and CEQA compliance; complete plans, specifications and detailed cost estimate; required project permits and construction assistance. The use of the term "allocation" above is for separation of funding allocations only. The whole of Preliminary Engineering is, itself, is a single-phase process and the use of the term "allocation" should not be confused for any sort of phasing. The first funding allocation is expected to be suitable to complete the activities described in "Allocation 1".

Assumptions:

1. For development of the scope and fee, project duration through Final PS&E is 36 months.
2. Although an extended phase 1 cultural study is anticipated, the extent of the investigation cannot be quantified until further investigation is performed and coordination with Caltrans is started on the project. Therefore, time for this work has not been included in the fee at this time.
3. No utility relocations or right of way acquisition is anticipated. If acquisition is deemed to be necessary, the COUNTY is responsible for all acquisition tasks.
4. The actual costs may differ from task to task from that proposed in the fee, but the overall fee will not be exceeded unless additional work is requested and approved by the

COUNTY. Fee for any such additional work will be negotiated prior to the additional work being performed.

5. Scope and fee assumes two rounds of comments will be needed to finalize cultural resources documents.
6. Spotted Owl is assumed to be present so no formal spotted owl surveys will be performed.
7. NEPA clearance is assumed to be a Categorical Exclusion (CE).
8. CEQA clearance is assumed to be Initial Study/Mitigated Negative Declaration (IS/MND)
9. Stage construction will not be required. New bridge will be placed on new alignment and built full width in one phase.
10. No aerial deposited lead is present at the site thus no testing will be performed.
11. A HRER report is not required.
12. Lateral spreading analysis for bridge support design is not included in the scope and fee for this project.
13. COUNTY is responsible for securing the public meeting venue and paying all fees required for use

SERVICES TO BE PROVIDED BY COUNTY

COUNTY will make appropriate staff available for meetings and site visits.

COUNTY is responsible for securing and paying for the public meeting venue.

COUNTY to provide all appraisal and acquisition services.

COUNTY will review all reports for approval: either as the approving agency or prior to submittal to an approving agency.

COUNTY will file the Notice of Determination with the County Clerk.

COUNTY will prepare any needed Permission to Enter documents for access to private property.

TASK 1 Project Management and Coordination

A simple database has been created as an Excel workbook. In it are the various data that are regularly requested in project forms. The workbook acts as a data document for the forms constructed as "merge" documents that glean data from the database. COUNTY will provide a copy of this data file and the accompanying Word documents.

It is assumed that the duration of the project will be up to 36 months. Additional budget may be needed for project management and coordination if the duration of this phase lasts longer than 36 months.

Project Management and Coordination will include the following subtasks:

Task 1.1 Project Initiation

1.1.1 Kick-off Meeting

Includes a meeting at the COUNTY offices.

Attendees will include the COUNTY project manager, CONSULTANT project manager and point of contact and, if available, staff from Caltrans District 1. Additional attendees may be CONSULTANT environmental staff, other project stakeholders that may be 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, and major project issues that have already been identified by project stakeholders will be shared at this meeting.

1.1.2 Preliminary Research

CONSULTANT will attempt to obtain pertinent existing information from local, state, and federal agencies related to this project including as-built plans for the existing bridge and approach roadway, right of way, geology, maintenance etc. COUNTY will assist in this effort to obtain the necessary COUNTY records.

1.1.3 Field Investigation:

Includes data gathering on the part of COUNTY and CONSULTANT leading to the completion of the various reports and forms required for the funding, permitting, right of way acquisition, and construction of the project.

CONSULTANT will conduct a visual on-site field investigation to identify existing conditions and establish preliminary design assumptions and parameters. CONSULTANT will review any as-built information on file.

Task 1.2 Coordination

1.2.1 Point of Contact

CONSULTANT Project Manager Stacey Alliguie, PE, will be the single point of contact for maintaining liaison and coordination throughout the project with the COUNTY's Project Manager and other team leaders.

1.2.2 Project Data and Forms

COUNTY will provide Project Data Forms for CONSULTANT's use. CONSULTANT will use these forms as requested by COUNTY.

1.2.3 Project Title

In reference to the project in any forms or formal written materials, CONSULTANT will use the project title of: Usal Creek Bridge Replacement on Usal Road.

1.2.4 Project Long Description

In reference to the project in any forms or formal written materials, CONSULTANT will use the long project description of: Replacement of existing railroad flatcar and timber-deck bridge with a modern concrete and steel bridge.

1.2.5 Project Short Description

In e-mails and on forms with restricted space, CONSULTANT will use the short project description of: HBP Bridge Replacement Usal Road at Usal Creek.

1.2.6 Project Coordination with County

CONSULTANT will coordinate with the COUNTY through phone conversations, emails, written memoranda, fax etc.

1.2.7 Project Work Plan

CONSULTANT will develop, maintain and implement a detailed work plan that includes project goals and objectives, roles and responsibilities, a communication plan, project controls, scope and deliverables, schedule and budget, and the CONSULTANT'S Quality Control Plan.

1.2.8 Project Schedule and Budget Management

CONSULTANT will develop a project schedule outlining tasks and subtasks to be performed. The Project Schedule will include CONSULTANT'S internal Quality Control

process and designated County review of submitted documents. CONSULTANT shall update the Project Schedule as necessary, but definitely by the third week of March, June, September, and December. COUNTY will be included in the distribution of schedule updates. These may be included with monthly billing. CONSULTANT will maintain and manage CONSULTANT team's schedule and budget and sub-consultant contracts.

1.2.9 Periodic Reports

CONSULTANT will submit progress reports at least once each month.

The reports will be sufficiently detailed for the COUNTY to determine if CONSULTANT is performing to expectations, is on schedule, to provide communication of interim findings and to sufficiently address any difficulties or special problems encountered so remedies can be developed.

Status reports will include status of services by: task breakdown, problems encountered, percent of services complete as of the date of the progress report, and discussion of schedule changes, work products, issues currently being addressed, and other items of interest as applicable.

1.2.10 Invoices

CONSULTANT will prepare monthly invoices providing a summary of CONSULTANT's work, including covered dates of service, and copies of invoices from any sub-consultants. Invoices will include the County's project number and consultant agreement number. Invoices will be consistent with the Local Assistance Procedures Manual, Chapter 10, Section 10.8 under "Invoicing (or Progress Payments)". Should one contract include several projects, separate invoices shall be issued.

CONSULTANT must have paid the costs included on an invoice before seeking reimbursement from County. Prepayments are not allowed. The complete chain of charges through the sub- CONTRACTOR levels must follow through to the invoice to COUNTY. Restaurant charges etc. shall be itemized. Invoices with just a total will be rejected. COUNTY uses the Caltrans Consultant/Contractor Travel Policy for reimbursements for travel expenses. If an expense report is used, values on the report must match the receipts and run up the line. Items on a receipt not listed for reimbursement must be crossed out and initialed by the consultant seeking the reimbursement and the new total noted.

Any re-submitted invoice shall be given a new invoice date. The same invoice number and date shall appear on each page of the invoice.

Charges accumulated within the COUNTY's fiscal year, 1 July through 30 June, not previously invoiced, shall be invoiced, and received by COUNTY, by the second Friday of July.

A sample invoice is given in Consultant Agreement Exhibit B.

Cover letters, project updates etc. may be included with the invoice but not stapled to it.

1.2.11 Prepare & Review LAPM/LAPG Project Exhibits Assist the County with State Administration Requirements

Throughout the course of the project, DHA will assist the County in the preparation of HBP programming documents, including a request for additional PE funds and Requests for Authorization packages for the various steps of the project. DHA will also assist by preparing the appropriate technical data, narrative justifications, and other information needed to update the project funding documents. The draft documents will be reviewed, approved, and submitted by the COUNTY to Caltrans Local Assistance. Forms

constructed as "merge" documents that glean data from the database will be provided by COUNTY.

1.2.12 Issue/Action Item/Decision Log

CONSULTANT will develop and maintain a project Issue/Action Item/Decision log.

1.2.13 Communication

CONSULTANT will use the project number, B1601, in e-mails, letters, transmittals, etc.

1.2.14 Shipping

CONSULTANT shall contact COUNTY prior to any overnight or other expedited shipping. An exception is the use of overnight couriers that offer competitive rates with the US Postal Service. COUNTY will not reimburse for overnight shipping without prior authorization.

Task 1.2 Deliverables

- Draft and Final Project Work Plan
- Project schedule with updates as necessary, but at least each quarter
- Project LAPM/LAPG Exhibits, as needed
- Monthly invoices and progress reports
- Project log of issues, action items and decisions
- Communication documents (emails, memos etc.)

Task 1.3 Design Quality Plan

CONSULTANT will prepare and implement a plan for Quality Assurance and Quality Control for the Project which will include Quality Control procedures to be used on deliverables.

CONSULTANT will assemble a QA/QC binder, which is a "one-stop-shop" for the QC checklists, forms, notes, contract requirements, and submittals. This binder also contains the following:

- GAD Submittal Checklist
- QC Submittal Checklists for PS&E submittals
- Plan, RE File, Specification and Estimate Notes
- Federal Submittal Checklist
- Final Advertisement Checklist
- Copies of the primary sheets, specs table of contents, and estimate of each submittal for easy reference
- Separate tabs for client/agency review comments to appropriately identify comments as being addressed and incorporated.

Task 1.3 Deliverables

- Draft and Final Quality Assurance Program.
- Quality Review Documentation and certification for all deliverables.

Task 1.4 Project Team Meetings/Coordination with other Agencies

CONSULTANT will schedule, prepare for and attend Project Team Meetings with the COUNTY to review the scope of work and project goals, schedule, task progress, and issues to be addressed. Key team members will be present at each team meeting depending on items to be discussed in person at the Department of Transportation offices or as a conference call. CONSULTANT assumes a total of 2 project team meetings in the offices of the COUNTY. Additional meetings may be requested by the COUNTY on a time and travel basis for the CONSULTANT. Additional meetings requested by the CONSULTANT are considered included as a part of this agreement.

Team meetings may be held as conference calls through a service established by CONSULTANT. CONSULTANT will conduct monthly informal, internal coordination meetings with the design team and COUNTY, if the COUNTY desires to call in. The intent of these meetings will be to discuss the progress of the project and identify and address any issues that arise during each month's progress. These meetings will be held via a conference call and there may be months that it is deemed an internal meeting is not warranted. This scope and associated fee assumes there will be a total of 20 conference calls.

Since the bridge is located in a state park, coordination with the CA Department of Parks and Recreation (State Parks) will be necessary during the environmental process and key milestones throughout the project. Temporary construction easements and an encroachment permit will be required. One (1) formal meeting is planned with State Parks at the County office, and it is anticipated that the following CONSULTANT Team Members will attend this meeting: CONSULTANT Project Manager, CONSULTANT Lead Bridge and/or Lead Roadway Engineer, CONSULTANT Environmental Services Manager, and CONSULTANT Geotechnical Engineer (for geotechnical boring exploration).

CONSULTANT 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 1.4 Deliverables

Attend up to three (3) project meetings at the County Office.

At a minimum the following items will be prepared and distributed:

- Meeting agendas for conference calls and project meetings at the County office
- Meeting materials (graphics, visual aids and other presentation items).
- Updated Issue/Action Item/Decision Log.
- Updated Project Schedule to be submitted quarterly unless major milestone dates need to be adjusted due to unforeseen reasons requiring the schedule modifications.
- Meeting minutes within 1 week of meeting.

Task 1.5 Public Meetings

COUNTY will arrange 1 public meeting for informing the public of the project and to solicit opinions of local residents about the project.

COUNTY will determine the venue for the event. CONSULTANT will be asked to make payment and include the cost in subsequent billing.

CONSULTANT will prepare one exhibit showing the general area around the bridge. A second exhibit will show the project area. A third will show details of the bridge, proposed profile etc., with labeling suitable to a lay audience. These exhibits will be 24 inches by 36 inches and mounted on foam-core board.

CONSULTANT will prepare handouts for attendees. One will be on 8½" x 11" paper with a description of the project on one side and a comment page on the other. The other handout will be the project area and bridge details exhibits on either side of an 11" x 17" sheet of paper.

CONSULTANT will prepare notifications to be placed in the local paper and to be used by the local radio stations.

Depending on anticipated public response to the meeting, CONSULTANT will prepare a PowerPoint presentation and provide any needed equipment for its delivery to the audience.

SERVICES TO BE PROVIDED BY COUNTY

COUNTY will make appropriate staff available for meetings and site visits.

TASK 2 Surveying and Mapping

The topographic survey will be at a drawing scale of 1 inch = 20 feet, unless otherwise requested, with one foot contour intervals. The field surveys will be compiled in AutoCAD Civil 3D (2013).

Prior to the field survey Consultant shall perform a records search will call Underground Service Alert to provide utility markings in the project area. It is anticipated that there are no underground utilities within the project limits.

Task 2.1 Control

Survey vertical control shall be NAVD 88.

Survey horizontal control shall be parallel to the California Coordinate System of 1983, Zone 2. For CAD files, the southwest extent of the project area will be set at 5000, 10000. A line will be drawn from a point to that point's corresponding location on the California Coordinate System so the CAD line work can be correctly positioned after construction.

Task 2.2 Boundary Survey

COUNTY may request surveys to determine the accurate locations of rights of way and boundary lines for property acquisition. This may include:

- Right of way and property research.
- Property and right of way mapping.
- Preparation of right of way plats.
- Completion of legal descriptions for property acquisition.
- Completion of records of surveys.
- Other boundary survey support for individual project needs.

The section containing the project will be surveyed to include the section corners, quarter corners and any other monumented points that may affect the alignment of section lines. If the project limits falls on a section line, the lines of the adjacent section will be included.

Task 2.3 Topographic Mapping

Topographic survey coverage area will include the project limits area consistent with Task 2.4 and Task 2.5.

Topographic survey will include the necessary work to produce a topographic map, including features such as, but not limited to: pavement; utility markings, utility poles, driveway, trees four (4) inches and larger, headwalls, bridges, retaining walls, decorative walls, monuments, and any other pertinent information that could apply to the project during design.

Task 2.4 Surveying and Mapping for Roads

Road features, locations of known cultural sites, utilities, other surface features and certain sub-surface features must be located to allow proper design of the project and others that might affect project design. Amongst these are:

- Existing right-of-way center lines and margins
- Beginnings and endings of: drainage ditches, flow lines, edges of traveled way, fences, gates, guard rails, and other linear features, with intermediate shots as required.
- Bridges: top of existing bridge deck elevation including location of ends of bridge at all four corners, existing support locations, face of abutment, and wingwall length and direction.

- Names and diameters of trees 4" and greater at breast height.
- Utilities: Utility markings placed by utility companies if required.
- Drainage: Drainage ditch cross sections at 50' intervals.
- Cross sections will be taken at 50-foot intervals extending 150 feet beyond assumed end of project limits on both sides of the project along Usal Road (total of 500 feet) and 250 feet west of the intersection of Usal Road with existing campground roadway for potential temporary access road tie-in. Cross sections will be extended to at least the right of way margin. Be the margin on a slope, the top or toe of slope will be included.
- At BCs and ECs.
- Geotechnical boring sites.
- Sketches showing the arrangement of things with occasional point numbers for orientation.

Task 2.5 Surveying and Mapping for Streams

This will include stream cross sections as well as data to assess the impact of any road fill to either side of the stream.

Stream data will include:

- Channel cross sections (with the recommendations of the hydraulics engineer) at ½, 1, 1½, 2, 3 and 4 stream widths downstream of the proposed bridge location and ½, 1, 2, and 4 stream widths upstream of the proposed bridge location.
- Sketches showing the arrangement of things with occasional point numbers for orientation.

Task 2.6 Aerial Photogrammetry

This scope and associated fee assumes that an aerial photo is not required.

Task 2.7 Digital Data Sources

This scope and associated fee assumes that an digital data sources is not required.

Task 2.8 Right of Way Establishment and Legal Descriptions

Newly created Right of Way for the project shall be delineated, exhibits produced, and the legal descriptions composed as indicated in Task 7.6.

Task 2.9 Record of Survey

Any new monumentation placed as a part of the project will require the preparation of a Record of Survey following project construction. The Record of Survey will include the locations of the monumentation as a function of the section in which the project is located as indicated in Task 7.6.

Task 2 Deliverables

Electronic CAD file prepared will be consistent with AutoCAD Civil 3D (2014) (C3D) format.

- ASCII text file containing field-gathered points, in a PNEZD format, and existing C3D surface and contours (1-foot interval) with name: AXXXX_Pts.txt (where AXXXX equals the MCDOT project number)
- File containing field-gathered points, as Survey Points, breaklines and the existing surface and contours (1-foot interval) with name: AXXXX_Pts.dwg
- AutoCAD drawing file containing the existing contours as polylines (1-foot interval), with name: AXXXX_SurfEx-PL.dwg
- AutoCAD drawing file containing field-gathered culture, utilities, utility markings, found monumentation, roadway features etc., with name f_AXXXX.dwg
- AutoCAD drawing file containing aerial-gathered culture, utilities, utility markings, found monumentation, roadway features etc., with name a_AXXXX.dwg

- AutoCAD drawing of cross-sections (1"=10' horizontally and 1"=1' vertically), with name dAXXXz_SSS, where SSS equals the MCDot Street Designation
- C3D Traverse report for section lines, existing right-of-way center lines and any right of way legal descriptions

Task 2.10 Permitting Right of Way Investigations

CONSULTANT will prepare encroachment permit for performing work within COUNTY right of way. Encroachment permit will cover survey work, environmental work, and geotechnical work as well as allowing CONSULTANT staff to perform field visits. CONSULTANT assumes all fees and bond requirements will be waived for obtaining the encroachment permit.

Task 2.11 Right of Way Appraisals and Acquisition Services

COUNTY is responsible for all right of way appraisals and acquisition services. CONSULTANT assistance will be by amendment under Task 8, if necessary.

SERVICES TO BE PROVIDED BY COUNTY

COUNTY will make appropriate staff available for meetings and site visits.

TASK 3 Geotechnical Investigations

CONSULTANT proposed geotechnical services for this project will include preparing a Preliminary Foundation Report and Draft and Final Foundation Reports. The Foundation Reports will provide geotechnical design recommendations and criteria for foundation support of the proposed new bridge and approach roadway sections.

CONSULTANT will use ReMi surface wave seismic equipment to develop a shear wave profile to 100 foot depth. CONSULTANT will use these profiles to develop the design ground motions using the average shear wave velocity and the Caltrans ARS Online tool. CONSULTANT will also use the shear wave profiles for preliminary liquefaction screening and for supplementing boring data during the drilling phase.

CONSULTANT will obtain a Mendocino County encroachment permit. It is assumed that the COUNTY will provide rights-of-entry and that the COUNTY will waive any encroachment permit fees and bond requirements.

CONSULTANT will also obtain a California Department of Fish and Wildlife Streambed Alteration Agreement permit and US Army Corps of Engineers permit to perform drilling within the channel. This permit execution is expected to take 5 months and field exploration to be limited between June 1 and October 15. CONSULTANT assumes COUNTY will obtain California Coastal Commission permits for field exploration, if required.

Prior to commencement of subsurface explorations, CONSULTANT will notify Underground Service Alert for underground utility location.

Task 3.1 Field Exploration

CONSULTANT will perform geologic reconnaissance along Usal Road to evaluate existing roadway conditions, potential areas of instability and geotechnical conditions for use in determining accessibility of construction equipment to the project site. The reconnaissance is limited to Usal Road from the intersection of State Route 1 to 500 feet north of the existing bridge (6 miles of road) and within 50 feet of the roadway centerline. The preliminary geologic

mapping, interpretation and subsurface exploration and is considered as a screening level geologic evaluation.

A Certified Engineering Geologist will spend one day in the field to perform the reconnaissance and observe the geology and subsurface conditions with a field representative.

3.1.1 Borings

CONSULTANT will complete four borings to 120-foot depth spaced at 50 to 75 foot intervals along the proposed bridge alignment.

CONSULTANT expects to drill the borings during dry field conditions with a track-mounted drill rig using auger and/or mud-rotary drilling methods. Soil samples will be recovered at typical intervals of 3 to 5 feet using Standard Penetration Test equipment and other split-spoon samplers, as necessary. If rock is encountered, diamond coring equipment will be used to collect rock core samples.

CONSULTANT will describe the soil and rock encountered in the borings, and maintain a log of the borings (including groundwater conditions). Borings will be backfilled in accordance with permit requirements. It is assumed that drill cuttings removal is required and cuttings cannot be spread on site.

3.1.2 Infiltration Tests

Infiltration tests are not included in this scope of work. If infiltration testing is required, a contract amendment shall be issued.

Task 3.2 Laboratory Testing

3.2.1 Basic Soil Characteristics

CONSULTANT will perform laboratory tests, as necessary, to classify and determine earth materials properties. Laboratory testing to supplement field evaluation of earth material parameters for both the bridge and roadway studies will include:

- Up to 80 moisture content and density tests,
- Up to 40 gradation tests,
- 40 Atterberg Limits,
- 16 soil corrosivity screening tests (pH/minimum resistivity/sulfate/chloride content) on selected samples.
- 7 R-value tests

Laboratory tests will be in accordance with ASTM and/or Caltrans Standards.

3.2.2 Corrosivity

CONSULTANT will evaluate six soil samples for corrosivity that are collected from the 120 foot deep borings. The corrosivity of the surface or groundwater conditions will not be evaluated. CONSULTANT will test two samples from each of the five roadway segments for corrosivity testing.

3.2.3 Permeability

CONSULTANT will not perform permeability testing for this project. However, if permeability estimates are required, CONSULTANT will use appropriate correlations for grain size analysis and Atterberg Limits tests.

3.2.4 Naturally Occurring Asbestos (NOA)

The potential presence of NOA is screened through review of geologic mapping, site review, and if necessary, materials sampling and sample analysis. Generally, if the bridge is located in an area mapped in or near a region composed of ultramafic, ultrabasic, and/or serpentine rock or other conditions where NOA presence is known, CONSULTANT will sample rock and soil which may potentially contain NOA. NOA is analyzed using the California Air Resources

Board (ARB) Method 435. CONSULTANT will use a second test method that includes Transmission Electron Microscopy (TEM) if more accurate results are required based on initial findings using ARB Method 435. This scope of services includes two ARB 435 tests and one TEM test. If a review of geologic mapping and rock samples by a professional geologist indicates that NOA is not likely present within the study area, it is assumed samples will not require analysis.

3.2.5 Other Hazardous Materials

The following sections address the screening level sampling and analysis program that will be integrated into the Initial Site Assessment (ISA) report as an appendix. The ISA will address hazardous materials associated with the existing bridge structure. Hazardous materials (such as aerially deposited lead) along Usal Road will not be evaluated and Usal Road is excluded from this hazardous materials testing and evaluation scope of services.

Lead Paint Sampling

CONSULTANT will assess and photo-document the paint condition on the existing bridge structure. If the paint is flaking, peeling or otherwise in poor condition, CONSULTANT will collect up to six samples of potentially lead-based paint and soil below the bridge. Samples at different locations will be collected and analyzed for lead to determine if hazardous levels are present in the paint and soil beneath the bridge. A California-certified hazardous materials testing laboratory will analyze the samples for lead using U.S. Environmental Protection Agency (EPA) Method 6010. A portable X-ray Fluorescent analyzer will be used to analyze the paint in difficult access areas. Recommendations for proper disposal and results of lead-based paint sampling and testing will be provided in the ISA.

Analytical Testing

Lead

The lead testing will include testing for total lead, soluble lead using California Waste Extraction Test (WET testing), soluble lead using Toxic Characteristic Leaching Procedure (TCLP) extraction test, and pH. Proposed analytical testing will include:

- Each sample will be tested for total lead by EPA method 6010, using metals extraction by EPA method 3050A.
- Samples with 80 mg/kg or more total lead will be tested for soluble lead by EPA method 6010B using the waste extraction test (WET) extraction method with de-ionized water extractant, consistent with the Caltrans Aerially Deposited Lead variance.

- All samples exceeding 80 mg/kg total lead or at least half of the samples (whichever is greater) will be tested for soluble lead by EPA method 6010 using the toxicity characteristic leaching procedure (TCLP) extraction method.

This scope assumes six samples tested for total lead and two samples tested for pH using EPA method 9045. Three samples will be analyzed using WET and three samples will be analyzed using TCLP methodology.

National Emissions Standards for Hazardous Air Pollutants (NESHAP) Compliance

For NESHAP compliance, professional services will consist of asbestos-containing materials (ACM) assessment of the bridge. For these services, a certified asbestos consultant (CAC) will make a site visit and collect up to a total of seven samples for asbestos analysis. Samples may include structural bridge concrete, utility pipe insulators, conduits, etc. Asbestos will be tested using either EPA 600/R-93/116 and/or EPA 600/M4-82-020. The CAC will prepare an evaluation report including ACM test results (as applicable).

The following CAC deliverables will be appended to the ISA: ACM Assessment and CAC Report.

3.2.6 Bearing Capacity

CONSULTANT will perform laboratory tests to determine the bearing capacities of the soil samples.

Task 3.3 Preliminary Foundation Report (PFR)

CONSULTANT will prepare a PFR as part of the preliminary engineering phase for bridge-type selection. CONSULTANT will review record documents, published geologic data, aerial photographs, and survey and topographic data. Following the data review, CONSULTANT will perform a site reconnaissance near the bridge to complete two seismic shear wave velocity profiles that will assist with characterizing the existing subsurface conditions, and select and mark boring locations. A complete seismic shear wave velocity profile will be completed at each channel bank. The shear wave profiles will assist with characterizing subsurface conditions and planning the boring depths for the drilling phase, as well as provide a preliminary understanding of the material that could be encountered during drilling and help in evaluating subsurface materials for seismic ground motion design and preliminary liquefaction evaluation.

A PFR will be prepared that will include:

- Project location and vicinity map;
- Summary of site geology and subsurface conditions (based on review of available record documents, published geologic data, and results of seismic surface wave data);
- Seismic data and evaluation using current Caltrans seismic design criteria (including preliminary ARS curve using Caltrans ARS Online tool);
- Liquefaction and settlement considerations;
- Approach roadway considerations;
- Preliminary foundation recommendations with conditions and constraints on likely foundation types; and
- Preliminary construction considerations.

3.3.1 Foundation Types

CONSULTANT will make preliminary recommendations for suitable foundation types and required foundation depths.

3.3.2 Foundation Capacity

CONSULTANT will make preliminary recommendations for anticipated foundation capacities.

3.3.3 Retaining Walls

CONSULTANT will make preliminary foundation recommendations for retaining walls.

3.3.4 Other Retaining Structures

CONSULTANT will make preliminary foundation recommendations for retaining structures at the request of COUNTY.

3.3.5 Construction Conditions and Considerations

CONSULTANT will address anticipated construction conditions and considerations as they might affect preliminary foundation and construction alternatives.

3.3.6 Geologic Hazards

CONSULTANT will identify any geologic hazards that may affect the project.

Task 3.4 Draft and Final Foundation and Geotechnical Reports

CONSULTANT will prepare a Draft Foundation Report for the bridge structure that summarizes the results of the study; makes specific recommendations for foundation type and loading versus depth of proposed foundation elements; discusses groundwater and other subsurface conditions encountered affecting foundation design and construction; and includes a Log of Test Borings drawing suitable for inclusion with project plans. Foundation report will provide seismic criteria for use in structure design in accordance with Caltrans practice, including an evaluation of the potential for seismically induced liquefaction, settlement, and ground instability. Foundation recommendations will take into consideration effects of liquefaction, settlement, and ground instability. The Foundation Report will include geotechnical design criteria for the approach roadway sections.

The Draft and Final Foundation Report will include:

- Summary of Geotechnical Services
- Vicinity map,
- Site plan
- Site description
- Project description,
- Field exploration,
- Log of Test Borings drawing
- Laboratory testing,
- Site geology and subsurface conditions,
- Seismic data and evaluation,
- Caltrans ARS curve,
- Scour considerations based on hydraulics report prepared by others,
- Corrosion evaluation,
- Foundation design recommendations,
- Approach roadway and subgrade design recommendations,
- Pavement design recommendations, and
- Construction considerations.

CONSULTANT will prepare a Draft and Final Geotechnical Design Report that summarizes the results of the study; discusses potential geohazards and geotechnical criteria for the roadway improvements; discusses groundwater and other subsurface conditions encountered affecting wall foundation, cut slope and embankment fill design and construction; and includes geologic cross sections, slope stability analyses, test pit logs and results of lab testing. Report will provide seismic criteria for wall design in accordance with Caltrans practice. The Geotechnical Design Report will include geotechnical design criteria for the approach roadway sections.

The Draft and Final Geotechnical Report will include:

- Summary of geotechnical services;
- Vicinity map;
- Site plan;
- Site description;
- Project description;
- Field exploration;
- Test pit logs;
- Laboratory testing;
- Site geology and subsurface conditions;
- Geologic cross-sections;
- Seismic data and evaluation;
- Corrosion evaluation;
- Foundation design recommendations for earth retaining structures, as necessary;
- Gravel equivalent roadway section recommendations; and
- Construction considerations.

3.4.1 Grading

CONSULTANT will make earthwork recommendations.

3.4.2 Foundations

CONSULTANT will make foundation recommendations.

3.4.3 Retaining Walls

CONSULTANT will make foundation recommendations for retaining walls.

3.4.4 Other Retaining Structures

CONSULTANT will make foundation recommendations for other retaining structures at the request of COUNTY.

3.4.5 Pavement

CONSULTANT will make pavement structural section recommendations for either flexible or rigid pavements or both, as required.

3.4.6 Construction Conditions and Considerations

CONSULTANT will address anticipated construction conditions and considerations as they might affect foundation systems and construction.

Task 3.5 Construction Services

Construction Services will be included under a separate contract amendment.

3.5.1 Compaction

Not included.

3.5.2 Pavement Design

Not included.

Task 3 Deliverables

- Draft submittals: e-mailed PDF and Word DOCX (2010) files. Comments will be made on the Word document and e-mailed back to CONSULTANT. (Third party attachment and file handling services are not to be used to transfer any data to COUNTY.)
- Final reports: one bound printed copy will be signed and submitted to COUNTY.
- Upon approval of any report, one copy will be submitted to COUNTY as a complete, uniformly bound, approved document and a duplicate PDF will be provided.
- Boring logs plotted in one or more DWG or DXF files

SERVICES TO BE PROVIDED BY COUNTY

COUNTY will make appropriate staff available for meetings and site visits.

COUNTY shall furnish CONSULTANT with the design concept for each assigned project. COUNTY shall issue an appropriate Work Order for each project to be assigned to CONSULTANT.

TASK 4 Utility Coordination

There are no known existing utilities at the project site. Utility coordination is not included in this scope of work.

TASK 5 Environmental Compliance

This task is for the identification of the project environmental impacts and descriptions of mitigation measures to be utilized to minimize those impacts in accordance with Chapter 6 of the Local Assistance Procedures Manual.

CONSULTANT will prepare documents for COUNTY to satisfy Federal and State environmental regulations. Tasks to be completed by CONSULTANT include preparation of National Environmental Policy Act (NEPA) and California Environmental Quality Act (CEQA) technical studies, agency permit applications and coordination and mediation of public meetings. Documents submitted to COUNTY will include a written description of the proposed project, design alternatives (if any), as well as a demonstrated purpose and need of the project. CONSULTANT will prepare documents required by the Preliminary Environmental Study (PES) signed by Caltrans. Documents are to be completed to the satisfaction of COUNTY and Caltrans and CONSULTANT is responsible to make revisions and re-submit to COUNTY, based on comments received.

Deliverables

- Draft submittals: one e-mailed PDF and one Word DOCX files. Comments will be made on the Word document and e-mailed back to CONSULTANT. (Third party attachments and file handling services are not to be used to transfer any data to COUNTY.)
- Final reports: one printed bound copy more than that required by the approving agency shall be submitted to COUNTY. All will have original signatures. The number required by the approving agency will be submitted by COUNTY.
- Upon approval of any report, one copy shall be submitted to COUNTY as a complete, uniformly bound, approved document and a duplicate PDF.
- Any report submitted to the approving agency for final approval shall be complete, including the results of all communications with the approving agency.

Task 5.0 Environmental Project Management and Coordination

This task is included as a billing item only. CONSULTANT's proposal should include this item. The duties performed within this task are defined in Task 1.

Task 5.1 NEPA Compliance

The draft PES, as provided by the COUNTY, is to be used with the information in this section as a guide to satisfy COUNTY, Caltrans and regulatory agencies for NEPA compliance. However, the PES approval letter received from Caltrans that lists the NEPA compliance technical studies required for the project will be considered the final scope of this project.

CONSULTANT will coordinate with the COUNTY to prepare a draft project description to be used in the environmental compliance documents. The project description will identify the project purpose and need, project objectives, major project elements, project location, and timing. Due to recent changes in Caltrans templates (specifically the BA), it is crucial that the project description provide detailed information to satisfy all reviewing agencies.

The content and format requirements of environmental technical studies and NEPA documents prepared in support of local assistance projects must follow the guidance set forth in the current Caltrans Standard Environmental Reference (SER). These studies include:

5.1.1 Traffic Study

CONSULTANT will prepare a Traffic Study Technical Memorandum as required by the approved PES.

5.1.2 Noise studies

CONSULTANT will prepare a Technical Memorandum relating to noise increases and vibrations due to construction activities such as pile driving, heavy equipment use and increased traffic due to capacity improvements. The Noise Technical Memorandum will be formatted in accordance with the template in the Caltrans SER, Volume 1, Chapter 12. See Task 5.1.10 for hydroacoustic monitoring requirements.

5.1.3 Hazardous Materials

CONSULTANT will prepare an Initial Site Assessment (ISA) in accordance with Caltrans SER Volume 1, Chapter 10 (federal Phase 1 Environmental Site Assessment). Data collection may include but is not limited to historical land use documents, interviews, historical and current aerial photography, fire insurance maps, topographic maps or additional pertinent informational resources. Where potentially hazardous materials (e.g.: lead paint, naturally occurring asbestos/serpentine, hydrocarbons etc.) are identified within the project area through initial research and leads to further site investigations (e.g.: Preliminary Site Investigation (PSI) and/or Detailed Site Investigation (DSI) (federal Phase 2 Environmental Site Assessment)), a contract amendment shall be issued.

5.1.4 Floodplains

CONSULTANT will prepare a Floodplain analyses with Appendix A (Caltrans Location Hydraulics Study Form) and Appendix B (Summary Floodplain Encroachment Form). COUNTY will provide a version of this form that is compatible with the data document discussed under Task 1 and is approved by Caltrans District 1. Floodplain studies will be prepared as required in LAPM Exhibit 6-A.

Section B (Required Technical Studies and Analyses) are to be coordinated with Task 6 in an effort to minimize duplication of studies. Analyses are to be completed in accordance with the Caltrans SER, Volume 1, Chapter 17. These include descriptions of project alternatives to specifically address 23 CFR 650A, Section 650.111 (b)(c)(d), as well as requirements found in Chapter 804 of the Highway Design Manual. Where preliminary studies lead to a Floodplain Evaluation Report, a contract amendment shall be issued.

5.1.5 Biological Resources

Where potential impacts to threatened and endangered species or their habitat are identified, a Biological Assessment (BA), as well as Essential Fish Habitat (EFH), or designated Critical Habitat (CH) assessment may be necessary. The BA/EFH/CH is to be addressed in accordance with the template in the Caltrans SER Volume 3, Chapter 4 and will require Federal Endangered Species Act Section 7 consultation through Caltrans local assistance. CONSULTANT assumes that preparation of the BA, EFH, and CH is required as indicated in the approved PES form provided by the COUNTY.

5.1.6 Natural Environment Study

CONSULTANT will prepare the Natural Environment Study (NES) which summarizes the potential of effects to listed plant and animal species. The NES is to be formatted in accordance with the template in the Caltrans SER Volume 3, Chapter 2.

5.1.7 Waters of the State/United States

CONSULTANT will prepare a Delineation of Waters of the US, including wetlands, formatted in accordance with the Caltrans SER Volume 3, Chapter 3 annotated outline. The delineation will include a review of aerial imagery, topographic maps and field surveys to determine the boundaries of Federal jurisdictional waters within the biological survey area utilizing methods prescribed by the Army Corps of Engineers (ACOE).

5.1.8 Cultural Resources

CONSULTANT will prepare an Archaeological Survey Report (ASR) and Historic Properties Survey Report (HPSR) that fulfill the requirements of Section 106 of the National Historic Preservation Act. The bridge itself is listed as not eligible for inclusion on the National Register in the Caltrans Historic Bridge Inventory. No other structures are found in the project area and it is unlikely that an HRER will be necessary. The archaeological component of this project includes six tasks: development of an Area of Potential Effects (APE); literature and documentary research; Native American consultation; assessment of the potential for buried archaeological resources; pedestrian survey of the project area; and preparation of a Section 106-compliant cultural resources technical report.

For cultural investigations, State Parks require completion of a DPR 412A form which needs to be approved prior to beginning field work. State Parks may require a monitor to be present during the field work. CONSULTANT will prepare and submit the DPR 412A form for approval. CONSULTANT will work with State Parks to schedule a monitor during field work.

Development of the APE

CONSULTANT will prepare the definition of archaeological and architectural APEs. The archaeological APE will need to include all areas subject to ground disturbance,

including access roads or staging locations that are being constructed or improved for the project. It will also include the full boundaries of any identified cultural sites.

Records Search and Literature Review

CONSULTANT will request a records search including a review of site records, survey reports, National and California register listings, as well as other relevant documents from the Northwest Information Center of the California Historical Resources Information System, administered by Sonoma State University, Rohnert Park. The area of study will be the APE plus a one-half-mile buffer. The review will provide information on whether any portions of the project area have been recently surveyed, and whether any previously recorded resources exist within the study area.

Native American Consultation

CONSULTANT will conduct necessary consultation with the Native American Heritage Commission and all Native American groups/interested parties identified by the Commission, including letters and maps describing the project, and follow-up calls. Far Western will work with the COUNTY, Caltrans District 1 Native American Coordinator, and tribes to facilitate up to two field meetings. Tribal consultation will include discussion of non-archaeological resources and ways that the project can be designed and implemented with minimal effect on cultural resources.

If additional meetings are needed for this item, a contract amendment shall be issued.

Assessment of the Potential for Buried Archaeological Resources

Pedestrian survey methods are often ineffective for identifying the location of buried archaeological resources, i.e., sites buried by naturally deposited sediments or deposits of artificial fill. As it is the responsibility of archaeologists to account for the entire archaeological record, it is important to assess both the large- and small-scale effects of landscape evolution to help ensure that the potential for buried sites is taken into account. CONSULTANT will review geologic maps of the area to study landform changes and determine potential sensitivity for buried resources within the project area. An initial review of the project area identifies the soils surrounding the bridge as Latest Holocene in age. CONSULTANT will examine the setting of the bridge and analyze whether there is a potential for the presence of buried archaeological sites below this young soil.

Pedestrian Survey

Survey will consist of a crew of two archaeologists (Field Director and Technician) and will inventory, in transects no greater than 15 meters apart, all safely accessible portions of the APE, including construction lay-down areas, and all other areas that may encounter ground-disturbing activities. The field crew will also examine any exposed soils for evidence of cultural materials; will record any undocumented resources; revisit and, if necessary, update any previously recorded resources using GPS equipment for precise locational mapping. Resources will be recorded on Department of Parks and Recreation 523 Forms.

Archaeological Survey Report (ASR)/Historic Property Survey Report (HPSR)

CONSULTANT will prepare an ASR and HPSR that meets Caltrans SER Volume 2 standards. The ASR will develop environmental and cultural contexts for the project region; document records search findings and consultation efforts with the Heritage Commission and local Native American groups/individuals; and describe field methods and results.

Advanced Archaeological Studies

Additional studies (e.g. Extended Phase 1 and Phase 2 treatment and data recovery plans) may be required for the project. Where List-Eligible structures or potentially archaeological sites are discovered, State Historic Preservation Office consultation through Caltrans Local Assistance office may be required.

Extended Phase I identification – applicable if the buried site sensitivity assessment reveals a high potential for undocumented buried sites within the project area. Such an investigation would be conducted relative to the locations and depths of construction disturbance in previously undisturbed areas as indicated by project design plans. An extended phase 1 or Phase 2 assessments are not included in this scope or associated fee. If it is determined that these studies are required, a contract amendment shall be issued.

5.1.9 Farmlands

CONSULTANT will prepare a technical memorandum describing the presence or absence of Prime and Unique Farmlands. Form AD 1006 shall be completed if such farmland is present in the APE. Studies and reports are to be completed in accordance with the Caltrans SER Volume 1, Chapter 23.

5.1.10 Section 4(f)

CONSULTANT will prepare Section 4(f) documentation outlining construction activities that encroach on parkland which supports a no use or de minimis evaluation. CONSULTANT will provide information for the no use or de minimis documentation, including a detailed description of the Section 4(f) property, construction methods and avoidance measures, to be formatted in accordance with the Caltrans SER, Volume 1, Chapter 20, Annotated Outline.

5.1.11 NEPA Documentation

Caltrans prepares its NEPA document, which is expected to be a NEPA Categorical Exclusion. Consultant will coordinate with Caltrans for NEPA CE documentation, including wetlands only practicable findings, flood plains only practicable findings, and other findings, as applicable.

5.1.12 Hydroacoustic Monitoring

Not included in this scope of work.

Task 5.2 CEQA Compliance

CONSULTANT will prepare the CEQA Initial Study and Mitigated Negative Declaration (IS/MND) using the environmental checklist form provided by COUNTY. An administrative draft will be submitted to COUNTY for review and comment. Once COUNTY comments are incorporated, CONSULTANT is responsible for preparation of the Notice of Intent to Adopt a Mitigated Negative Declaration and Notice of Completion. At the conclusion of the 30 day public review, CONSULTANT will incorporate public and agency comments (if any) and COUNTY-approved responses into a Final Draft IS/MND as an appendix. COUNTY will be responsible for preparing the Board of Supervisors' package, scheduling the public hearing and filing the Notice of Determination with the County Clerk.

Deliverables

- 15 copies of the public draft version of the IS/MND to the State Clearinghouse for circulation.

- 10 bound hardcopies of the report will be delivered to COUNTY for local circulation.

Task 5.3 Project Permitting

CONSULTANT will prepare completed permit application packages for the following permits:

5.3.1 ACOE, Section 404 Nationwide

5.3.2 RWQCB, Section 401 Water Quality Certification

5.3.3 CDFG, Section 1602 Streambed Alteration Agreement

5.3.4 CCC, Coastal Development Permit (if within coastal zone)

COUNTY will submit the permit applications and any fees to the regulatory agencies. This scope and fee assumes no more than two rounds of submittals are required. If additional submittals are required due to changing standards by the various regulatory agencies including Caltrans, a contract amendment shall be issued.

Task 5.4 Supplemental Activities

If any studies require special equipment, labor or other resources, all arrangements will be made and implemented by CONSULTANT. Depending on scope, a contract amendment shall be issued.

5.4.1 Activities in the Right of Way

CONSULTANT will prepare encroachment permit for performing work within COUNTY right of way. The encroachment permit will cover work needed to perform the various field studies. CONSULTANT assumes all fees and bond requirements will be waived for obtaining the encroachment permit.

5.4.2 Activities Outside the Right of Way

This work will require a Permission to Enter Agreement form completed by COUNTY. Any excavation on private property will require additional notice to the property owner. An erosion control plan will be required and the property left in a condition suitable to the property owner and COUNTY. Preparation of an erosion control plan for the purposes of performing the environmental studies is not included in this scope and associated fee. If it is deemed that excavation is required to perform the environmental studies, a contract amendment shall be issued to perform this work.

SERVICES TO BE PROVIDED BY COUNTY

COUNTY will make appropriate staff available for meetings and site visits.

COUNTY will review all reports for approval: either as the approving agency or prior to submittal to an approving agency.

COUNTY will file the Notice of Determination with the County Clerk.

COUNTY will prepare any needed Permission to Enter documents for access to private property.

TASK 6 Hydrology and Hydraulics

This task is for the determination of the project's adequacy in conveying the design storms in accordance with Chapter 11 of the Local Assistance Procedures Manual and Memo to Designers 1-23.

Task 6.1 Data Gathering

6.1.1 Record Data

CONSULTANT will research historic hydraulic reports, flood plain analyses and mapping, Flood Insurance Rate Maps, and other sources for input to and verification of the studies.

6.1.2 Anecdotal Data

CONSULTANT will consider anecdotal data from County staff, residents local to the project, geologic indications, and other sources for input to and verification of the studies.

Task 6.2 Preliminary Hydrology and Hydraulics Report

Modeling of the creek will include the 50- and 100-year recurrence events. Flow results will be used for the existing bridge geometry and calibrated against gage data, field observations of high water marks and anecdotal data.

Flow results will be used for the proposed bridge geometry for up to three options being considered.

Hydrology and hydraulics will be modeled using software packages listed in Table 808.1, Summary of Related Computer Programs and Web Applications, in the Caltrans Highway Design Manual.

Scour and Bank Protection Analysis: CONSULTANT will review maintenance records for the existing and adjacent bridge to determine if the stream has degraded over time. Contraction, pressure flow and abutment scour will be estimated using the methods described in the FHWA Publication HEC-18, Evaluating Scour at Bridges (5).

Estimated preliminary bridge scour for up to three (3) alternative pier configurations will be included. The Colorado State University Equation (CSU) will be used for estimating local pier scour as recommended in the FHWA Publication HEC-18, Evaluating Scour at Bridges (5). Calculations will be completed to determine the need for bank protection. If bank protection is required, parameters will be provided according to the FHWA Hydraulic Engineering Center Circular HEC-23.

It is assumed that Sea Level Rise (SLR) will NOT affect the project site and no recommendations for meeting SLR criteria will be made.

The Preliminary Hydraulic Report will discuss the method and approach for the hydrologic analysis, summary of the Q_{50} and Q_{100} flows for the existing and proposed bridges (up to 3 new bridge options considered), and preliminary scour recommendations.

Task 6.3 Location Hydraulic Study

A Location Hydraulic Study will be performed. CONSULTANT will utilize the Location Hydraulic Study Form, which will be included as "Appendix A" in the Final Hydraulic Report. The form will be completed in accordance with Volume 1, Chapter 17 of the Caltrans Standard Environmental Reference (SER). The use of this document is covered further in Task 5. COUNTY will provide a version of this form that is compatible with the data document discussed under Task 1 and is approved by Caltrans District 1. See additional data in Task 5.1.4.

Task 6.4 Summary Floodplain Encroachment Report

CONSULTANT will prepare a Summary Floodplain Encroachment Report. It utilizes the Summary Floodplain Encroachment Report, which will be included as "Appendix B" of the Final Hydraulic Report. The use of this document is covered further in Task 5. COUNTY will provide a version of this form that is compatible with the data document discussed under Task 1 and is approved by Caltrans District 1. See additional data in Task 5.1.4.

Task 6.5 Floodplain Evaluation Report

A Floodplain Evaluation Report may be required as a result of the review of the Location Hydraulic Study and the Summary Floodplain Encroachment Report. This report is not included in this scope of services and if required will be performed as a change in contract scope. See additional data in Task 5.1.4.

Task 6.6 Design Hydrology and Hydraulics Report

This report shall be an extension of the Preliminary Hydraulic Report of Task 6.2 and will use the same numeric modeling program and carry the same requirements for calibration. The target freeboard for the new bridge will be one foot in the 100-year event. The report will be entitled: Final Hydraulic Report. The Location Hydraulic Study and Summary Floodplain Encroachment Report will be included as sub-titles to the report and included as appendices.

Task 6.7 FEMA Map Revision

The project site is located in a non-mapped area thus a FEMA MAP revision is not required and is not included in this scope and fee.

Deliverables

- Draft submittals: e-mailed PDF and Word DOCX (2010) files. Comments will be made on the Word document and e-mailed back to CONSULTANT. (Third party attachment and file handling services are not to be used to transfer any data to COUNTY.)
- Final submittals: one printed bound copy more than required by the approving agency shall be submitted to COUNTY. All will be signed. The number required by the approving agency will be submitted by COUNTY.
- Upon approval of any report, one copy shall be submitted to COUNTY as a complete, uniformly bound, approved document and a duplicate as a PDF.

SERVICES TO BE PROVIDED BY COUNTY

COUNTY will make appropriate staff available for meetings and site visits.

TASK 7 Project Design

Task 7.1 Preliminary Project Design

CONSULTANT will prepare preliminary design studies to determine the most cost effective structure alternative and recommend a preferred alternative to Mendocino County. CONSULTANT will prepare Structure Advance Planning Studies (APS) and Geometric Approval Drawings (GAD's) including approach roadway plan and profile for up to three options. The appropriate Bridge Type will be influenced by hydraulics, impacts to traffic, constructability, environmental impacts, soil condition, and economics. The Advance Planning Study will be prepared following Caltrans Memo To Designers 1-8.

The APS and GADs will be used to perform a project alternatives analysis. Issues that will be considered during these analyses include construction staging, traffic handling, foundation types, and aesthetics if any. CONSULTANT will develop a plan view, profile view, typical section, and cost estimate for up to three alternatives or structure types.

CONSULTANT will perform an internal constructability review of the preliminary structure and approach roadway plan and profile alternatives. Revisions that result from the constructability review will be incorporated into the design prior to submittal to the COUNTY.

Deliverables

- Three (3) printed copies of each APS and GAD on 11"x17"
- Electronic copy of each APS and GAD on 11"x17"
- Constructability review comments and responses (PDF and hard copy)

Task 7.2 Structure Type Selection and 30% Plans and Estimate

Based on the findings of Section 7.1, CONSULTANT will incorporate these into the Structure Type Selection Report for determining the preferred alternative.

Task 7.2.1 Draft Bridge Type Selection Report and 30% Plans

DHA will complete a Draft Bridge Type Selection Report to present design and construction considerations and bridge alternatives, with construction costs, to facilitate selection of a preferred project for design and construction. The draft Bridge Type Selection Report will include:

- Location and Site Map
- General description of the project
- Hydraulics requirements and scour analysis
- Geotechnical requirements
- Environmental requirements
- Bridge railing options
- Bridge and alignment alternatives and associated advantages/disadvantages and costs
- Cost of Removal of existing bridge
- Aesthetics
- Appendices will include bridge General Plan, alternative cost estimates, photographs, draft Preliminary Foundation Report, and draft Hydraulic Report.

The draft Report will also include an analysis of the programmed funding in comparison to the anticipated costs of the Project and, if necessary, provide a discussion of means to justify the need for and to request additional funding from Caltrans.

CONSULTANT will submit the Draft Bridge Type Selection Report to COUNTY for review and selection of the preferred alternative.

Task 7.2.2 Type Selection Meeting

CONSULTANT will conduct a meeting at COUNTY's office to discuss the alternatives presented in the Draft Bridge Type Selection Report and to assist COUNTY in making a selection of a preferred alternative for final design.

Task 7.2.3 Final Bridge Type Selection Report/30% Plans and Estimate Submittal

CONSULTANT will prepare a Final Bridge Type Selection Report (Final Report) that includes the incorporation and resolution of COUNTY comments on the Draft Bridge Type Selection Report. An updated draft general plan and layout plan and profile for the preferred alternative will be incorporated into the Final Report. The Final Report will serve as the basis of completion of the environmental documentation and final design for the project.

Upon COUNTY approval of GADs, CONSULTANT will proceed with the roadway and bridge design to a 30 percent design level. In addition to the Final Type Selection Report, the following will be submitted along with the Final Type Selection Report (number of anticipated sheets indicated inside of parenthesis):

- Title Sheet (1)
- Roadway Typical Cross Section Sheet (1)
- Roadway Plan and Profile Sheets (2)
- Bridge General Plan for the preferred structure alternative (1)
- Bridge Foundation Plan (1)
- List of anticipated Design Exceptions (if necessary)

- Construction Cost Estimate

Deliverables

- 3 bound copies of the Final Bridge Type Selection Report
- 1 copy of the Final Bridge Type Selection Report accepted by Caltrans as bound print and as PDF
- List of any design exceptions included in the plans
- Three (3) hard copies of the 30% roadway and bridge plans on 11"x17 paper.
- One (1) electronic copy of 30% roadway and bridge plans in PDF format.
- Three (3) hard copies of preliminary combined roadway and bridge estimate
- One (1) electronic copy of preliminary combined estimate in excel format.

Task 7.3 65% Plans and Estimate Submittal

After acceptance has been given on the Final Type Selection Report and 30% Preliminary Plans, CONSULTANT will begin the design work and preparation of the final PS&E. This phase will include the development of the bridge and roadway plans which will be prepared in accordance with the Bridge Design Details Manual and the AASHTO Geometric Design of Highways and Streets.

Task 7.3.1 Civil Design & Drafting

CONSULTANT will complete the approach roadway design, construction traffic control plan, and associated civil designs in accordance with the County Standards, AASHTO "A Policy on Geometric Design of Highways and Streets" and Caltrans Highway Design Manual (with COUNTY consultation).

Post Construction Runoff (PCR) Features and Coordination with Regional Water Quality Control Board (RWQCB) – CONSULTANT will prepare design features and calculations in conformance with the RWQCB PCR standards. PCR features will be incorporated into the project plans. CONSULTANT will coordinate with the RWQCB regarding the proposed PCR improvements and will prepare a memo for inclusion in the RWQCB 401 permit application summarizing the project PCR features and compliance. This memo will include required calculations and exhibits if required as appendices.

Plan sheets will be prepared in English units. CONSULTANT will prepare drawings in AutoCAD Civil 3D (2014 Version) using COUNTY'S standard sheet format. Plans will be at the appropriate feet and inch scales. The scope and fee is based on preparing the number of sheets listed below (number of plan sheets are shown in the parenthesis):

- Title Sheet (1)
- Roadway Typical Cross Section Sheet (1)
- Roadway Plan and Profile Sheets (2)
- Construction Detail Sheet (2)
- Staged Construction/Traffic Handling Plans (2)
- Temporary Erosion/Pollution Control Sheets (5)
- Signing and Striping Plan (1)
- Roadway Drainage Plan (1)
- Rock Slope Protection (2)

Task 7.3.2 Bridge Design & Drafting

CONSULTANT will update the General Plan for the selected bridge alternative from the approved Type Selection Report. The design calculations for the new structure will be completed in accordance with the current LRFD Specifications with Caltrans amendments, Seismic Design Criteria, Bridge Design Aids and Memos to Designers. A full set of detailed

bridge plans will be prepared using County standard sheet format, including, as necessary the following (number of plan sheets are shown inside the parenthesis):

- Bridge General Plan (1)
- General Notes/Deck Contour (1)
- Foundation Plan (1)
- Abutment Layout (2)
- Abutment Details (4)
- Pier Layout (1)
- Pier Details (3 sheets)
- Typical Section (1)
- Slab Layout (1)
- Slab Details and Reinforcement (3)
- Miscellaneous Details (2)
- Log of Test Borings (2)

The design will incorporate recommendations from COUNTY and CONSULTANT will address issues identified during the public outreach process for the project.

Task 7.3.3 Quantities & Cost Estimate

After the Independent Bridge Check is completed, CONSULTANT will prepare two independent sets of bridge quantity calculations prepared by individuals experienced in this work as part of the 90% PS&E submittal. 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. Non-participating costs, if any, will be segregated.

Task 7.3.4 Draft Notice to Contractors and Special Provisions

CONSULTANT will develop a contract item list and prepare a Draft Notice to Contractors and Special Provisions. The technical special provisions required for construction of the project will utilize the Caltrans 2015 Standard Specifications and Standard Special Provisions. Draft special provisions will be submitted with the 90% PS&E submittal. Final special provisions will be submitted with the final submittal.

CONSULTANT will prepare required technical special provisions which will be combined with the COUNTY supplied boilerplate specifications. The basis of the specifications will be the latest Caltrans Standard Specifications (2015). It is assumed that the COUNTY will prepare the "boiler plate" documents, including the notice to bidders, development of the Construction DBE goal, proposal, bond forms, and agreement. Required mitigation measures and permitting requirements from the environmental permits will be included in the specifications if available.

Task 7.3.5 Quality Control and Constructability Review

CONSULTANT will perform a quality control and constructability review of the draft 65% PS&E. Deficiencies noted during the review will be transmitted to the responsible engineers for resolution and correction.

Task 7.3.6 65% Plans and Estimate Submittal

CONSULTANT will submit the 65% plans and updated 30% construction cost estimate to the COUNTY for review and comment. At the time of submittal, CONSULTANT will work with the COUNTY to set the date for a review meeting with the COUNTY and other agencies as appropriate.

Deliverable(s):

- Two complete sets of 65% on 11x17 (PDF and hard copy)
- Two copies of the updated 30% Engineer's Estimate (PDF and hard copy)
- Quality Control and Constructability review comments and responses (PDF and hard copy)

Task 7.4 90% PS&E Submittal

After the environmental documents have been approved and upon receipt of County comments on the 65% plans submittal, CONSULTANT will begin the design work and preparation of the final PS&E. This phase will include the development of the final bridge and roadway Plans, Specifications and Estimate.

Bridge Independent Design Check

Upon completion of the 65% submittal, CONSULTANT will perform an independent design check of the bridge plans in conformance with usual Caltrans bridge design procedures. A plan set will be marked up following CONSULTANT's QC plan.

90% Roadway Design

The following outlines the tasks anticipated in this task:

- Address 65% Agency comments.
- Develop roadway plans to the 90% level.
- Develop Quantity Sheets
- Perform 90% Quality Control and Constructability Review and document.
- Prepare 90% Roadway submittal, combine with bridge and other submittal items and submit to the County for review.

Prepare Specifications

Prior to the 90% PS&E Submittal, the plans will be reviewed by CONSULTANT and an updated contract items list will be produced. Comments received on the 65% technical specifications and draft notice to contractors will be incorporated into the draft final technical specifications.

90% PS&E Submittal (Roadway & Bridge)

A submittal of 90% Draft PS&E will be made to the COUNTY. The submittal will include the plans, specifications and estimate. CONSULTANT will perform an independent QA/QC and constructability review of the 90% plans, specifications and estimate and incorporate appropriate revisions prior to submittal to COUNTY. COUNTY may submit the PS&E package to Caltrans District Local Assistance and to the Caltrans Division of Structures Local Assistance for review. CONSULTANT will assist the COUNTY with preparation of the Caltrans PS&E Certification Form if requested.

Deliverables

- Two complete sets of 90% plans (PDF and hard copies)
- 2 bound sets of special provisions (PDF and hard copies)
- 2 copies Engineer's Estimate (PDF and hard copies)

Task 7.5 Final Plans, Specifications and Estimate Submittal

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

Final Revisions (Roadway & Bridge)

Upon receipt of comments from the 90% PS&E submittal from the COUNTY, and other jurisdictional agencies, CONSULTANT will make final revisions to the documents.

Final Submittal (Roadway & Bridge)

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

Deliverables

- One complete set of Final plans (Mylar; D-sized, 24"x36") for approval
- Two complete sets of Final plans (bond; D-sized, 24"x36") for approval
- Two sets of approved bridge design calculations (PDF and hard copy)
- One set of Special Provisions, including COUNTY's Boiler Plate as provided by the COUNTY (PDF and 1 hard copy)
- Special Provisions (Microsoft Word), and Engineer's Estimate (Microsoft Excel)
- One complete set of approved plans as PDF
- One set of design and check quantity calculations as PDF

Task 7.6 Preliminary Right of Way

For preliminary right of way activities, certain data are needed to prepare one description for permanent right of way acquisition and one description for temporary right of way acquisition. COUNTY will provide title reports as necessary.

Provide one trip to stake corners of the existing and proposed right of way and flag at intervals between 50 and 100 feet, for use by COUNTY and other consultants. Each flag set will be visible from each adjacent flag.

Deliverables

- Prepare Legal Descriptions (Up to Three (3))
- Prepare Right-of-Way Plats (Up to Three (3))
- Assist Right-of-Way Certification
- Stake Right-of-Way Limits, Easement and Lines
- Identify and coordinate right-of-entry permits
- Set temporary stakes for easement areas and Right-of-Way lines
- Record of survey (following project construction) (If Required)

SERVICES TO BE PROVIDED BY COUNTY

COUNTY will make appropriate staff available for meetings and site visits.

COUNTY may complete or complete with CONSULTANT assistance property appraisals and provide property acquisition for right of way (pending application of Task 8).

COUNTY will review all reports and plans for approval: either as the approving agency or prior to submittal to an approving agency.

TASK 8 Right of Way (Optional)

A contract amendment shall be issued for this task, if needed.

TASK 9 Construction Assistance (Optional)

COUNTY will require the assistance of CONSULTANT for construction assistance. A contract amendment shall be issued for this task, if needed.

This will include but is not limited to:

- Shop drawing review
- Inspection of forms and bars prior to concrete placement
- Materials testing
- Quality control survey

Deliverables

- Copy of approved shop drawings for County records

SERVICES TO BE PROVIDED BY COUNTY

COUNTY will make appropriate staff available for meetings and site visits.

[END OF SCOPE OF WORK]

CONSULTANT AGREEMENT EXHIBIT B

COUNTY OF MENDOCINO
AGREEMENT FOR ENGINEERING CONSULTANT SERVICES
USAL CREEK BRIDGE REPLACEMENT ON USAL 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.
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. CONSULTANT agrees to adhere to Task 1.2.10 (Invoices) of Consultant Agreement Exhibit A.
7. The "fixed fee" in Consultant Agreement Exhibit E, *Mandatory Verbatim Language from Local Assistance Procedures Manual Exhibit 10-R (A&E Sample Contract Language)*, Article V.B., will be calculated from the total fee of the contract and invoiced as a pro rata of the direct costs and indirect costs for the current invoice and those of the entire contract.

SAMPLE INVOICE

(Provide a header with CONSULTANT's name, address and telephone number)

INVOICE

County of Mendocino
Department of Transportation
340 Lake Mendocino Dr
Ukiah, CA 95482

Attn: Nicolas Janopoporopulous
MCDOT Project No.: BXXXX
S Fork Ten Mile Ck Bridge Replacement on Camp One
Ten Mile Rd

Services Period: 1Apr15-30Apr15
Services Performed:

Invoice No.: 123

Date: 17 December 2015

Consultant Contract No.: C2F23

MCDOT Contract No.: 123456

Consultant Charges

Staff classification	Name	Hours	Unit Rate	Total
Project Manager	John Jones	1.00	\$25.65	\$25.65
Senior Engineer	etc.	1.87	\$15.65	\$29.27
Biologist				
Direct Cost Subtotal				\$54.92
Indirect Cost Rate				103.57% <u>\$56.88</u>
Direct and Indirect Costs Subtotal				\$111.80
Fixed Fee				<u>\$18.29</u>
				\$130.09

Reimbursables

Mileage	\$0.64
Shipping	<u>\$17.51</u>
Reimbursables Subtotal	\$18.15

(Your firm name) Invoice Total \$148.24

Subconsultant Charges

Subconsultant 1, Invoice 1	\$1,250.00
Subconsultant 1, Invoice 2	\$500.00
Subconsultant 2	\$250.00

Total Due This Invoice \$2,148.24

Billing Status

Contract Amount	Previously Invoiced	Amount of This Invoice	Invoiced to Date	Amount Remaining	Per Cent Invoiced
-----------------	---------------------	------------------------	------------------	------------------	-------------------

Signed: _____
Name

**2016 Hourly Rate Schedule
Actual Cost-Plus-Fixed Fee**

Consultant : Drake Haglan & Associates Date: 10/28/2015
Contract No.: 170008

Fringe Benefit %	Overhead %	General Administration %	Combined Indirect Cost Rate (ICR) %
52.67%	90.95%	0.00%	143.62%

DIRECT LABOR

Classification/Title	Name	Hours	Actual Hourly Rate
Principal Engineer	Craig Drake		\$ 101.55
Principal Engineer	Howard Zabell		\$ 90.50
Principal Engineer	Kevin Ross		\$ 92.00
Principal Engineer	Dennis Haglan		\$ 107.00
Principal Engineer	Mathew Satow		\$ 94.50
Principal Engineer	Michael Pugh		\$ 87.50
Environmental Services Manager	Jennifer Hildebrandt		\$ 48.50
Sr. Engineer Range A	Levi Kennibrew		\$ 50.00
Sr. Engineer Range B	Stacey Alliguit		\$ 58.80
Sr. Engineer Range B	Jeffrey Elmsdorp		\$ 61.80
Sr. Engineer Range C	Anthony Dubovik II		\$ 67.00
Sr. Engineer Range C	Guowei Li		\$ 59.95
Sr. Engineer Range D	David Melis		\$ 70.25
Sr. Engineer Range D	Jose Silva		\$ 85.90
Sr. Engineer Range D	Brian Hansen		\$ 72.15
Sr. Engineer Range D	Derek Minnema		\$ 72.20
Engineer Range A	Amber Castle-Keane		\$ 42.25
Engineer Range A	Anthony Boyes		\$ 42.00
Engineer Range A	Rebecca Bautista		\$ 43.45
Engineer Range A	Thomas Mar		\$ 34.00
Engineer Range B	Jennifer Grant-Martinez		\$ 48.10
Engineer Range B	Mathew Burgard		\$ 53.25
Engineer Range B	Miguel Ramirez		\$ 50.40
Engineer Range C	tbd		\$ 53.83
Senior Designer	tbd		\$ 37.75
Assistant Engineer Range A	Ashley Satow		\$ 29.00
Assistant Engineer Range A	Lucanus Castagna		\$ 27.00
Assistant Engineer Range A	Jian Huang		\$ 27.00
Assistant Engineer Range B	Cirilo Sallican		\$ 39.90
Designer	Stephanie Morales		\$ 33.00
CAD Manager	Keith Dresbach		\$ 46.20
CAD Draftsperson, Senior	tbd		\$ 42.00
CAD Draftsperson	Alan Hyde		\$ 25.00
CAD Draftsperson	Eduardo Cisneros		\$ 34.00
Administration	Theresa Bautista		\$ 35.00
Administrative Assistant	Rosina Florez		\$ 19.00
Admin Manager/Office Manager	Karen Drebert		\$ 44.30
Environmental Planner, Senior	tbd		\$ 45.33
Environmental Planner/Biologist	Leslie Haglan		\$ 33.00
Environmental Planner/Biologist	Lindsay Tisch		\$ 34.65
Environmental Assitant	tbd		\$ 21.00
Resident Engineer	Robert Shackelford		\$ 87.00
Structures Representative	tbd		\$ 87.25
Construction Inspector, Senior*	tbd		\$ 67.50
Construction Inspector*	tbd		\$ 58.00
Intern	Thanak Prom		\$ 14.00
Intern	Kyle Lundblom		\$ 14.00

[END OF PAYMENT TERMS]

CONSULTANT AGREEMENT EXHIBIT C

**COUNTY OF MENDOCINO
AGREEMENT FOR ENGINEERING CONSULTANT SERVICES
UASL CREEK BRIDGE REPLACEMENT ON USAL 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 subcontractors similarly to provide Workers' Compensation Insurance as required by the Labor Code of the State of California for all of CONSULTANT's and subcontractors' employees.

CONSULTANT shall furnish to COUNTY certificates of insurance with Automobile Liability/General 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.

[END OF INSURANCE REQUIREMENTS]

CONSULTANT AGREEMENT EXHIBIT D**COUNTY OF MENDOCINO
AGREEMENT FOR ENGINEERING CONSULTANT SERVICES
USAL CREEK BRIDGE REPLACEMENT ON USAL ROAD****DISADVANTAGED BUSINESS ENTERPRISE INFORMATION AND FORMS**

CONSULTANT 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", below.

The various DBE-related documents will be due to COUNTY once the final contract amount has been agreed upon.

EXHIBIT 10-I NOTICE TO PROPOSERS DBE INFORMATION

The Agency has established a DBE goal for this Contract of 10.3 %.

1. TERMS AS USED IN THIS DOCUMENT

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

2. AUTHORITY AND RESPONSIBILITY

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

3. SUBMISSION OF DBE INFORMATION

If there is a DBE goal on the contract, Exhibit 10-01 (Consultant Proposal DBE Commitment) must 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. All DBE participation will be counted toward the contract goal; therefore, all DBE participation shall be collected and reported.

Exhibit 10-02 (Consultant Contract DBE Information) must be included with the Request for Proposal. Even if no DBE participation will be reported, the successful proposer must execute

and return the form.

4. DBE PARTICIPATION GENERAL INFORMATION

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

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

5. RESOURCES

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

Searches can be performed by one or more criteria. Follow instructions on the screen.

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

- A. If the materials or supplies are obtained from a DBE manufacturer, count 100 percent of the cost of the materials or supplies. A DBE manufacturer is a firm that operates or maintains a factory, or establishment that produces on the premises the materials, supplies, articles, or equipment required under the Contract and of the general character described by the specifications.
- B. If the materials or supplies purchased from a DBE regular dealer, count 60 percent of the cost of the materials or supplies. A DBE regular dealer is a firm that owns, operates or maintains a store,

warehouse, or other establishment in which the materials, supplies, articles or equipment of the general character described by the specifications and required under the Contract are bought, kept in stock, and regularly sold or leased to the public in the usual course of business. To be a DBE regular dealer, the firm must be an established, regular business that engages, as its principal business and under its own name, in the purchase and sale or lease of the products in question. A person may be a DBE regular dealer in such bulk items as petroleum products, steel, cement, gravel, stone or asphalt without owning, operating or maintaining a place of business provided in this section.

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

EXHIBIT 10-R A&E SAMPLE CONTRACT LANGUAGE

(Excerpted)


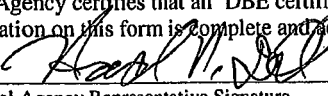
Article XX Disadvantaged Business Enterprises (DBE) Participation

- A. This contract is subject to 49 CFR, Part 26 entitled "Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs". Consultants who obtain DBE participation on this contract will assist Caltrans in meeting its federally mandated statewide overall DBE goal.
- B. The goal for DBE participation for this contract is 10.3 %. Participation by DBE consultant or subconsultants shall be in accordance with information contained in the Consultant Proposal DBE Commitment (Exhibit 10-O1), or in the Consultant Contract DBE Information (Exhibit 10-O2) attached hereto and incorporated as part of the Contract. If a DBE subconsultant is unable to perform, CONSULTANT must make a good faith effort to replace him/her with another DBE subconsultant, if the goal is not otherwise met.
- C. DBEs and other small businesses, as defined in 49 CFR, Part 26 are encouraged to participate in the performance of contracts financed in whole or in part with federal funds. CONSULTANT or subconsultant shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. CONSULTANT shall carry out applicable requirements of 49 CFR, Part 26 in the award and administration of US DOT-assisted agreements. Failure by CONSULTANT to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as COUNTY deems appropriate.
- D. Any subcontract entered into as a result of this contract shall contain all of the provisions of this section.
- E. A DBE firm may be terminated only with prior written approval from COUNTY and only for the reasons specified in 49 CFR 26.53(f). Prior to requesting COUNTY consent for the termination, CONSULTANT must meet the procedural requirements specified in 49 CFR 26.53(f).
- F. A DBE performs a Commercially Useful Function (CUF) when it is responsible for execution of the work of the contract and is carrying out its responsibilities by actually performing, managing, and supervising the work involved. To perform a CUF, the DBE must also be responsible with respect to materials and supplies used on the contract, for negotiating price, determining quality and quantity, ordering the material, and installing (where applicable) and paying for the material itself. To determine whether a DBE is performing a CUF, evaluate the amount of work subcontracted, industry practices, whether the amount the firm is to be paid under the contract is commensurate with the work it is actually performing, and other relevant factors.
- G. A DBE does not perform a CUF if its role is limited to that of an extra participant in a transaction, contract, or project through which funds are passed in order to obtain the appearance of DBE participation. In determining whether a DBE is such an extra participant, examine similar transactions, particularly those in which DBEs do not participate.
- H. If a DBE does not perform or exercise responsibility for at least thirty percent (30%) of the total cost of its contract with its own work force, or the DBE subcontracts a greater portion of the work of the contract than would be expected on the basis of normal industry practice for the type of work involved, it will be presumed that it is not performing a CUF.

- I. CONSULTANT shall maintain records of materials purchased or supplied from all subcontracts entered into with certified DBEs. The records shall show the name and business address of each DBE or vendor and the total dollar amount actually paid each DBE or vendor, regardless of tier. The records shall show the date of payment and the total dollar figure paid to all firms. DBE prime consultants shall also show the date of work performed by their own forces along with the corresponding dollar value of the work.
- j. Upon completion of the Contract, a summary of these records shall be prepared and submitted on the form entitled, "Final Report-Utilization of Disadvantaged Business Enterprise (DBE), First-Tier Subconsultants" CEM-2402F [Exhibit 17-F, of the LAPM], certified correct by CONSULTANT or CONSULTANT's authorized representative and shall be furnished to the Contract Administrator with the final invoice. Failure to provide the summary of DBE payments with the final invoice will result in twenty-five percent (25%) of the dollar value of the invoice being withheld from payment until the form is submitted. The amount will be returned to CONSULTANT when a satisfactory "Final Report-Utilization of Disadvantaged Business Enterprises (DBE), First-Tier Subconsultants" is submitted to the Contract Administrator.
- k. If a DBE subconsultant is decertified during the life of the contract, the decertified subconsultant shall notify CONSULTANT in writing with the date of decertification. If a subconsultant becomes a certified DBE during the life of the Contract, the subconsultant shall notify CONSULTANT in writing with the date of certification. Any changes should be reported to COUNTY's Contract Administrator within 30 days.

EXHIBIT 10-01: LOCAL AGENCY CONSULTANT DBE COMMITMENT
(Inclusive of all DBEs at time of proposal)

NOTE: Please refer to instructions on the reverse side of this form.

Consultant to Complete this Section			
1. Local Agency Name: <u>County of Mendocino.</u>		2. Contract DBE Goal %: <u>10.3</u>	
3. Project Description: <u>HBP Bridge Replacement Usal Road at Usal Creek</u>			
4. Project Location: <u>Usal Rd (CR 431) over Usal Ck (MP 5.93)</u>			
5. Consultant Name: <u>Drake Haglan & Associates, Inc.</u>			
6. Prime Certified DBE: <input type="checkbox"/>			
DBE Commitment Information			
7. Description of Services to be Provided	8. DBE Certification Number	9. DBE Contact Information	10. DBE %
Hydrology & Hydraulics	032811	Avila 760 Market St., #1055 San Francisco, CA 94102 925.873.0549	
Drilling	37887	Woodward 221 Montezuma Rio Vista, CA 94571 707.374.4300	
Independent Check	16370	BRG 3831 N. Freeway Blvd, #110 Sacramento, CA 95834 916.568.1165	
Local Agency to Complete this Section		11. Total % Claimed DBE Participation	12. DBE %
17. Local Agency Contract Number: <u>123456</u>		> 10.3%	
18. Federal-aid Project Number: <u>BRLO-5910(100)</u>			
19. Proposed Contract Execution Date: <u>6/6/17</u>		<div style="text-align: center;">  12. Preparer's Signature Stacey L. Alligie 13. Preparer's Name (Print) Project Manager 14. Preparer's Title 8/26/16 (916) 363-4210 15. Date 16. (Area Code) Tel. No. </div>	
Local Agency certifies that all DBE certifications are valid and the information on this form is complete and accurate:  20. Local Agency Representative Signature			
<u>Howard Dashiell</u> 21. Local Agency Representative Name (Print)			
<u>Acting Deputy Director</u> 23. Local Agency Representative Title			
<u>4/7/17</u> 22. Date <u>(707) 234-2804</u> 24. (Area Code) Tel.			

Distribution: (1) Original – Submit with Award Package
 (2) Copy – Local Agency files

INSTRUCTIONS – CONSULTANT PROPOSAL DBE COMMITMENT**Consultant Section**

1. **COUNTY Name** – Enter the name of the local or regional agency that is funding the contract.
2. **Contract DBE Goal** - Enter the contract DBE goal percentage as it appears on the project advertisement.
3. **Project Location** - Enter the project location as it appears on the project advertisement.
4. **Project Description** - Enter the project description as it appears on the project advertisement (Bridge Rehab, Seismic Rehab, Overlay, Widening etc.).
5. **Consultant Name** - Enter the consultant's firm name.
6. **Prime Certified DBE** - Check box if prime contractor is a certified DBE.
7. **Description of Services to be Provided** - Description of Work, Services, or Materials Supplied - Enter description of work, services, or materials to be provided. Indicate all work to be performed by DBEs including work performed by the prime consultant's own forces, if the prime is a DBE. If 100% of the item is not to be performed or furnished by the DBE, describe the exact portion to be performed or furnished by the DBE. See LAPM Chapter 9 to determine how to count the participation of DBE firms.
8. **DBE Certification Number** - Enter the DBE's Certification Identification Number. All DBEs must be certified on the date bids are opened.
9. **DBE Contact Information** - Enter the name, address, and phone number of all DBE subcontracted consultants. Also, enter the prime consultant's name and phone number, if the prime is a DBE.
10. **DBE %** - Percent participation of work to be performed or service provided by a DBE. Include the prime consultant if the prime is a DBE. See LAPM Chapter 9 for how to count full/partial participation.
11. **Total Claimed DBE Participation %** - Enter the total DBE participation claimed. If the total % claimed is less than item "Contract DBE Goal," an adequately documented Good Faith Effort (GFE) is required (see Exhibit 15-H DBE Information - Good Faith Efforts of the LAPM).
12. **Preparer's Signature** – The person completing the DBE commitment form on behalf of the consultant's firm must sign their name.
13. **Date** - Enter the date the DBE commitment form is signed by the consultant's preparer.
14. **Preparer's Name** – Enter the name of the person preparing and signing the consultant's DBE commitment form.
15. **Phone** - Enter the area code and phone number of the person signing the consultant's DBE commitment form.
16. **Preparer's Title** - Enter the position/title of the person signing the consultant's DBE commitment form.

COUNTY Section:

17. **COUNTY Contract Number** - Enter the COUNTY contract number or identifier.
18. **Federal-Aid Project Number** - Enter the Federal-Aid Project Number.
19. **Proposed Contract Execution Date** - Enter the proposed contract execution date.
20. **COUNTY Representative's Signature** - The person completing this section of the form for the COUNTY must sign their name to certify that the information in this and the Consultant Section of this form is complete and accurate.
21. **Date** - Enter the date the DBE commitment form is signed by the COUNTY Representative.
22. **COUNTY Representative's Name** - Enter the name of the COUNTY Representative certifying the consultant's DBE commitment form.
23. **Phone** - Enter the area code and phone number of the person signing the consultant's DBE commitment form.
24. **COUNTY Representative Title** - Enter the position/title of the COUNTY Representative certifying the consultant's DBE commitment form.

EXHIBIT 10-02 CONSULTANT CONTACT DBE INFORMATION

1. Local Agency: <u>County of Mendocino, Department of Transportation</u>		2. Contract DBE Goal %: <u>10.3</u>	
3. Project Description: <u>Usal Creek Bridge Replacement on Usal Road</u>			
4. Project Location: <u>Usal Rd (CR 431) over Usal Ck (MP 5.93)</u>			
5. Consultant Name: <u>Drake Haglan & Associates</u>		6. Prime Certified DBE: <input type="checkbox"/>	7. Total Dollar Amount: \$ _____
8. Total Dollar Amount for ALL Subcontractors: \$ _____		9. Total Number of ALL Subcontractors: _____	

10. Description of Work, Services or Materials Supplied	11. DBE Certification Number	12. DBE Contact Information	13. DBE Dollar Amount

COUNTY to Complete this Section		14. Total Claimed DBE Participation \$ _____ _____ %
20. COUNTY Contract Number: <u>170008</u> 21. Federal-aid Project Number: <u>BRLO-5910(100)</u> 22. Contract Execution Date: _____ COUNTY certifies that all DBE certifications are valid and the information on this form is complete and accurate: <div style="display: flex; justify-content: space-between;"> <div style="width: 45%;"> 23. COUNTY Representative's Signature <u>Jason Wise</u> 25. COUNTY Representative's Name (Print) </div> <div style="width: 45%;"> 24. Date <u>(707) 234-2846</u> 26. Phone <u>Civil Engineer</u> 27. COUNTY Representative's Title </div> </div>	IMPORTANT: Identify all DBE firms being claimed for credit, regardless of tier. Written confirmation of each listed DBE is required. <div style="display: flex; justify-content: space-between;"> <div style="width: 45%;"> 15. Preparer's Signature <u>Stacey Alliguie</u> 17. Preparer's Name (Print) </div> <div style="width: 45%;"> 16. Date <u>(916) 363-4210</u> 18. Phone <u>Project Manager</u> 19. Preparer's Title </div> </div>	

Distribution: (1) Original – COUNTY files
 (2) Copy – Email a copy to the Caltrans District Local Assistance Engineer (DLAE). . Failure to submit to DLAE within 30 days of contract execution may result in de-obligation of federal funds on contract.

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

INSTRUCTIONS – CONSULTANT CONTRACT AWARD DBE INFORMATION**Consultant Section**

1. **COUNTY** - Enter the name of the local or regional agency that is funding the contract.
2. **Contract DBE Goal** - Enter the contract DBE goal percentage as it appears on the project advertisement.
3. **Project Location** - Enter the project location as it appears on the project advertisement.
4. **Project Description** - Enter the project description as it appears on the project advertisement (Bridge Rehab, Seismic Rehab, Overlay, Widening etc).
5. **Consultant's Name** - Enter the consultant's firm name.
6. **Prime Certified DBE** - Check box if prime contractor is a certified DBE.
7. **Total Contract Award Amount** - Enter the total contract award dollar amount for the prime consultant.
8. **Total Dollar Amount for ALL Subconsultants** - Enter the total dollar amount for all subcontracted consultants. SUM = (DBEs + all Non-DBEs). Do not include the prime consultant information in this count.
9. **Total number of ALL subconsultants** - Enter the total number of all subcontracted consultants. SUM = (DBEs + all Non-DBEs). Do not include the prime consultant information in this count.
10. **Description of Work, Services, or Materials Supplied** - Enter description of work, services, or materials to be provided. Indicate all work to be performed by DBEs including work performed by the prime consultant's own forces, if the prime is a DBE. If 100% of the item is not to be performed or furnished by the DBE, describe the exact portion to be performed or furnished by the DBE. See LAPM Chapter 9 to determine how to count the participation of DBE firms.
11. **DBE Certification Number** - Enter the DBE's Certification Identification Number. All DBEs must be certified on the date bids are opened.
12. **DBE Contact Information** - Enter the name, address, and phone number of all DBE subcontracted consultants. Also, enter the prime consultant's name and phone number, if the prime is a DBE.
13. **DBE Dollar Amount** - Enter the subcontracted dollar amount of the work to be performed or service to be provided. Include the prime consultant if the prime is a DBE. See LAPM Chapter 9 for how to count full/partial participation.
14. **Total Claimed DBE Participation - \$:** Enter the total dollar amounts entered in the "DBE Dollar Amount" column. **%:** Enter the total DBE participation claimed ("Total Participation Dollars Claimed" divided by item "Total Contract Award Amount"). If the total % claimed is less than item "Contract DBE Goal," an adequately documented Good Faith Effort (GFE) is required (see Exhibit 15-H DBE Information - Good Faith Efforts of the LAPM).
15. **Preparer's Signature** - The person completing the DBE commitment form on behalf of the consultant's firm must sign their name.
16. **Date** - Enter the date the DBE commitment form is signed by the consultant's preparer.
17. **Preparer's Name** - Enter the name of the person preparing and signing the consultant's DBE commitment form.
18. **Phone** - Enter the area code and phone number of the person signing the consultant's DBE commitment form.
19. **Preparer's Title** - Enter the position/title of the person signing the consultant's DBE commitment form.

COUNTY Section

20. **Local Agency Contract Number** - Enter the COUNTY contract number or identifier.
21. **Federal-Aid Project Number** - Enter the Federal-Aid Project Number.
22. **Contract Execution Date** - Enter the date the contract was executed.
23. **COUNTY Representative's Signature** - The person completing this section of the form for the COUNTY must sign their name to certify that the information in this and the Consultant Section of this form is complete and accurate.
24. **Date** - Enter the date the DBE commitment form is signed by the COUNTY Representative.
25. **COUNTY Representative's Name** - Enter the name of the COUNTY Representative certifying the consultant's DBE commitment form.
26. **Phone** - Enter the area code and phone number of the person signing the consultant's DBE commitment form.
27. **COUNTY Representative Title** - Enter the position/title of the COUNTY Representative certifying the consultant's DBE commitment form.

EXHIBIT 15-H DBE INFORMATION —GOOD FAITH EFFORTS**DBE INFORMATION - GOOD FAITH EFFORTS**Federal-aid Project No. BRLO-5910(100) Bid Opening Date _____

The County of Mendocino established a Disadvantaged Business Enterprise (DBE) goal of 10.3 % for this project. The information provided herein shows that a good faith effort was made.

Lowest, second lowest and third lowest bidders shall submit the following information to document adequate good faith efforts. Bidders should submit the following information even if the "COUNTY Bidder DBE Commitment" form indicates that the bidder has met the DBE goal. This will protect the bidder's eligibility for award of the contract if the administering agency determines that the bidder failed to meet the goal for various reasons, e.g., a DBE firm was not certified at bid opening or the bidder made a mathematical error.

Submittal of only the "COUNTY Bidder DBE Commitment" form may not provide sufficient documentation to demonstrate that adequate good faith efforts were made.

The following items are listed in the Section entitled "Submission of DBE Commitment" of the Special Provisions:

- A. The names and dates of each publication in which a request for DBE participation for this project was placed by the bidder (please attach copies of advertisements or proofs of publication):

Publications	Dates of Advertisement

- B. The names and dates of written notices sent to certified DBEs soliciting bids for this project and the dates and methods used for following up initial solicitations to determine with certainty whether the DBEs were interested (please attach copies of solicitations, telephone records, fax confirmations etc.):

Names of DBEs Solicited	Date of Initial Solicitation	Follow Up Methods and Dates

- C. The items of work which the bidder made available to DBE firms including, where appropriate, any breaking down of the contract work items (including those items normally performed by the bidder with its own forces) into economically feasible units to facilitate DBE participation. It is the bidder's responsibility to demonstrate that sufficient work to facilitate DBE participation was made available to DBE firms.

Items of Work	Bidder Normally Performs Item (Y/N)	Breakdown of Items	Amount (\$)	Percentage Of Contract

- D. The names, addresses and phone numbers of rejected DBE firms, the reasons for the bidder's rejection of the DBEs, the firms selected for that work (please attach copies of quotes from the firms involved), and the price difference for each DBE if the selected firm is not a DBE:

Names, addresses and phone numbers of rejected DBEs and the reasons for the bidder's rejection of the DBEs:

Names, addresses and phone numbers of firms selected for the work above:

- E. Efforts made to assist interested DBEs in obtaining bonding, lines of credit or insurance and any technical assistance or information related to the plans, specifications and requirements for the work which was provided to DBEs:

- F. Efforts made to assist interested DBEs in obtaining necessary equipment, supplies, materials or related assistance or services, excluding supplies and equipment the DBE subcontractor purchases or leases from the prime contractor or its affiliate:

- G. The names of agencies, organizations or groups contacted to provide assistance in contacting, recruiting and using DBE firms (please attach copies of requests to agencies and any responses received, i.e., lists, Internet page download etc.):

Name of Agency/Organization	Method/Date of Contact	Results

- H. Any additional data to support a demonstration of good faith efforts (use additional sheets if necessary):

NOTE: USE ADDITIONAL SHEETS OF PAPER IF NECESSARY.

1. Contract Number 170008		2. Federal-aid Project Number BRLO-5910(100)		3. Administering Agency Mendocino County, Department of Transportation		4. Contract Completion Date	
5. Contractor/Consultant <u>Drake Haglan & Associates</u>		6. Business Address 11060 White Rock Road, Suite 200, Rancho Cordova, CA 95670		7. Final Contract Amount \$			
8. Contract Item No.	9. Description of Work, Service or Material Supplied	10. Company Name and Business Address	11. DBE Certification Number	12. Contract Payments Non-DBE DBE		13. Date Work Complete	14. Date of Final Payment
				\$	\$		
				\$	\$		
				\$	\$		
				\$	\$		
				\$	\$		
				\$	\$		
				\$	\$		
				\$	\$		
				\$	\$		
				\$	\$		
				\$	\$		
				\$	\$		
15. ORIGINAL DBE COMMITMENT AMOUNT \$				16. TOTAL \$			
List all First-Tier Subcontractors, Disadvantaged Business Enterprises (DBEs) regardless of tier, whether or not the firms were originally listed for goal credit. If actual DBE utilization (or item of work) was different than that approved at time of award, provide comments on back of form. List actual amount paid to each entity.							
I CERTIFY THAT THE ABOVE INFORMATION IS COMPLETE AND CORRECT							
17. Contractor/Consultant Representative's Signature		18. Contractor/Consultant Representative's Name		19. Phone		20. Date	
I CERTIFY THAT THE CONTRACTING RECORDS AND ON-SITE PERFORMANCE OF THE DBE(S) HAS BEEN MONITORED							
21. County Representative's Signature		22. County Representative's Name		23. Phone		24. Date	

Distribution: Original – County files. Copy – Caltrans District Local Assistance Engineer (DLAE). Include with Final Report of Expenditures
ADA Notice: For individuals with sensory disabilities, this document is available in alternate formats. For information call (916) 654-6410 or TDD (916) 654-3880 or write Records and Forms Management, 1120 N Street, MS-89, Sacramento, CA 95814.

INSTRUCTIONS – FINAL REPORT – UTILIZATION OF DISADVANTAGED BUSINESS ENTERPRISES (DBE), FIRST-TIER SUBCONTRACTORS

1. **COUNTY Contract Number** - Enter the COUNTY contract number or identifier.
2. **Federal-Aid Project Number** - Enter the Federal-Aid Project Number.
3. **COUNTY** - Enter the name of the COUNTY that is funding the contract.
4. **Contract Completion Date** - Enter the date the contract was completed.
5. **Contractor/Consultant** - Enter the contractor/consultant's firm name.
6. **Business Address** - Enter the contractor/consultant's business address.
7. **Final Contract Amount** - Enter the total final amount for the contract.
8. **Contract Item Number** - Enter contract item for work, services, or materials supplied provided. Not applicable for consultant contracts.
9. **Description of Work, Services, or Materials Supplied** - Enter description of work, services, or materials provided. Indicate all work to be performed by DBEs including work performed by the prime contractor/consultant's own forces, if the prime is a DBE. If 100% of the item is not to be performed or furnished by the DBE, describe the exact portion to be performed or furnished by the DBE. See LAPM Chapter 9 to determine how to count the participation of DBE firms.
10. **Company Name and Business Address** - Enter the name, address, and phone number of all subcontracted contractors/consultants. Also, enter the prime contractor/consultant's name and phone number, if the prime is a DBE.
11. **DBE Certification Number** - Enter the DBE's Certification Identification Number. Leave blank if subcontractor is not a DBE.
12. **Contract Payments** - Enter the subcontracted dollar amount of the work performed or service provided. Include the prime contractor/consultant if the prime is a DBE. The Non-DBE column is used to enter the dollar value of work performed by firms that are not certified DBE or for work after a DBE becomes decertified.
13. **Date Work Completed** - Enter the date the subcontractor/subconsultant's item work was completed.
14. **Date of Final Payment** - Enter the date when the prime contractor/consultant made the final payment to the subcontractor/subconsultant for the portion of work listed as being completed.
15. **Original DBE Commitment Amount** - Enter the "Total Claimed DBE Participation Dollars" from Exhibits 15-G or 10-O2 for the contract.
16. **Total** - Enter the sum of the "Contract Payments" Non-DBE and DBE columns.
17. **Contractor/Consultant Representative's Signature** - The person completing the form on behalf of the contractor/consultant's firm must sign their name.
18. **Contractor/Consultant Representative's Name** - Enter the name of the person preparing and signing the form.
19. **Phone** - Enter the area code and telephone number of the person signing the form.
20. **Date** - Enter the date the form is signed by the contractor's preparer.
21. **COUNTY Representative's Signature** - A COUNTY Representative must sign their name to certify that the contracting records and on-site performance of the DBE(s) has been monitored.
22. **COUNTY Representative's Name** - Enter the name of the COUNTY Representative signing the form.
23. **Phone** - Enter the area code and telephone number of the person signing the form.
24. **Date** - Enter the date the form is signed by the COUNTY Representative.

EXHIBIT 17-0 DISADVANTAGED BUSINESS ENTERPRISES (DBE) CERTIFICATION STATUS CHANGE

[illegible]

If there were no changes in the DBE certification of subcontractors/subconsultants, indicate on the form.

I CERTIFY THAT THE ABOVE INFORMATION IS COMPLETE AND CORRECT			
14. Contractor/Consultant Representative's Signature	15. Contractor/Consultant Representative's Name	16. Phone	17. Date
I CERTIFY THAT THE CONTRACTING RECORDS AND ON-SITE PERFORMANCE OF THE DBE(S) HAS BEEN MONITORED			
18. County Representative's Signature	19. County Representative's Name	20. Phone	21. Date

Distribution: Original – County files. Copy – Caltrans District Local Assistance Engineer (DLAE). Include with Final Report of Expenditures

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**INSTRUCTIONS – DISADVANTAGED BUSINESS ENTERPRISES (DBE) CERTIFICATION
STATUS CHANGE**

1. **COUNTY Contract Number** - Enter the COUNTY contract number or identifier.
2. **Federal-Aid Project Number** - Enter the Federal-Aid Project Number.
3. **COUNTY** - Enter the name of the COUNTY that is funding the contract.
4. **Contract Completion Date** - Enter the date the contract was completed.
5. **Contractor/Consultant** - Enter the contractor/consultant's firm name.
6. **Business Address** - Enter the contractor/consultant's business address.
7. **Final Contract Amount** - Enter the total final amount for the contract.
8. **Contract Item Number** - Enter contract item for work, services, or materials supplied provided. Not applicable for consultant contracts.
9. **DBE Contact Information** - Enter the name, address, and phone number of all DBE subcontracted contractors/consultants.
10. **DBE Certification Number** - Enter the DBE's Certification Identification Number.
11. **Amount Paid While Certified** - Enter the actual dollar value of the work performed by those subcontractors/subconsultants during the time period they are certified as a DBE.
12. **Certification/Decertification Date (Letter Attached)** - Enter either the date of the Decertification Letter sent out by the Office of Business and Economic Opportunity (OBEO) or the date of the Certification Certificate mailed out by OBEO.
13. **Comments** - If needed, provide any additional information in this section regarding any of the above certification status changes.
14. **Contractor/Consultant Representative's Signature** - The person completing the form on behalf of the contractor/consultant's firm must sign their name.
15. **Contractor/Consultant Representative's Name** - Enter the name of the person preparing and signing the form.
16. **Phone** - Enter the area code and telephone number of the person signing the form.
17. **Date** - Enter the date the form is signed by the contractor's preparer.
18. **COUNTY Representative's Signature** - A COUNTY Representative must sign their name to certify that the contracting records and on-site performance of the DBE(s) has been monitored.
19. **COUNTY Representative's Name** - Enter the name of the COUNTY Representative signing the form.
20. **Phone** - Enter the area code and telephone number of the person signing the form.
21. **Date** - Enter the date the form is signed by the COUNTY Representative.

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

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

Certification of Final Indirect Costs:Consultant Firm Name: Drake Haglan & Associates

Indirect Cost Rate: _____ *for fiscal period _____ (mm/dd/yyyy to mm/dd/yyyy)

*Fiscal Period Covered for Indirect Cost Rate developed (not the contract period).

Local Government: County of MendocinoContract Number: 170008Project Number: BRLO-5910(100)

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

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

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

Certification of Financial Management System:

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

Certification of Dollar Amount for all A&E contracts:

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

Certification of Direct Costs:

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

1. Compliant with Generally Accepted Accounting Principles (GAAP) and standards promulgated by the Cost Accounting Standards Board (when applicable).
2. Compliant with the terms of the contract and is incurred specifically for the contract.

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.

EXHIBIT 10-Q DISCLOSURE OF LOBBYING ACTIVITIES

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

1. Type of Federal Action: <input type="checkbox"/> a. contract b. grant c. cooperative agreement d. loan e. loan guarantee f. loan insurance	2. Status of Federal Action: <input type="checkbox"/> a. bid/offer/application b. initial award c. post-award	3. Report Type: <input type="checkbox"/> a. initial b. material change For Material Change Only: year _____ quarter _____ date of last report _____
4. Name and Address of Reporting Entity <input type="checkbox"/> Prime <input type="checkbox"/> Subawardee Tier _____, if known Congressional District, if known _____ 6. Federal Department/Agency:	5. If Reporting Entity in No. 4 is Subawardee, enter Name and Address of Prime: Congressional District, if known _____ 7. Federal Program Name/Description: CFDA Number, if applicable _____ 8. Federal Action Number, if known: 9. Award Amount, if known: \$ _____ 10. Name and Address of Lobby Entity (If individual, last name, first name, MI) 11. Individuals Performing Services (including address if different from No. 10a) (last name, first name, MI)	
12. Amount of Payment (check all that apply) \$ _____ <input type="checkbox"/> actual <input type="checkbox"/> planned	14. Type of Payment (check all that apply) <input type="checkbox"/> a. retainer <input type="checkbox"/> b. one-time fee <input type="checkbox"/> c. commission <input type="checkbox"/> d. contingent fee <input type="checkbox"/> e. deferred <input type="checkbox"/> f. other, specify _____	
13. Form of Payment (check all that apply): <input type="checkbox"/> a. cash <input type="checkbox"/> b. in-kind; specify: nature _____	15. Brief Description of Services Performed or to be performed and Date(s) of Service, including officer(s), employee(s) or member(s) contacted for Payment Indicated in Item 11: _____ (attach Continuation Sheet(s) if necessary)	
16. Continuation Sheet(s) attached: 17. Information requested through this form is authorized by Title 31 USC Sec 1352. This disclosure of lobbying reliance was placed by the tier above when his transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to Congress semiannually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.		
Federal Use Only:		Signature: _____ Print Name: _____ Title: _____ Telephone No.: _____ Date: _____ Authorized for Local Reproduction Standard Form - LLL

Standard Form LLL Rev. 04-28-06

Distribution: Orig- COUNTY Project Files

INSTRUCTIONS FOR COMPLETING EXHIBIT 10-Q 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 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. Enter the full name, address, city, state, and zip code of the lobbying entity engaged by the reporting entity identified in Item 4 to influence the covered federal action.
11. 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).
12. 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.
13. Check all boxes that apply. If payment is made through an in-kind contribution, specify the nature and value of the in-kind payment.
14. Check all boxes that apply. If other, specify nature.
15. 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.
16. Check whether or not a continuation sheet(s) is attached.
17. The certifying official shall sign and date the form, and 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

CONSULTANT AGREEMENT EXHIBIT E**COUNTY OF MENDOCINO
AGREEMENT FOR ENGINEERING CONSULTANT SERVICES
USAL CREEK BRIDGE REPLACEMENT ON USAL ROAD****LOCAL ASSISTANCE PROCEDURES MANUAL
EXHIBIT 10-C CONSULTANT CONTRACT REVIEWER'S CHECKLIST**

(Additional Material to Complete the Exhibit)

1. CONSULTANT shall sign all estimates and engineering data and shall sign and seal all plans and specifications furnished. The seal shall include the California registration number of the licensed professional in charge of the work.

**MANDATORY VERBATIM LANGUAGE FROM
LOCAL ASSISTANCE PROCEDURES MANUAL
EXHIBIT 10-R (A&E SAMPLE CONTRACT LANGUAGE)**

For federally-funded projects, Article IV through Article XVII are required to be included in the contract verbatim. An allowed change is the term "LOCAL AGENCY" to "COUNTY". See additional information on Page 1 of this Agreement.

Article IV Performance Period

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

- A. This contract shall go into effect on June 1, 2017, contingent upon approval by COUNTY, and CONSULTANT shall commence work after notification to proceed by COUNTY'S Contract Administrator. The contract shall end on December 31, 2023, unless extended by contract amendment.
- B. CONSULTANT is advised that any recommendation for contract award is not binding on COUNTY until the contract is fully executed and approved by COUNTY.

Article V Allowable Costs and Payments

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

- B. In addition to the allowable incurred costs, COUNTY will pay CONSULTANT a fixed fee of \$852,964.05. The fixed fee is nonadjustable for the term of the contract, except in the event of a significant change in the scope of work and such adjustment is made by contract amendment.
- C. Reimbursement for transportation and subsistence costs shall not exceed the rates specified in the approved Cost Proposal.
- D. When milestone cost estimates are included in the approved Cost Proposal, CONSULTANT shall obtain prior written approval for a revised milestone cost estimate from the Contract Administrator before exceeding such cost estimate.
- E. Progress payments will be made monthly in arrears based on services provided and allowable incurred costs. A pro rata portion of CONSULTANT's fixed fee will be included in the monthly progress payments. If CONSULTANT fails to submit the required deliverable items according to the schedule set forth in the Statement of Work, COUNTY shall have the right to delay payment or terminate this Contract in accordance with the provisions of Article VI Termination.
- F. No payment will be made prior to approval of any work, nor for any work performed prior to approval of this contract.
- G. CONSULTANT will be reimbursed, as promptly as fiscal procedures will permit upon receipt by COUNTY's Contract Administrator of itemized invoices in triplicate. Invoices shall be submitted no later than 45 calendar days after the performance of work for which CONSULTANT is billing. Invoices shall detail the work performed on each milestone and each project as applicable. Invoices shall follow the format stipulated for the approved Cost Proposal and shall reference this contract number and project title. Final invoice must contain the final cost and all credits due COUNTY including any equipment purchased under the provisions of Article XI Equipment Purchase of this contract. The final invoice should be submitted within 60 calendar days after completion of CONSULTANT's work. Invoices shall be mailed to COUNTY's Contract Administrator at the following address:

COUNTY OF MENDOCINO
DEPARTMENT OF TRANSPORTATION
340 Lake Mendocino Drive
Ukiah, CA 95482
Attn: Howard Dashiell, Director

- H. The total amount payable by COUNTY including the fixed fee shall not exceed \$852,964.05.
- I. Salary increases will be reimbursable if the new salary is within the salary range identified in the approved Cost Proposal and is approved by COUNTY's Contract Administrator.
- For personnel subject to prevailing wage rates as described in the California Labor Code, all salary increases, which are the direct result of changes in the prevailing wage rates are reimbursable.
- J. All subcontracts in excess of \$25,000 shall contain the above provisions.

Article VI Termination

- A. COUNTY reserves the right to terminate this contract upon thirty (30) calendar days written notice to CONSULTANT with the reasons for termination stated in the notice.
- B. COUNTY may terminate this contract with CONSULTANT should CONSULTANT fail to perform the covenants herein contained at the time and in the manner herein provided. In the event of such termination, COUNTY may proceed with the work in any manner deemed proper by COUNTY. If COUNTY terminates this contract with CONSULTANT, COUNTY shall pay CONSULTANT the sum due to CONSULTANT under this contract prior to termination, unless the cost of completion to

COUNTY exceeds the funds remaining in the contract. In which case the overage shall be deducted from any sum due CONSULTANT under this contract and the balance, if any, shall be paid to CONSULTANT upon demand.

- C. The maximum amount for which the Government shall be liable if this contract is terminated is \$852,964.05.

Article VII Cost Principles and Administrative Requirements

- A. CONSULTANT agrees that the Contract Cost Principles and Procedures, 48 CFR, Federal Acquisition Regulations System, Chapter 1, Part 31.000 et seq., shall be used to determine the cost allowability of individual items.
- B. CONSULTANT also agrees to comply with federal procedures in accordance with 49 CFR, Part 18, Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments.
- C. Any costs for which payment has been made to CONSULTANT that are determined by subsequent audit to be unallowable under 49 CFR, Part 18 and 48 CFR, Federal Acquisition Regulations System, Chapter 1, Part 31.000 et seq., are subject to repayment by CONSULTANT to COUNTY.
- D. All subcontracts in excess of \$25,000 shall contain the above provisions.

Article VIII Retention of Records/Audit

For the purpose of determining compliance with Public Contract Code 10115, et seq. and Title 21, California Code of Regulations, Chapter 21, Section 2500 et seq., when applicable and other matters connected with the performance of the contract pursuant to Government Code 8546.7; CONSULTANT, subconsultants, and COUNTY shall maintain and make available for inspection all books, documents, papers, accounting records, and other evidence pertaining to the performance of the contract, including but not limited to, the costs of administering the contract. All parties shall make such materials available at their respective offices at all reasonable times during the contract period and for three years from the date of final payment under the contract. The state, State Auditor, COUNTY, FHWA, or any duly authorized representative of the Federal Government shall have access to any books, records, and documents of CONSULTANT and its certified public accountants (CPA) work papers that are pertinent to the contract and indirect cost rates (ICR) for audit, examinations, excerpts, and transactions, and copies thereof shall be furnished if requested. Subcontracts in excess of \$25,000 shall contain this provision.

Article IX Audit Review Procedures

- A. Any dispute concerning a question of fact arising under an interim or post audit of this contract that is not disposed of by agreement, shall be reviewed by COUNTY's Chief Financial Officer.
- B. Not later than 30 days after issuance of the final audit report, CONSULTANT may request a review by COUNTY's Chief Financial Officer of unresolved audit issues. The request for review will be submitted in writing.
- C. Neither the pendency of a dispute nor its consideration by COUNTY will excuse CONSULTANT from full and timely performance, in accordance with the terms of this contract.
- D. CONSULTANT and subconsultant contracts, including cost proposals and ICR, are subject to audits or reviews such as, but not limited to, a contract audit, an incurred cost audit, an ICR Audit, or a CPA ICR audit work paper review. If selected for audit or review, the contract, cost proposal and ICR and related work papers, if applicable, will be reviewed to verify compliance with 48 CFR, Part 31 and other related laws and regulations. In the instances of a CPA ICR

audit work paper review it is CONSULTANT's responsibility to ensure federal, state, or local government officials are allowed full access to the CPA's work papers including making copies as necessary. The contract, cost proposal, and ICR shall be adjusted by CONSULTANT and approved by COUNTY contract manager to conform to the audit or review recommendations. CONSULTANT agrees that individual terms of costs identified in the audit report shall be incorporated into the contract by this reference if directed by COUNTY at its sole discretion. Refusal by CONSULTANT to incorporate audit or review recommendations, or to ensure that the federal, state or local governments have access to CPA work papers, will be considered a breach of contract terms and cause for termination of the contract and disallowance of prior reimbursed costs

E. CONSULTANT Cost Proposal is subject to a CPA ICR Audit Work Paper Review by Caltrans' Audit and Investigation (Caltrans). Caltrans, at its sole discretion, may review and/or audit and approve the CPA ICR documentation. The Cost Proposal shall be adjusted by the CONSULTANT and approved by the COUNTY Contract Administrator to conform to the Work Paper Review recommendations included in the management letter or audit recommendations included in the audit report. Refusal by the CONSULTANT to incorporate the Work Paper Review recommendations included in the management letter or audit recommendations included in the audit report will be considered a breach of the contract terms and cause for termination of the contract and disallowance of prior reimbursed costs.

1. During a Caltrans' review of the ICR audit work papers created by the CONSULTANT's independent CPA, Caltrans will work with the CPA and/or CONSULTANT toward a resolution of issues that arise during the review. Each party agrees to use its best efforts to resolve any audit disputes in a timely manner. If Caltrans identifies significant issues during the review and is unable to issue a cognizant approval letter, COUNTY will reimburse the CONSULTANT at a provisional ICR until a FAR compliant ICR {e.g. 48 CFR, part 31; GAGAS (Generally Accepted Auditing Standards); CAS (Cost Accounting Standards), if applicable; in accordance with procedures and guidelines of the American Association of State Highways and Transportation Officials Audit Guide; and other applicable procedures and guidelines} is received and approved by A&I. Provisional rates will be as follows:
 - a. If the proposed rate is less than 150% - the provisional rate reimbursed will be 90% of the proposed rate.
 - b. If the proposed rate is between 150% and 200% - the provisional rate will be 85% of the proposed rate.
 - c. If the proposed rate is greater than 200% - the provisional rate will be 75% of the proposed rate.
2. If Caltrans is unable to issue a cognizant letter per paragraph E.1. above, Caltrans may require CONSULTANT to submit a revised independent CPA-audited ICR and audit report within three (3) months of the effective date of the management letter. Caltrans will then have up to six (6) months to review the CONSULTANT's and/or the independent CPA's revisions.
3. If the CONSULTANT fails to comply with the provisions of this Section E, or if Caltrans is still unable to issue a cognizant approval letter after the revised independent CPA-audited ICR is submitted, overhead cost reimbursement will be limited to the provisional ICR that was established upon initial rejection of the ICR and set forth in paragraph E.1. above for all rendered services. In this event, this provisional ICR will become the actual and final ICR for reimbursement purposes under this contract.
4. CONSULTANT may submit to COUNTY final invoice only when all of the following items have occurred: (1) Caltrans approves or rejects the original or revised independent CPA-audited ICR; (2) all work under this contract has been completed to the satisfaction of COUNTY; and, (3) Caltrans has

issued its final ICR review letter. The CONSULTANT MUST SUBMIT ITS FINAL INVOICE TO COUNTY no later than 60 days after occurrence of the last of these items.

The provisional ICR will apply to this contract and all other contracts executed between COUNTY and the CONSULTANT, either as a prime or subconsultant, with the same fiscal period ICR.

Article X Subcontracting

- A. Nothing contained in this contract or otherwise, shall create any contractual relation between COUNTY and any subconsultant(s), and no subcontract shall relieve CONSULTANT of its responsibilities and obligations hereunder. CONSULTANT agrees to be as fully responsible to COUNTY for the acts and omissions of its subconsultant(s) and of persons either directly or indirectly employed by any of them as it is for the acts and omissions of persons directly employed by CONSULTANT. CONSULTANT's obligation to pay its subconsultant(s) is an independent obligation from COUNTY'S obligation to make payments to the CONSULTANT.
- B. CONSULTANT shall perform the work contemplated with resources available within its own organization and no portion of the work pertinent to this contract shall be subcontracted without written authorization by COUNTY's Contract Administrator, except that, which is expressly identified in the approved Cost Proposal.
- C. CONSULTANT shall pay its subconsultants within ten (10) calendar days from receipt of each payment made to CONSULTANT by COUNTY.
- D. Any subcontract in excess of \$25,000 entered into as a result of this contract shall contain all the provisions stipulated in this contract to be applicable to subconsultants.
- E. Any substitution of subconsultant(s) must be approved in writing by COUNTY's Contract Administrator prior to the start of work by the subconsultant(s).

Article XI Equipment Purchase

- A. Prior authorization in writing, by COUNTY's Contract Administrator shall be required before CONSULTANT enters into any unbudgeted purchase order, or subcontract exceeding \$5,000 for supplies, equipment, or CONSULTANT services. CONSULTANT shall provide an evaluation of the necessity or desirability of incurring such costs.
- B. For purchase of any item, service or consulting work not covered in CONSULTANT's Cost Proposal and exceeding \$5,000 prior authorization by COUNTY's Contract Administrator; three competitive quotations must be submitted with the request, or the absence of bidding must be adequately justified.
- C. Any equipment purchased as a result of this contract is subject to the following: "CONSULTANT shall maintain an inventory of all nonexpendable property. Nonexpendable property is defined as having a useful life of at least two years and an acquisition cost of \$5,000 or more. If the purchased equipment needs replacement and is sold or traded in, COUNTY shall receive a proper refund or credit at the conclusion of the contract, or if the contract is terminated, CONSULTANT may either keep the equipment and credit COUNTY in an amount equal to its fair market value, or sell such equipment at the best price obtainable at a public or private sale, in accordance with established COUNTY procedures; and credit COUNTY in an amount equal to the sales price. If CONSULTANT elects to keep the equipment, fair market value shall be determined at CONSULTANT's expense, on the basis of a competent independent appraisal of such equipment. Appraisals shall be obtained from an appraiser mutually agreeable to by COUNTY and CONSULTANT, if it is determined to sell the equipment, the terms and conditions of such sale must be approved in advance by COUNTY." 49 CFR, Part 18 requires a credit to Federal funds when participating equipment with a fair market value greater than \$5,000 is credited to the project.

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

Article XII State Prevailing Wage Rates

- A. CONSULTANT shall comply with the State of California's General Prevailing Wage Rate requirements in accordance with California Labor Code, Section 1770, and all Federal, State, and local laws and ordinances applicable to the work.
- B. Any subcontract entered into as a result of this contract, if for more than \$25,000 for public works construction or more than \$15,000 for the alteration, demolition, repair, or maintenance of public works, shall contain all of the provisions of this Article.
- C. When prevailing wages apply to the services described in the scope of work, transportation and subsistence costs shall be reimbursed at the minimum rates set by the Department of Industrial Relations (DIR) as outlined in the applicable Prevailing Wage Determination. See <http://www.dir.ca.gov>.

Article XIII Conflict of Interest

- A. CONSULTANT shall disclose any financial, business, or other relationship with COUNTY that may have an impact upon the outcome of this contract, or any ensuing COUNTY construction project. CONSULTANT shall also list current clients who may have a financial interest in the outcome of this contract, or any ensuing COUNTY construction project, which will follow.
- B. CONSULTANT hereby certifies that it does not now have, nor shall it acquire any financial or business interest that would conflict with the performance of services under this contract.
- C. Any subcontract in excess of \$25,000 entered into as a result of this contract, shall contain all of the provisions of this Article.
- D. CONSULTANT hereby certifies that neither CONSULTANT, nor any firm affiliated with CONSULTANT will bid on any construction contract, or on any contract to provide construction inspection for any construction project resulting from this contract. An affiliated firm is one, which is subject to the control of the same persons through joint-ownership, or otherwise.
- E. Except for subconsultants whose services are limited to providing surveying or materials testing information, no subconsultant who has provided design services in connection with this contract shall be eligible to bid on any construction contract, or on any contract to provide construction inspection for any construction project resulting from this contract.

Article XIV Rebates, Kickbacks or Other Unlawful Consideration (Verbatim)

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

Article XV Prohibition Of Expending COUNTY State Or Federal Funds For Lobbying

(Include this article in all contracts where federal funding will exceed \$150,000. If less than \$150,000 in federal funds will be expended on the contract; delete this article and re-number the notification article which follows.)

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

1. No state, federal or COUNTY appropriated funds have been paid, or will be paid by-or-on behalf of CONSULTANT to any person for influencing or attempting to influence an officer or employee of any state or federal agency; a Member of the State Legislature or United States Congress; an officer or employee of the Legislature or Congress; or any employee of a Member of the Legislature or Congress, in connection with the awarding of any state or federal contract; the making of any state or federal grant; the making of any state or federal loan; the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any state or federal contract, grant, loan, or cooperative agreement
 2. If any funds other than federal appropriated funds have been paid, or will be paid to any person for influencing or attempting to influence an officer or employee of any federal agency; a Member of Congress; an officer or employee of Congress, or an employee of a Member of Congress; in connection with this federal contract, grant, loan, or cooperative agreement; CONSULTANT shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.
- B. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.
- C. CONSULTANT also agrees by signing this document that he or she shall require that the language of this certification be included in all lower-tier subcontracts, which exceed \$100,000 and that all such sub recipients shall certify and disclose accordingly.

Article XVI Statement of Compliance

- A. CONSULTANT's signature affixed herein, and dated, shall constitute a certification under penalty of perjury under the laws of the State of California that CONSULTANT has, unless exempt, complied with, the nondiscrimination program requirements of Government Code Section 12990 and Title 2, California Administrative Code, Section 8103.
- B. During the performance of this Contract, Consultant and its subconsultants shall not unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of sex, race, color, ancestry, religious creed, national origin, physical disability (including HIV and AIDS), mental disability, medical condition (e.g., cancer), age (over 40), marital status, and denial of family care leave. Consultant and subconsultants shall insure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. Consultant and subconsultants shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code §12990 (a-f) et seq.) and the applicable regulations promulgated there under (California Code of Regulations, Title 2, Section 7285 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code Section 12990 (a-f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations, are incorporated into this Contract by reference and made a part hereof as if set forth in full. Consultant and its subconsultants shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other Agreement.

(For contracts with Federal funding, add paragraphs C & D)

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

California shall, on the basis of race, color, national origin, religion, sex, age, disability, be excluded from participation in, denied the benefits of or subject to discrimination under any program or activity by the recipients of federal assistance or their assignees and successors in interest.

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

Article XVII Debarment and Suspension Certification

- A. CONSULTANT's signature affixed herein, shall constitute a certification under penalty of perjury under the laws of the State of California, that CONSULTANT has complied with Title 2 CFR, Part 180, "OMB Guidelines to Agencies on Government wide Debarment and Suspension (nonprocurement)", which certifies that he/she or any person associated therewith in the capacity of owner, partner, director, officer, or manager, is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any federal agency; has not been suspended, debarred, voluntarily excluded, or determined ineligible by any federal agency within the past three (3) years; does not have a proposed debarment pending; and has not been indicted, convicted, or had a civil judgment rendered against it by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past three (3) years. Any exceptions to this certification must be disclosed to COUNTY.
- B. Exceptions will not necessarily result in denial of recommendation for award, but will be considered in determining CONSULTANT responsibility. Disclosures must indicate to whom exceptions apply, initiating agency, and dates of action.
- C. Exceptions to the Federal Government Excluded Parties List System maintained by the General Services Administration are to be determined by the Federal highway Administration.

EXCERPTS FROM

EXHIBIT 10-R A&E SAMPLE CONTRACT LANGUAGE

Article XVIII Funding Requirements

- A. It is mutually understood between the parties that this contract may have been written before ascertaining the availability of funds or appropriation of funds, for the mutual benefit of both parties, in order to avoid program and fiscal delays that would occur if the contract were executed after that determination was made.
- B. This contract is valid and enforceable only, if sufficient funds are made available to LOCAL AGENCY for the purpose of this contract. In addition, this contract is subject to any additional restrictions, limitations, conditions, or any statute enacted by the Congress, State Legislature, or LOCAL AGENCY governing board that may affect the provisions, terms, or funding of this contract in any manner.
- C. It is mutually agreed that if sufficient funds are not appropriated, this contract may be amended to reflect any reduction in funds.
- D. LOCAL AGENCY has the option to void the contract under the 30-day termination clause pursuant to Article VI, or by mutual agreement to amend the contract to reflect any reduction of funds.

Article XXI Contingent Fee

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

Article XXVII Claims Filed by Local Agency's Construction Contractor

- A. If claims are filed by COUNTY's construction contractor relating to work performed by CONSULTANT's personnel, and additional information or assistance from CONSULTANT's personnel is required in order to evaluate or defend against such claims; CONSULTANT agrees to make its personnel available for consultation with COUNTY's construction contract administration and legal staff and for testimony, if necessary, at depositions and at trial or arbitration proceedings.
- B. CONSULTANT's personnel that COUNTY considers essential to assist in defending against construction contractor claims will be made available on reasonable notice from COUNTY. Consultation or testimony will be reimbursed at the same rates, including travel costs that are being paid for CONSULTANT's personnel services under this contract.
- C. Services of CONSULTANT's personnel in connection with COUNTY's construction-contractor claims will be performed pursuant to a written contract amendment, if necessary, extending the termination date of this contract in order to resolve the construction claims.
- D. Any subcontract in excess of \$25,000 entered into as a result of this contract, shall contain all of the provisions of this Article.

Article XXVIII Confidentiality of Data

- A. All financial, statistical, personal, technical, or other data and information relative to COUNTY's operations, which are designated confidential by COUNTY and made available to CONSULTANT in order to carry out this contract, shall be protected by CONSULTANT from unauthorized use and disclosure.
- B. Permission to disclose information on one occasion, or public hearing held by COUNTY relating to the contract, shall not authorize CONSULTANT to further disclose such information, or disseminate the same on any other occasion.
- C. CONSULTANT shall not comment publicly to the press or any other media regarding the contract or COUNTY's actions on the same, except to COUNTY's staff, CONSULTANT's own personnel involved in the performance of this contract, at public hearings or in response to questions from a Legislative committee.
- D. CONSULTANT shall not issue any news release or public relations item of any nature, whatsoever, regarding work performed or to be performed under this contract without prior review of the contents thereof by COUNTY, and receipt of COUNTY's written permission.
- E. Any subcontract entered into as a result of this contract shall contain all of the provisions of this Article.
- F. All information related to the construction estimate is confidential, and shall not be disclosed by CONSULTANT to any entity other than COUNTY.

Article XXIX National Labor Relations Board Certification

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

Article XXX Evaluation of Consultant

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

Article XXXI Retention of Funds

- A. Any subcontract entered into as a result of this Contract shall contain all of the provisions of this section.
- C. No retainage will be held by COUNTY from progress payments due the prime consultant. Any retainage held by the prime consultant or subconsultants from progress payments due subconsultants shall be promptly paid in full to subconsultants within 30 days after the subconsultant's work is satisfactorily completed. Federal law (49 CFR 26.29) requires that any delay or postponement of payment over the 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 consultant, deficient subconsultant performance, or noncompliance by a subconsultant. This provision applies to both DBE and non-DBE prime consultant and subconsultants.

ACORD™

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

5/15/2017

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Dealey, Renton & Associates P. O. Box 12675 Oakland, CA 94604-2675 510 465-3090 - David C. Eckman		CONTACT NAME: Doris A. Chambers PHONE (A/C, No, Ext): 510 465-3090 FAX (A/C, No): 510 452-2193 E-MAIL ADDRESS: dchambers@dealeyrenton.com															
INSURED Drake, Haglan & Associates, Inc. 11060 White Rock Road, #200 Rancho Cordova, CA 95670		<table border="1"> <thead> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A: Associated Indemnity Corp.</td> <td>21865</td> </tr> <tr> <td>INSURER B: American Automobile Ins. Co.</td> <td>21849</td> </tr> <tr> <td>INSURER C: XL Specialty Insurance Co.</td> <td>37885</td> </tr> <tr> <td>INSURER D:</td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </tbody> </table>		INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: Associated Indemnity Corp.	21865	INSURER B: American Automobile Ins. Co.	21849	INSURER C: XL Specialty Insurance Co.	37885	INSURER D:		INSURER E:		INSURER F:	
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COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:	X	X	AZC80912507	10/23/2016	10/23/2017	EACH OCCURRENCE \$2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$1,000,000 MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$2,000,000 GENERAL AGGREGATE \$4,000,000 PRODUCTS - COMP/OP AGG \$4,000,000 \$
B	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	X	X	MZA80320195	10/23/2016	10/23/2017	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$	X	X	AZC80912507	10/23/2016	10/23/2017	EACH OCCURRENCE \$1,000,000 AGGREGATE \$2,000,000 \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input checked="" type="checkbox"/> N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	X	N/A	WZP81035769	10/23/2016	10/23/2017	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000
C	Professional Liability			DPR9907600	10/23/2016	10/23/2017	\$2,000,000 per Claim \$4,000,000 Annl Aggr.

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

GENERAL LIABILITY POLICY EXCLUDES CLAIMS ARISING OUT OF THE PERFORMANCE OF PROFESSIONAL SERVICES.

REF: DOI Agreement #170008. USAL Creek Bridge Replacement On USAL Road on County Road 431 at Mile Post

5.93. GENERAL LIABILITY/AUTOMOBILE LIABILITY ADDITIONAL INSURED: County of Mendocino, its elected or appointed officials, employees or volunteers. The Excess-Umbrella Liability Is Following

Form to the General Liability, Automobile Liability and Employers' Liability policies. Commercial General (See Attached Descriptions)

CERTIFICATE HOLDER

CANCELLATION

County of Mendocino
 Mendocino County
 Department of Transportation
 340 Lake Mendocino Drive
 Ukiah, CA 95482

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

David C. Eckman

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DESCRIPTIONS (Continued from Page 1)

Liability is primary and non contributory and includes severability of interests per policy form. Waiver of Subrogation applies to Commercial General Liability, Automobile Liability and Workers Compensation. Cancellation provisions are solely as shown on this certificate. Cancellation: 30 Day/10 Day for Non-Payment of Premium.

EXCERPTS FROM: Fireman's Fund **ABC MULTICOVER – AB 91 89 08 07**

THIS ENDORSEMENT MODIFIES INSURANCE PROVIDED UNDER THE FOLLOWING: AMERICAN BUSINESS COVERAGE

2. **Blanket Additional Insured**

Section II – Liability Coverage, Part I. Who Is An Insured, Item 2. is amended to include:

- f. Any person or organization that you are required by a written insured contract to include as an insured, subject to all of the following provisions:
 - (1) Coverage is limited to their liability arising out of:
 - (a) the ownership, maintenance or use of that part of the premises, or land owned by, rented to, or leased to you; or
 - (b) your ongoing operations performed for that insured; or
 - (c) that insured's financial control of you; or
 - (d) the maintenance, operation or use by you of equipment leased to you by such person(s) or organization(s)

4. **Blanket Waiver of Subrogation**

Section II – Liability Coverage, Part K. Liability and Medical Payments General Conditions, is amended to include:

- 6. Transfer or Rights of Recovery Against Others to us and Blanket Waiver of Subrogation
 - b. If required by a written insured contract, we waive any right of recovery we may have against any person or organization because of payments we make for injury or damage arising out of your operations or your work for that person or organization.

19. **Common Policy Conditions** (AB 00 09 A 01 87), Part H. Other Insurance, Item 2 is replaced with:

- 2. Coverage C – Liability

If other valid and collectible insurance is available to any insured for a loss we cover under Coverage C of this Coverage Part our obligations are limited as follows:

 - a. The insurance provided under this policy is primary if you are required by a written insured contract to include any person or organization as an insured, but only with respect to that insured's liability arising out of the ownership, maintenance, or use of that part of the premises owned by or rented to you, or your work for that insured by or for you. Any other insurance available to that person or organization is excess and noncontributory with this insurance.

EXCERPT FROM: **PROPERTY/LIABILITY POLICY -- AB 90 00 12 93**

II. K. 5. Separation of Insureds

Except with respect to the Limits of Insurance, and any rights or duties specifically assigned in this policy to the first Named Insured, this insurance applies:

- a. As if each Named Insured were the only Named Insured; and
- b. Separately to each insured against whom claim is made or suit is brought.

Insured Drake, Haglan & Associates, Inc.

Policy Number AZC80912507

Effective Date 10/23/2016

Aggregate Limits of Insurance (Per Project) - AB 93 16 05 04
Policy Amendment Section II

This endorsement modifies insurance provided under the following:

American Business Coverage

Section II - Liability Coverages, Part J. Liability and Medical Payments Limits of Insurance, 4. Aggregate Limits, applicable to injury or damage arising from all occurrences during the policy period other than injury or damage:

1. included in the products - completed operations hazard; or
2. arising out of personal injury offenses or advertising injury offenses,

applies separately to each of your projects away from premises owned by or rented to you.

This form MUST be attached to Change Endorsement when issued after the policy is written.
One of the Fireman's Fund Insurance Companies as named in the policy.

AB 93 16 05 04

FleetCover® Endorsement - CA 70 18 10 14

Policy Amendment(s)

This endorsement modifies insurance provided under the following:

Business Auto Coverage Form
Motor Carrier Coverage Form

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

A. Broadened Named Insured

Section II - Covered Autos Liability Coverage, A. Coverage, 1. Who Is An Insured, the following is added:

Any organization you own on the inception of this policy, or newly acquire or form during the policy period, and over which you maintain during the policy period, majority ownership or majority interest will qualify as a Named Insured if:

- (1) There is no other similar insurance available to that organization; and
- (2) The first Named Insured shown in the Declarations of this policy has the responsibility of placing insurance for that organization; and
- (3) The organization is incorporated or organized under the laws of the United States of America.

However:

- (a) Coverage under this provision is afforded only until the next occurring 12 month anniversary of the beginning of the policy period shown in the Declarations, or the end of the policy period, whichever is earlier; and
- (b) Coverage under this provision does not apply to **bodily injury or property damage** that results from an **accident** that occurred before you acquired or formed the organization; and
- (c) No person or organization is an **insured** with respect to any current or past partnership, or joint venture that is not shown as a Named Insured in the Declarations; and
- (d) Coverage under A.(1), (2) and (3) above does not apply to any organization that is covered as an insured under any other automobile liability insurance policy whose limits of insurance have been exhausted or whose insurer has become insolvent.

B. Broadened Who Is an Insured

1. Form CA0001 (if attached to this policy), **Section II - Covered Autos Liability Coverage, A. Coverage, 1. Who Is An Insured**, item b.(2) is deleted, and d. is added as follows:
 - d. Your **employee** while using with your permission his owned **auto**, or an **auto** owned by a member of his or her household, in your business or your personal affairs, provided you do not own, hire or borrow that **auto**.

This Form must be attached to Change Endorsement when issued after the policy is written.
One of the **Fireman's Fund Insurance Companies** as named in the policy

2. Form CA0020 (if attached to this policy), **Section II - Covered Autos Liability Coverage**, A. Coverage, 1. Who Is An Insured, item b.(2) is deleted, and f. is added as follows:

f. Your **employee** or agent while using with your permission his owned **private passenger type auto**, or a **private passenger type auto** owned by a member of his or her household, in your business or your personal affairs, provided you do not own, hire or borrow that **auto**.

C. Additional Insured Coverage and Waiver of Subrogation

1. Form CA0001 (if attached to this policy), **Section II - Covered Autos Liability Coverage**, A. Coverage, 1. Who Is An Insured, the following is added as item e.; and form CA0020 (if attached to this policy), **Section II - Covered Autos Liability Coverage**, A. Coverage, 1. Who Is An Insured; the following is added as item g.:

Any person or organization with respect to the operation, maintenance, or use, of a covered **auto**, provided that you and such person or organization have agreed under an expressed provision in a written **insured contract** or written agreement, or a written permit issued to you by a governmental or public authority, to add such person, organization, or governmental or public authority to this policy as an **insured**.

However, such person or organization is an **insured**:

- (1) Only with respect to the operation, maintenance, or use, of a covered **auto**; and
 - (2) Only for **bodily injury** or **property damage** caused by an **accident** which takes place after:
 - (a) You executed the **insured contract** or written agreement; or
 - (b) The permit has been issued to you.
2. Form CA0001 (if attached to this policy), **Section IV - Business Auto Conditions**, A. Loss Conditions, item 5.; and form CA0020 (if attached to this policy), **Section V - Motor Carrier Conditions**, A. Loss Conditions, item 6.; the following is added:

Waiver of Subrogation

If required by a:

- a. Written **insured contract** or written agreement executed prior to the **accident**; or
- b. Written permit issued to you by a governmental or public authority prior to the **accident**;

we waive any right of recovery we may have against any person or organization named in such contract, agreement or permit, because of payments we make for injury or damage arising out of a covered **auto**.

D. Auto Medical Payments - Increased Limit

For each covered **auto** described in the Declarations or shown in the Schedule as having Auto Medical Payments Coverage, the Medical Payments Limit of Insurance for those **autos** is revised to the greater of:

1. \$5,000; or
2. The limit shown in the Declarations.

E. Hired Auto Physical Damage Coverage and Loss of Use Expenses

Hired Auto Physical Damage Coverage

If Physical Damage Coverage is provided by this policy on your owned covered **autos**, the following applies:

Any **auto** that you lease, hire, rent or borrow without a driver, will be covered under this policy for Physical Damage Coverage. However, any such **auto**:

1. Will be covered only for the same Physical Damage Coverage that applies to your owned covered **autos**;
2. Will be subject to the same applicable deductible shown in the Declarations that applies to your most similar owned covered **auto**, except any Comprehensive Coverage deductible does not apply to **loss** caused by fire or lightning; and
3. The most we will pay for any one **loss** in any one **accident** is the lesser of the following:
 - a. Actual Cash Value of the damaged or stolen property as of the time of the **loss** as determined by us; or
 - b. The cost of repairing or replacing the damaged or stolen property with other property of like kind and quality.

In addition, we will pay costs and fees associated with such covered **loss** only for a maximum time period of seven days beginning with the date of **loss**, subject to a maximum of \$500.

However:

- (1) If form CA0001 is attached to this policy, this coverage does not apply to **autos** you lease, hire, rent or borrow from any of your **employees**, partners (if you are a partnership), members (if you are a limited liability company) or members of their households; and
- (2) If form CA0020 is attached to this policy, this coverage does not apply to any **private passenger type auto** you lease, hire, rent or borrow from any member of your household, any of your **employees**, partners (if you are a partnership), members (if you are a limited liability company), or agents or members of their households.

Hired Auto Loss of Use Expenses

Form CA0001 (if attached to this policy), **Section III - Physical Damage Coverage**, A. Coverage, 4. Coverage Extension, b. Loss of Use Expenses; and form CA0020 (if attached to this policy), **Section IV - Physical Damage Coverage**, A. Coverage, 4. Coverage Extension, b. Loss of Use Expenses; is deleted and replaced by the following:

- b. For Hired Auto Physical Damage, we will pay expenses for which an **Insured** becomes legally responsible to pay for loss of use of a vehicle rented or hired without a driver, under a written rental contract or agreement. We will pay for loss of use expenses if caused by:
 - (1) Other than collision only if the Declarations indicate that Comprehensive Coverage is provided for any covered **auto**;
 - (2) Specified Causes of Loss only if the Declarations indicate that Specified Causes of Loss is provided for any covered **auto**; or
 - (3) Collision only if the Declarations indicate that Collision Coverage is provided for any covered **auto**.

However, the most we will pay for any expenses for loss of use is \$100 per day, to a maximum of \$1,000.

F. Coverage Territory - Hired Auto

1. Form CA0001, (if attached to this policy), **Section IV - Business Auto Conditions**, B. General Conditions, 7. Policy Period, Coverage Territory, b.(5) is deleted and replaced by the following:

- (5) Anywhere in the world if a covered **auto** of the private passenger type is leased, hired, rented or borrowed without a driver for a period of 180 days or less,
2. Form CA0020 (if attached to this policy), **Section V - Motor Carrier Conditions**, B. General Conditions, 7. Policy Period, Coverage Territory, b.(5) is deleted and replaced by the following:

- (5) Anywhere in the world if a covered **auto** of the **private passenger type** is leased, hired, rented or borrowed without a driver for a period of 180 days or less,

G. Communication Equipment Coverage

Form CA0001 (if attached to this policy), **Section III - Physical Damage Coverage**, C. Limits of Insurance, Paragraph 1.b.; and form CA0020 (if attached to this policy), **Section IV - Physical Damage Coverage**, C. Limits of Insurance, Paragraph 1.b.; is deleted and replaced by the following:

- b. All electronic equipment that reproduces, receives or transmits audio, visual or data signals in any one loss is \$1,500, if, at the time of loss, such electronic equipment is:

H. Tapes, Records, CDs and DVD Coverage

The Physical Damage Coverage Section is amended as follows:

1. The exclusion referring to tapes, records, discs, or other similar audio, visual or data electronic devices designed for use with audio, visual or data electronic equipment does not apply.
2. Under Comprehensive Coverage - Form CA0001 (if attached to this policy), **Section III- Physical Damage Coverage**, A. Coverage; and form CA0020 (if attached to this policy), **Section IV- Physical Damage Coverage**, A. Coverage; the following is added:

We will pay for loss to tapes, records, discs or other similar devices used with audio, visual or data electronic equipment. We will pay only if the tapes, records, discs or other similar audio, visual or data electronic devices:

- a. Are your property, or that of a family member; and
- b. Are in a covered **auto** at the time of a loss.

The most we will pay for loss is \$250. No deductible applies to this coverage.

I. Personal Effects Coverage

Form CA0001 (if attached to this policy), **Section III - Physical Damage Coverage**, A. Coverage, 4. Coverage Extensions; and form CA0020 (if attached to this policy), **Section IV - Physical Damage Coverage**, A. Coverage, 4. Coverage Extension; item c. is added as follows:

- c. Personal Effects Coverage

We will pay up to \$500 for loss for clothing items or other personal effects that are owned by an insured and are in a covered **auto** in the event of a covered loss.

Personal Effects do not include audio visual or electronic devices, money, giftcards, securities, jewelry, or tools.

This coverage is excess over any other collectible insurance.

No deductible applies to this coverage.

J. Airbag Coverage

Form CA0001 (if attached to this policy), **Section III - Physical Damage Coverage, B. Exclusions, 3.a.**; and form CA0020 (if attached to this policy), **Section IV - Physical Damage Coverage, B. Exclusions, 3.a.**; the following is added:

However, mechanical breakdown does not mean the unintended discharge of an airbag, provided that any loss covered under this provision is excess over any other collectable insurance or warranty designed to cover such unintended discharge.

K. Rental Reimbursement

Form CA0001 (if attached to this policy), **Section III - Physical Damage Coverage, A. Coverage, 4. Coverage Extensions**; and form CA0020 (if attached to this policy), **Section IV - Physical Damage Coverage, A. Coverage, 4. Coverage Extension**; item d. is added as follows:

d. Rental Reimbursement or Transportation Expenses

If loss occurs to a covered **auto** described or designated in the Declarations or Schedule and covered for Physical Damage Coverage, we will pay for rental expenses for the rental of a similar replacement **auto** and additional transportation expenses, incurred by you. This payment applies in addition to the otherwise applicable amount of each coverage you have on the covered **auto**. No deductible applies to this coverage.

However:

- (1) We will pay only for those expenses incurred by you that begin 24 hours after the covered loss.
- (2) We will cease paying for those expenses, regardless of the policy's expiration date, at the earlier of the following dates:
 - (a) The number of days reasonably required to repair or replace the covered **auto**. If loss is caused by theft, this number of days is added to the number of days it takes to locate and return the covered **auto** to you; or
 - (b) 45 days from the date this coverage begins.
- (3) Our payment is limited to the lesser of the following amounts:
 - (a) Necessary and actual expenses incurred by you; or
 - (b) \$1,500.
- (4) This coverage does not apply while there are spare or reserve **autos** available to you for your operations.
- (5) If loss results from the total theft of a covered **private passenger type auto** (if CA0020 is attached to this policy), or a covered private passenger **auto** (if CA0001 is attached to this policy), we will pay under this coverage only that amount of your covered rental expenses or additional transportation expenses which are not already provided for under the Physical Damage Coverage Extensions.

L. Extended Towing Coverage

1. Form CA0001 (if attached to this policy), **Section III - Physical Damage Coverage, A. Coverage, 2. Towing**, is deleted and replaced by the following:

2. Extended Towing

We will pay up to \$750 per disablement for towing and labor costs you incur each time your covered **auto** is disabled. However:

- a. All labor must be performed at the place of disablement; and
- b. If the covered **auto** is of the private passenger type, no deductible applies; and
- c. If the covered **auto** is not of the private passenger type, our obligation to pay will be reduced by a \$250 deductible per disablement.
- d. If the covered **auto** is not of the private passenger type and the disablement results from a loss covered under **Section III - Physical Damage Coverage, A. Coverage, Paragraphs 1, a., b., or c.**, there is no separate deductible for the Extended Towing Coverage.

For purposes of this coverage, disablement means a breakdown of the covered **auto** including mechanical breakdown, engine failure, or tire blowout, where repairs cannot be made roadside and a tow is required to remove the auto from the roadway and to seek additional services and repair.

2. Form CA0020 (if attached to this policy), **Section IV - Physical Damage Coverage, A. Coverage, 2. Towing - Private Passenger Autos**, is deleted and replaced by the following:

2. Extended Towing

We will pay up to \$750 per disablement for towing and labor costs you incur each time your covered **auto** is disabled. However:

- a. All labor must be performed at the place of disablement; and
- b. If the covered **auto** is of the **private passenger type**, no deductible applies; and
- c. If the covered **auto** is not of the **private passenger type**, our obligation to pay will be reduced by a \$250 deductible per disablement.
- d. If the covered **auto** is not of the **private passenger type** and the disablement results from a loss covered under **Section IV - Physical Damage Coverage, A. Coverage, Paragraphs 1, a., b., or c.**, there is no separate deductible for the Extended Towing Coverage.

For purposes of this coverage, disablement means a breakdown of the covered **auto** including mechanical breakdown, engine failure, or tire blowout, where repairs cannot be made roadside and a tow is required to remove the auto from the roadway and to seek additional services and repair.

M. Cancellation - 120 Days Notice

If we cancel this policy for any reason other than nonpayment of premium, we will mail or deliver to the first Named Insured at the last mailing address known to us, written notice of cancellation at least 120 days prior to the effective date of cancellation.

N. Supplementary Payments - Increased Limits

Section II - Covered Autos Liability Coverage, 2. Coverage Extensions, a. Supplementary Payments, items (2) and (4) are deleted and replaced by the following:

- (2) Up to \$2,500 for the cost of bail bonds (including bonds for related traffic law violations) required because of an **accident** we cover. We do not have to furnish these bonds.

- (4) All reasonable expenses incurred by the **insured** at our request, including substantiated loss of earnings up to \$500 a day, because of time off from work.

O. Duties In The Event Of Accident, Claim, Suit Or Loss - Amended

Form CA0001 (if attached to this policy) **Section IV - Business Auto Conditions, A. Loss Conditions, item 2. a.;** and form CA0020 (if attached to this policy) **Section V - Motor Carrier Conditions, A. Loss Conditions, item 2. a.;** is deleted and replaced by the following:

- a. In the event of **accident, claim, suit or loss**, you must promptly notify us or our authorized representative when it becomes known to:
- (1) You, if you are an individual;
 - (2) Your partner or member, if you are a partnership or joint venture;
 - (3) Your member, if you are a limited liability company;
 - (4) Your executive officer if you are an organization other than a partnership, joint venture or limited liability company; or
 - (5) Your authorized representative or insurance manager.

Knowledge of an **accident, claim, suit or loss** by other persons does not imply that the persons listed above have such knowledge.

Notice should include:

- (a) How, when and where the **accident or loss** occurred; and
- (b) The **insured's** name and address; and
- (c) To the extent possible, the names and address of any injured persons and witnesses.

P. Unintentional Failure to Disclose Hazards

Form CA0001 (if attached to this policy), **Section IV - Business Auto Conditions, B. General Conditions, item 2.;** and form CA0020 (if attached to this policy), **Section V - Motor Carrier Conditions, B. General Conditions, item 2.;** the following is added:

However, if you unintentionally fail to disclose any hazards existing at the inception date of this policy, we will not deny coverage under this Coverage Form because of such failure. However, this provision does not affect our right to collect additional premium or exercise our right of cancellation or non-renewal.

Q. Fellow Employee Coverage

Section II - Covered Autos Liability Coverage, B. Exclusions, 5. Fellow Employee, the following is added:

However, this exclusion does not apply if the **bodily injury** results from the use of a covered **auto** you own or hire, and provided that any coverage under this provision only applies in excess over any other collectible insurance.

R. Limited Mexico Coverage

WARNING

AUTO ACCIDENTS IN MEXICO ARE SUBJECT TO THE LAWS OF MEXICO ONLY - NOT THE LAWS OF THE UNITED STATES OF AMERICA. THE REPUBLIC OF MEXICO CONSIDERS ANY AUTO ACCIDENT A CRIMINAL OFFENSE AS WELL AS A CIVIL MATTER.

IN SOME CASES THE COVERAGE PROVIDED HERE MAY NOT BE RECOGNIZED BY THE MEXICAN AUTHORITIES AND WE MAY NOT BE ALLOWED TO IMPLEMENT THIS COVERAGE AT ALL IN MEXICO. YOU SHOULD CONSIDER PURCHASING AUTO COVERAGE FROM A LICENSED MEXICAN INSURANCE COMPANY BEFORE DRIVING IN MEXICO.

THIS ENDORSEMENT DOES NOT APPLY TO ACCIDENTS OR LOSSES WHICH OCCUR OUTSIDE OF 25 MILES FROM THE BORDER OF THE UNITED STATES OF AMERICA.

Form CA0001 (if attached to this policy), **Section IV - Business Auto Conditions**, B. General Conditions, item 7.; and form CA0020 (if attached to this policy), **Section V - Motor Carrier Conditions**, B. General Conditions, item 7.; the following is added:

The coverage territory is extended to include Mexico, but only:

- (i) For **accidents** or **losses** occurring within 25 miles of the United States border; and
- (ii) For trips into Mexico of 10 days or less; and
- (iii) If the covered **auto** is principally garaged and principally used in the United States; and
- (iv) If the **insured** is a resident of the United States.

If a **loss** to a covered **auto** occurs in Mexico, we pay for such **loss** in the United States. If the covered **auto** must be repaired in Mexico in order to be driven, we will not pay for more than the actual cash value of such **loss** as determined by us at the nearest United States point where the repairs can be made.

Any insurance provided under this provision will be excess over any other collectible insurance.

S. Extended Glass Coverage

Form CA0001 (if attached to this policy), **Section III - Physical Damage Coverage**, A. Coverage, item 3.a.; and form CA0020 (if attached to this policy), **Section IV - Physical Damage Coverage**, A. Coverage, item 3.a.; is deleted and replaced by the following:

- a. Glass breakage. If glass must be replaced, the deductible will be \$100 or the deductible shown in the Declarations, whichever is less. If glass can be repaired and is actually repaired rather than replaced, the deductible will be waived. You have the option of having the glass repaired rather than replaced.

T. Broadened Definition of Bodily Injury

Form CA0001 (if attached to this policy), **Section V - Definitions**, item C.; and form CA0020 (if attached to this policy), **Section VI - Definitions**, item C.; is replaced by the following:

- C. **Bodily injury** means bodily injury, sickness or disease sustained by a person including death or mental anguish resulting from any of these at any time. Mental anguish means any type of mental or emotional illness or disease.

U. Customer Lease or Loan Physical Damage Coverage Extension

Form CA0001 (if attached to this policy), **Section III - Physical Damage Coverage**, C. Limits of Insurance; and form CA0020 (if attached to this policy), **Section IV - Physical Damage Coverage**, C. Limits of Insurance; item 4. is added as follows:

- 4. If your covered owned **auto** is:
 - (1) Shown in the Schedule and designated as covered for Physical Damage Coverage; and
 - (2) Shown in this policy as having a loss payee or additional insured-lessor; and

(3) Incurs a covered total loss;

we will pay the greater of:

- (a) The actual cash value, as determined by us, of the damaged or stolen property as of the time of the total loss; or
- (b) The **outstanding indebtedness** under the initial finance agreement for the covered **auto** and its equipment.

As used here, **outstanding indebtedness** means the amount you owe on the finance agreement at the time of total loss:

- (i) Less any amounts representing taxes, overdue payments, penalties, interest, or charges resulting from overdue payments, additional mileage, excess wear and tear, or lease termination fees; and
- (ii) Less any administrative costs or overhead fees assessed by the finance company who has leased the covered **auto** to you; and
- (iii) Less security deposits not returned by the lessor; and
- (iv) Less costs for extended warranties, Credit Life Insurance, Health, Accident or Disability Insurance purchased with the loan or lease; and
- (v) Less carry-over balances from previous loans or leases.

V. Two or More Deductibles

1. **Section III - Physical Damage Coverage D. Deductible**, of form CA0001 (if attached to this policy), the following is added:

If another Fireman's Fund Insurance Company policy or coverage form that is not an automobile policy or coverage form applies to the same **accident** or **loss**, the following applies:

- (1) If the deductible under this **Business Auto Coverage Form** is the lesser (or least) deductible, it will be waived.
- (2) If the deductible under this **Business Auto Coverage Form** is not the lesser (or least) deductible, it will be reduced by the amount of the lesser (or least) deductible.

2. **Section IV - Physical Damage Coverage, D. Deductible** of form CA0020 (if attached to this policy), the following is added:

If another Fireman's Fund Insurance Company policy or coverage form that is not an automobile policy or coverage form applies to the same **accident** or **loss**, the following applies:

- (1) If the deductible under this **Motor Carrier Coverage Form** is the lesser (or least) deductible, it will be waived.
- (2) If the deductible under this **Motor Carrier Coverage Form** is not the lesser (or least) deductible, it will be reduced by the amount of the lesser (or least) deductible.

All other terms and conditions of the policy remain unchanged.

Insured: Drake, Haglan & Associates, Inc.

Policy Number: WZP81035769

Effective Date: 10/23/2016

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**WAIVER OF OUR RIGHT TO RECOVER FROM
OTHERS ENDORSEMENT - CALIFORNIA**

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

You must maintain payroll records accurately segregating the remuneration of your employees while engaged in the work described in the Schedule.

The additional premium for this endorsement shall be _____ % of the California workers' compensation premium otherwise due on such remuneration.

SCHEDULE

Person or Organization

County of Mendocino
Mendocino County
Department of Transportation
340 Lake Mendocino Drive

Job Description

Waiver of Subrogation applies in favor of: County of Mendocino, its elected or appointed officials, employees or volunteers

Countersigned by



Authorized Representative

Form WC 04 03 06
Process Date:

(1) Printed in U.S.A.

Policy Expiration Date: