

**PERSONAL SERVICES AGREEMENT
BETWEEN THE COUNTY OF SHASTA AND
MORRISON STRUCTURES, INC**



**TO PROVIDE ENGINEERING SERVICES
FOR SPRING CREEK ROAD AT
FALL RIVER BRIDGE REPLACEMENT PROJECT**

**FEDERAL AID PROJECT NO. BRLO-5906(087)
COUNTY PROJECT NO. 705920**

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ARTICLE I INTRODUCTION

- A. This contract is between the following named, hereinafter referred to as, CONSULTANT and the County of Shasta, a political subdivision of the State of California through the Department of Public Works, hereinafter referred to as, COUNTY.

The name of the "CONSULTANT" is as follows: Morrison Structures, Inc.

Incorporated in the State of California

The Project Manager for the "CONSULTANT" will be Bob Morrison, Jr., M.S. C.E., S.E.

The Contract Administrator for COUNTY will be John Crowe

- B. The work to be performed under this contract is described in Article VI entitled Statement of Work/Responsibilities of Consultant and the approved Consultant Scope of Services dated February 28, 2017, attached as Attachment A and incorporated as part of this contract. The approved Consultant Cost Proposal is attached hereto (Attachment B) and incorporated by reference. If there is any conflict between the approved Cost Proposal and this contract, this contract shall take precedence.
- C. The consideration to be paid to CONSULTANT as provided herein, shall be in compensation for all of CONSULTANT's expenses incurred in the performance hereof, including travel and per diem, unless otherwise expressly so provided.

ARTICLE II INDEMNIFICATION

To the fullest extent permitted by law, CONSULTANT shall indemnify and hold harmless COUNTY, its elected officials, officers, employees, agents, and volunteers against all claims, suits, actions, costs, expenses, (including, but not limited to, reasonable attorney's fees of County Counsel and counsel retained by COUNTY, expert fees, litigation costs, and investigation costs), damages, judgments, or decrees arising from the work or the provision of services undertaken pursuant to this contract by CONSULTANT, or by any of CONSULTANT's subcontractors, any person employed under CONSULTANT, or under any subcontractor, or in any capacity, except when the injury or loss is caused by the sole negligence or intentional wrongdoing of COUNTY. CONSULTANT shall also, at CONSULTANT's own expense, defend the COUNTY, its elected officials, officers, employees, agents, and volunteers, against any claim, suit, action or proceeding brought against COUNTY, its elected officials, officers, employees, agents, and volunteers, arising from the work or the provision of services undertaken pursuant to this contract by CONSULTANT, or any of CONSULTANT's subcontractors, any person employed under CONSULTANT, or under any Subcontractor, or in any capacity. CONSULTANT shall also defend and indemnify COUNTY for any adverse determination made by the Internal Revenue Service or the State Franchise Tax Board and/or any other taxing or regulatory agency and shall defend, indemnify, and hold harmless COUNTY with respect to CONSULTANT's "independent Contractor" status that would establish a liability on COUNTY for failure to make social security deductions or contributions or income tax withholding payments, or any other legally mandated payment. The provisions of this paragraph are intended to be interpreted as broadly as permitted by applicable law. This provision shall survive the termination, expiration, or cancellation of this contract.

For professional services provided under this contract, CONSULTANT shall indemnify, defend, and hold harmless COUNTY, its elected officials, officers, employees, agents, and volunteers from and against any and all claims, demands, actions, losses, liabilities, damage, and costs, including reasonable attorneys' fees, arising out of or resulting from the negligent performance of the professional services provided under this contract. CONSULTANT shall also, at CONSULTANT's own expense, defend the COUNTY against any suit or action brought against COUNTY founded upon any claim, action or proceeding which is based upon the work or the provision of services undertaken pursuant to this contract. The words "professional services" shall be interpreted as defined in Civil Code section 2782.8, as it may be amended from time to time. The provisions of this paragraph are intended to be interpreted as broadly as permitted by applicable law.

ARTICLE III EMPLOYMENT STATUS OF CONSULTANT

CONSULTANT shall, during the entire term of this contract, be construed to be an independent contractor, and nothing in this contract is intended nor shall be construed to create an employer-employee relationship, a joint venture relationship, or to allow COUNTY to exercise discretion or control over the professional manner in which CONSULTANT performs the work or services that are the subject matter of this contract; provided, however, that the work or services to be provided by CONSULTANT shall be provided in a manner consistent with the professional standards applicable to such work or services. The sole interest of COUNTY is to insure that the work or services shall be rendered and performed in a competent, efficient, and satisfactory manner. CONSULTANT shall be fully responsible for payment of all taxes due to the State of California or the federal government that would be withheld from compensation if CONSULTANT were a COUNTY employee. COUNTY shall not be liable for deductions for any amount for any purpose from CONSULTANT's compensation. CONSULTANT shall not be eligible for coverage under COUNTY's workers' compensation insurance plan nor shall CONSULTANT be eligible for any other COUNTY benefit. CONSULTANT must issue W-2 and 941 Forms for income and employment tax purposes, for all of CONSULTANT's assigned personnel under the terms and conditions of this contract.

ARTICLE IV NONASSIGNMENT OF AGREEMENT; NON-WAIVER

Inasmuch as this contract is intended to secure the specialized services of CONSULTANT, CONSULTANT may not assign, transfer, delegate, or sublet any interest herein without the prior written consent of COUNTY. The waiver by COUNTY of any breach of any requirement of this contract shall not be deemed to be a waiver of any other breach.

ARTICLE V ENTIRE AGREEMENT; AMENDMENTS; HEADINGS; EXHIBITS/APPENDICES

- A. This contract supersedes all previous contracts relating to the subject of this contract and constitutes the entire understanding of the parties hereto. CONSULTANT shall be entitled to no other benefits other than those specified herein. CONSULTANT specifically acknowledges that in entering into and executing this contract, CONSULTANT relies solely upon the provisions contained in this contract and no others.
- B. No changes, amendments, or alterations to this contract shall be effective unless in writing and signed by both parties. However, minor amendments that do not result in a substantial or functional change to the original intent of this contract and do not cause an increase to the maximum amount payable under this contract may be agreed to in writing between CONSULTANT and Public Works Director, provided that the amendment is in substantially the same format as the COUNTY's standard format amendment contained in the Shasta County Contracts Manual (Administrative Policy 6-101).
- C. The headings that appear in this contract are for reference purposes only and shall not affect the meaning or construction of this contract.
- D. If any ambiguity, inconsistency, or conflict exists or arises between the provisions of this contract and the provisions of any of this contract's exhibits or appendices, the provisions of this contract shall govern.

ARTICLE VI STATEMENT OF WORK/RESPONSIBILITIES OF CONSULTANT

- A. Pursuant to the terms and conditions of this agreement, CONSULTANT shall perform engineering, project management, bridge hydraulic and geotechnical services in accordance with the February 28, 2017 Morrison Structures, Inc. proposal and fee schedule (Attached) and Caltrans design and procedures manuals
- B. As required by Government Code section 7550, each document or report prepared by CONSULTANT for or under the direction of COUNTY pursuant to this contract shall contain the numbers and dollar

amount of the contract and all subcontracts under the contract relating to the preparation of the document or written report. If multiple documents or written reports are the subject of the contract or subcontracts, the disclosure section may also contain a statement indicating that the total contract amount represents compensation for multiple documents or written reports. CONSULTANT shall label the bottom of the last page of the document or report as follows: department name, contract number, and dollar amount. If more than one document or report is produced under this contract, CONSULTANT shall add: "This [document or report] is one of [number] produced under this contract."

ARTICLE VII RESPONSIBILITIES OF COUNTY

- A. COUNTY shall provide information about the requirements for the project including the budget limitations and scheduling.
- B. COUNTY shall provide existing non-confidential maps, drawings, specifications, data, or any other non-confidential information in COUNTY's possession requested by the CONSULTANT in furtherance of performing the services provided for in this contract.
- C. COUNTY shall be responsible for obtaining right to enter agreements with landowners as necessary to conduct on-site investigations.

ARTICLE VIII CONSULTANT'S REPORTS OR MEETINGS

- A. CONSULTANT shall submit progress reports to COUNTY's Contract Administrator at least once a month. The report must be sufficiently detailed for the COUNTY's Contract Administrator to determine, if CONSULTANT is performing to expectations, or is on schedule; to provide communication of interim findings, and to sufficiently address any difficulties or special problems encountered, so remedies can be developed.
- B. CONSULTANT's Project Manager shall meet with COUNTY's Contract Administrator, as directed by COUNTY's Contract Administrator, to discuss progress on the contract.

ARTICLE IX PERFORMANCE PERIOD

- A. This contract shall go into effect upon the date of signing by the Chairman of the Shasta County Board of Supervisors. The contract shall end upon the filing of a notice of completion for the project, 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 X 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 \$22,441.43. 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 Federal mileage and per diem rates in effect at the time expense is incurred.
- 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 XI 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 XVI 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:

Shasta County DPW / John Crowe
1855 Placer Street
Redding, CA 96001
- H. The total amount payable by COUNTY including the fixed fee shall not exceed \$320,000.
- 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 XI 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 COUNTY shall be liable if this contract is terminated is \$320,000 or a fraction thereof equal to the percent of work completed at the time of termination.

ARTICLE XII 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 XIII 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 XIV 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.

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 XV 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 XVI 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 XVII STATE PREVAILING WAGE RATES

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

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

ARTICLE XVIII 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 XIX REBATES, KICKBACKS OR OTHER UNLAWFUL CONSIDERATION

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 XX PROHIBITION OF EXPENDING LOCAL AGENCY STATE OR FEDERAL FUNDS FOR LOBBYING

- A. CONSULTANT certifies to the best of his or her knowledge and belief that:
 - 1. No state, federal or local agency 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 XXI 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.
- 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 contract 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 contract covers a program whose goal is employment.

ARTICLE XXII 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.

ARTICLE XXIII 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 COUNTY for the purpose of this contract. In addition, this contract is subject to any additional restrictions, limitations, conditions, or any statute enacted by the Congress, State Legislature, or COUNTY 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. COUNTY has the option to void the contract under the 30-day termination clause pursuant to Article XI, or by mutual agreement to amend the contract to reflect any reduction of funds.

ARTICLE XXIV CHANGE IN TERMS

- A. This contract may be amended or modified only by mutual written agreement of the parties.
- B. CONSULTANT shall only commence work covered by an amendment after the amendment is executed and notification to proceed has been provided by COUNTY's Contract Administrator.
- C. There shall be no change in CONSULTANT's Project Manager or members of the project team, as listed in the approved Cost Proposal, which is a part of this contract without prior written approval by COUNTY's Contract Administrator.

ARTICLE XXV 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. There is no DBE goal for this contract. Participation by DBE consultant or subconsultants shall be in accordance with information contained in the Consultant Proposal DBE Commitment (Exhibit 10-01), or in the Consultant Contract DBE Information (Exhibit 10-02) 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 COUNTY's 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 COUNTY's 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.

ARTICLE XXVI 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 DISPUTES

- A. Any dispute, other than audit, concerning a question of fact arising under this contract that is not disposed of by agreement shall be decided by a committee consisting of COUNTY's Contract Administrator and COUNTY's Public Works Director, who may consider written or verbal information submitted by CONSULTANT.
- B. Not later than 30 days after completion of all deliverables necessary to complete the plans, specifications and estimate, CONSULTANT may request review by COUNTY Governing Board of unresolved claims or disputes, other than audit. The request for review will be submitted in writing.
- C. Neither the pendency of a dispute, nor its consideration by the committee will excuse CONSULTANT from full and timely performance in accordance with the terms of this contract.

ARTICLE XXVIII INSPECTION OF WORK

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

ARTICLE XXIX SAFETY

- A. CONSULTANT shall comply with OSHA regulations applicable to CONSULTANT regarding necessary safety equipment or procedures. CONSULTANT shall comply with safety instructions issued by COUNTY Safety Officer and other COUNTY representatives. CONSULTANT personnel shall wear hard hats and safety vests at all times while working on the construction project site.
- B. Pursuant to the authority contained in Section 591 of the Vehicle Code, COUNTY has determined that such areas are within the limits of the project and are open to public traffic. CONSULTANT shall comply with all of the requirements set forth in Divisions 11, 12, 13, 14, and 15 of the Vehicle Code. CONSULTANT shall take all reasonably necessary precautions for safe operation of its vehicles and the protection of the traveling public from injury and damage from such vehicles.
- C. Any subcontract entered into as a result of this contract, shall contain all of the provisions of this Article.

ARTICLE XXX INSURANCE

- A. Without limiting CONSULTANT's duties of defense and indemnification, CONSULTANT and any subcontractor shall obtain, from an insurance carrier authorized to transact business in the State of California, and maintain continuously during the term of this contract Commercial General Liability Insurance, including coverage for owned and non-owned automobiles, and other insurance necessary to protect the County and the public with limits of liability of not less than \$1 million combined single limit bodily injury and property damage; such insurance shall be primary as to any other insurance maintained by County.

- B. CONSULTANT and any subcontractor shall obtain and maintain continuously required Workers' Compensation and Employer's Liability Insurance to cover CONSULTANT, subcontractor, CONSULTANT's partner(s), subcontractor's partner(s), CONSULTANT's employees, and subcontractor's(s) employees with an insurance carrier authorized to transact business in the State of California covering the full liability for compensation for injury to those employed by CONSULTANT or subcontractor. Each such policy shall be endorsed to state that the Workers' Compensation carrier waives its right of subrogation against the County, its elected officials, officers, employees, agents, and volunteers which might arise in connection with this contract. CONSULTANT hereby certifies that CONSULTANT is aware of the provisions of section 3700 of the Labor Code, which requires every employer to insure against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of the Labor Code, and CONSULTANT shall comply with such provisions before commencing the performance of the work or the provision of services pursuant to this contract.
- C. CONSULTANT shall obtain and maintain continuously a policy of Errors and Omissions coverage with limits of liability of not less than \$1 million.
- D. CONSULTANT shall require subcontractors to furnish satisfactory proof to County that liability and workers' compensation and other required types of insurance have been obtained and are maintained similar to that required of CONSULTANT pursuant to this contract.
- E. With regard to all insurance coverage required by this contract:
- (1) Any deductible or self-insured retention exceeding \$25,000 for CONSULTANT or subcontractor shall be disclosed to and be subject to approval by the County Risk Manager prior to the effective date of this contract.
 - (2) If any insurance coverage required hereunder is provided on a "claims made" rather than "occurrence" form, CONSULTANT or subcontractor shall maintain such insurance coverage with an effective date earlier or equal to the effective date of this contract and continue coverage for a period of three years after the expiration of this contract and any extensions thereof. In lieu of maintaining post-contract expiration coverage as specified above, CONSULTANT or subcontractor may satisfy this provision by purchasing tail coverage for the claims-made policy. Such tail coverage shall, at a minimum, provide the insurance coverage required hereunder for claims received and reported three years after the expiration date of this contract.
 - (3) All insurance (except workers' compensation and professional liability) shall include an endorsement or an amendment to the policy of insurance which names *Shasta County, its elected officials, officers, employees, agents, and volunteers as additional insureds* and provides that coverage *shall not be reduced or canceled, a notice of said reduction or cancellation shall be provided to the County within 24 hours*. Any available insurance proceeds in excess of the specified minimum limits and coverage pursuant to the terms of this contract shall be applicable to the Additional Insured. The additional insureds coverage shall be equal to Insurance Service Office endorsement CG 20 10 for on-going operations, and CG 20 37 for completed operations.
 - (4) Each insurance policy (except for workers' compensation and professional liability policies), or an endorsement thereto, shall contain a "separation of insureds" clause which shall read:

"Separation of Insureds.

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

- a. As if each Named Insured were the only Named Insured; and

b. Separately to each suit insured against whom a claim is made or suit is brought.”

- (5) CONSULTANT shall provide the County with an endorsement or amendment to CONSULTANT's policy of insurance as evidence of insurance protection before the effective date of this contract.
- (6) The insurance coverage required herein shall be in effect at all times during the term of this contract. In the event any insurance coverage expires at any time during the term of this contract, CONSULTANT shall provide, at least 20 days prior to said expiration date, a new endorsement or policy amendment evidencing insurance coverage as provided for herein for not less than the remainder of the term of this contract or for a period of not less than one year. In the event CONSULTANT fails to keep in effect at all times insurance coverage as herein provided and a renewal endorsement or policy amendment is not provided within 10 days of the expiration of the endorsement or policy amendment in effect at inception of this contract, County may, in addition to any other remedies it may have, terminate this contract upon the occurrence of such event.
- (7) If the endorsement or amendment does not reflect the limits of liability provided by the policy of insurance, CONSULTANT shall provide County a certificate of insurance reflecting those limits.
- (8) Any of CONSULTANT's Excess Insurance shall contain a provision that such coverage shall also apply on a primary and non-contributory basis for the benefit of the County.

ARTICLE XXXI OWNERSHIP OF DATA

- A. Upon completion of all work under this contract, ownership and title to all reports, documents, plans, specifications, and estimates produced as part of this contract will automatically be vested in COUNTY; and no further agreement will be necessary to transfer ownership to COUNTY. CONSULTANT shall furnish COUNTY all necessary copies of data needed to complete the review and approval process.
- B. It is understood and agreed that all calculations, drawings and specifications, whether in hard copy or machine-readable form, are intended for one-time use in the construction of the project for which this contract has been entered into.
- C. CONSULTANT is not liable for claims, liabilities, or losses arising out of, or connected with the modification, or misuse by COUNTY of the machine-readable information and data provided by CONSULTANT under this contract; further, CONSULTANT is not liable for claims, liabilities, or losses arising out of, or connected with any use by COUNTY of the project documentation on other projects for additions to this project, or for the completion of this project by others, except only such use as may be authorized in writing by CONSULTANT.
- D. Applicable patent rights provisions regarding rights to inventions shall be included in the contracts as appropriate (48 CFR 27, Subpart 27.3 - Patent Rights under Government Contracts for federal-aid contracts).
- E. COUNTY may permit copyrighting reports or other agreement products. If copyrights are permitted; the agreement shall provide that the FHWA shall have the royalty-free nonexclusive and irrevocable right to reproduce, publish, or otherwise use; and to authorize others to use, the work for government purposes.
- F. 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 XXXII CLAIMS FILED BY COUNTY'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 XXXIII 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 XXXIV 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 XXXV 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 XXXVI RETENTION OF FUNDS

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

ARTICLE XXXVII COMPLIANCE WITH CHILD, FAMILY, AND SPOUSAL SUPPORT REPORTING OBLIGATIONS

Consultant's failure to comply with state and federal child, family, and spousal support reporting requirements regarding Consultant's employees or failure to implement lawfully served wage and earnings assignment orders or notices of assignment relating to child, family, and spousal support obligations shall constitute a default under this agreement. Consultant's failure to cure such default within 90 days of notice by County shall be grounds for termination of this agreement.

ARTICLE XXXVIII PROPERTY TAXES

Consultant represents and warrants that Consultant, on the date of execution of this agreement, (1) has paid all property taxes for which Consultant is obligated to pay, or (2) is current in payments due under any approved property tax payment arrangement. Consultant shall make timely payment of all property taxes at all times during the term of this agreement.

ARTICLE XXXIX LICENSES AND PERMITS

Consultant, and Consultant's officers, employees, and agents performing the work or services required by this agreement, shall possess and maintain all necessary licenses, permits, certificates, and credentials required by the laws of the United States, the State of California, the County of Shasta, and all other appropriate governmental agencies, including any certification and credentials required by County. Failure to maintain the licenses, permits, certificates, and credentials shall be deemed a breach of this agreement and constitutes grounds for the termination of this agreement by County.

ARTICLE XL AGREEMENT PREPARATION

It is agreed and understood by the parties that this agreement has been arrived at through negotiation and that neither Party is to be deemed the Party which created any uncertainty in this agreement within the meaning of section 1654 of the Civil Code.

ARTICLE XLI COMPLIANCE WITH POLITICAL REFORM ACT

Consultant shall comply with the California Political Reform Act (Government Code sections 81000, et seq.), with all regulations adopted by the Fair Political Practices Commission pursuant thereto, and with the County's Conflict of Interest Code, with regard to any obligation on the part of CONSULTANT to disclose financial interests and to recuse from influencing any COUNTY decision which may affect CONSULTANT'S financial interests. If required by the COUNTY'S Conflict of Interest Code, Consultant shall comply with the ethics training requirements of Government Code sections 53234, et seq.

ARTICLE XLII SEVERABILITY

If any portion of this agreement or application thereof to any person or circumstance is declared invalid by a court of competent jurisdiction or if it is found in contravention of any federal or state statute or regulation or COUNTY ordinance, the remaining provisions of this agreement, or the application thereof, shall not be invalidated thereby and shall remain in full force and effect to the extent that the provisions of this agreement are severable.

ARTICLE XLIII USE OF COUNTY PROPERTY

CONSULTANT shall not use COUNTY premises, property (including equipment, instruments, and supplies), or personnel for any purpose other than in the performance of CONSULTANT'S obligations under this agreement.

ARTICLE XLIV NOTIFICATION

All notices hereunder and communications regarding interpretation of the terms of this contract and changes thereto, shall be effected by the mailing thereof by registered or certified mail, return receipt requested, postage prepaid, and addressed as follows:

CONSULTANT:

Robert Lee Morrison, Jr
Morrison Structures, Inc., Project Manager
1890 Park Marina Drive, Suite 104
Redding, CA 96001
(530)246-8628

COUNTY:

Shasta County Department of Public Works
John Crowe, Contract Administrator
1855 Placer Street
Redding, CA 96001
Ph: (530) 225-5661 Fax: (530) 225-5667
E-mail: jcrowe@co.shasta.ca.us

ARTICLE XLV CONTRACT

The two parties to this contract, who are the before named CONSULTANT and the before named COUNTY, hereby agree that this contract constitutes the entire contract which is made and concluded in duplicate between the two parties. Both of these parties for and in consideration of the payments to be made, conditions mentioned, and work to be performed; each agree to diligently perform in accordance with the terms and conditions of this contract as evidenced by the signatures below.

SIGNATURE PAGE FOLLOWS

ARTICLE XLVI SIGNATURES

IN WITNESS WHEREOF, COUNTY and CONSULTANT have executed this agreement on the dates set forth below. By their signatures below, each signatory represents that he/she has the authority to execute this agreement and to bind the Party on whose behalf his/her execution is made.

COUNTY OF SHASTA

Date: _____

DAVID A. KEHOE, CHAIRMAN
Board of Supervisors
County of Shasta
State of California

ATTEST:

LAWRENCE G. LEES
Clerk of the Board of Supervisors

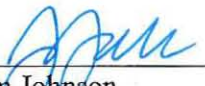
By: _____
Deputy

Approved as to form:


RUBIN E. CRUSE, JR.
County Counsel


By: 
David M. Yorton, Jr.
Senior Deputy County Counsel

RISK MANAGEMENT APPROVAL

By:  06/13/17
Jim Johnson
Risk Management Analyst II

CONSULTANT
MORRISON STRUCTURES, INC.

By: 
Print Name: ROBERT L. MORRISON, JR.
Title: CHIEF EXECUTIVE OFFICER
Date: JUNE 8, 2017
Tax I.D. #: 08-0455058

By: 
Print Name: ROBERT L. MORRISON, JR.
Title: SECRETARY
Date: JUNE 8, 2017

ATTACHMENT A

CONSULTANT PROPOSAL

Scope of Services

Our proposed scope of services was developed from information contained in the County's request for proposal; visits to the project site; discussions with County and Caltrans staff; review of data base, and our experience with many similar projects.

General

Morrison Structures team will provide all professional services necessary to prepare documents for the construction of the Spring Creek Road bridge (03C-0039) over Fall River. These services shall include but not be limited to bridge type selection, constructability report, hydraulics analysis and engineering design. In addition, Morrison Structures will work with the Shasta County assisting in the development of environmental documentation for the project, including area of potential effect mapping, project implementation scenarios and the description of how construction activities will occur.

A critical component of both the design and environmental phases will be the maintenance of consistent communication with the County Department of Public Works and the California Department of Transportation (Caltrans).

The project will be prepared using the Standard System of Units. All work will be prepared in accordance with the Caltrans engineering standards and formats and in accordance with the following Caltrans documents: Project Preparation Manual, Highway Design Manual, Standard Specifications, Standard Plans, Standard Special Provisions, Memos to Designers, Bridge Design Details, Bridge Design Aids, Bridge Design Specifications, as well as with the Standard Specifications for Highway Bridges as adopted by the American Association of State Highway and Transportation Officials (AASHTO).

Project Management

Management of the project will include, development and management of a baseline schedule for the work, along with budgets established for the work, management of the work execution and responding to various County, State, and Federal agency requirements for the project. Schedules will be updated on a monthly basis and submitted with a complete progress report with all billing statements. Also included will be the development and maintenance of work agreements, monitoring of expenditures, maintenance of project data, and response to internal and external requests for information.

Reviews and corrections to documents, reports, plans, specifications, estimate, and design calculations will be completed before submitting documents to the County. All documents will be prepared in an electronic format approved by the County. Upon approval both electronic format and hard copy shall be submitted. Unless otherwise stated below in the various tasks, 3 sets of all project related reports, studies, special provisions, and estimates will be provided. Records will be maintained for at least 48 months after final acceptance of PS&E.

PHASE I – PRELIMINARY ENGINEERING

Phase I work will generally consist of technical and economic analysis of select bridge types. Phase I will culminate in a preliminary engineering report which the County can present to Caltrans to document the bridge type selection for review and concurrence.

Initial Meeting

Morrison Structures will schedule a meeting with the County, and if available Caltrans, and California Department of Fish and Game (CDFG), to review the project site conditions and proposed improvements. Morrison Structures' bridge design engineer and the project teams' hydraulic engineer will attend the site meeting to bridge conditions, review the existing approach roadways, channel/flood plain, and affected facilities and gather information necessary to prepare and initiate the studies required for bridge replacement.

Meeting participants will discuss the visible conditions; establish the "maximum" limits of the project Area of Potential Effect (APE) map for identify issues of concern.

Bridge Hydraulic Studies

Pacific Hydrologic (PHI) will make a site visit and attend the initial meeting in order to prepare:

- A. Location Hydraulic Study and Summary Floodplain Encroachment Report in accordance with the Caltrans Environmental Handbook, Volume I, Chapter 17 – Floodplains.
- B. Hydraulic Design Study in accordance with Caltrans LPP Manual, Volume I, Section 8. The following tasks will be performed.

PHI will perform hydrologic analysis to identify the standard design flood (most probable 50-year flood) and base flood (most probable 100-year flood) and if possible, identify the flood of record. A flood frequency curve for the project site will be prepared.

Using the Corp's of Engineer's HEC RAS backwater model an existing condition backwater model for the project site will be prepared to analyze existing flood hydraulic conditions and define water surface profiles for the most probable 50- and 100-year floods, flood of record, and the overtopping flood. If possible this model will be calibrated to known high water elevations.

Candidate bridge replacement alternatives will be modeled and the water surface elevations of the floods of concern to design for replacement bridge structures will be determined. Scour and Erosion Analysis will be performed to estimate the potential local scour for candidate projects using methods presented in FHWA HEC-18. The potential for channel instability will be determined considering historic changes in channel geometry and land use using the Type 1 qualitative analysis described in FHWA HEC-20.

The DHS report will address the appropriate concerns presented in the Caltrans Local Programs Manual as well as those of other agencies and identified during the initial meeting. The report will be written to clearly identify the requirements of each agency and identify how the proposed project meets the requirements of each agency. Photos and figures will be included where appropriate. Prepare and provide A Caltrans Summary of Floodplain Encroachment forms and Location Hydraulic Study forms will be prepared.

Geotechnical Investigation (Optional Task)

If requested by the County, Morrison Structures' subconsultant CGI Technical Services will perform a geotechnical investigation of the subsurface conditions in the area of the bridge replacement, and roadway. The geotechnical investigations will be consistent with typical Caltrans requirements and the data from the investigation will be used in the design of all underground structures, bridge foundation design, and roadways. Otherwise, Morrison Structures will provide the County's subconsultant with plans, and loads, and pertinent data for them to develop geotechnical recommendations for the project.

RLM JR 6-8-17

Field Surveys and Mapping

As indicated in the Request for Proposal, Morrison Structures will review all current site surveys, control survey, topographic and hydrologic surveys and coordinate any additional surveys necessary for hydraulic studies and design with the County. ~~The County~~ will perform the additional field surveys and related office-work pertaining to reference points, traverse sheets, and calculated preliminary alignment ties needed for the studies and design of the project and will establish a list of benchmarks and field monuments. It will be a first order of work to provide the County with locations of hydraulic cross-sections for ~~the County~~ to survey in order to complete the design hydraulic studies.

CM Morrison

RLM JR. 6-8-17

Bridge Type Selection Study

Morrison Structures Inc. will perform technical and economic analysis to select the appropriate, cost effective alignment and bridge type for an the new structure. Final height and length will be dependent upon hydraulic requirements. General Plans and preliminary cost estimates will be prepared for each option. As a minimum, options for bridge type consideration will be:

- 1) Composite welded steel plate girder
- 2) Bolted steel truss

The type selection report shall summarize and reference the other studies for this phase.

Deliverables for Phase I:

- 📁 Bridge Site Data Submittal Package
- 📁 Draft Hydrology/Hydraulics Report
- 📁 Roadway Layout, Bridge General Plan, and Foundation locations
- 📁 Construction Staging layouts, APE limits, and project description
- 📁 Type Selection Report

PHASE II – ENVIRONMENTAL DOCUMENT PREPARATION AND PERMITTING

Preparation and Permitting Support

Morrison Structures will provide assistance to the County and their sub consultant ENPLAN as necessary for the preparation of State and Federal environmental documents. During Phase I, Morrison Structures' project manager will conduct semi-weekly telephone conferences with County project manager and environmental coordinator to provide current information regarding design concepts and potential impacts to the environment. Morrison Structures will provide CAD files of plan and sections of bridge alternatives to the County for their use in the environmental documents and public presentations. Morrison Structures bridge project manager and other team members as appropriate, will participate in public meetings for the environmental review process. The will be the lead in the preparation of all environmental studies.

Environmental Meetings

Morrison Structures project manager and appropriate team staff will attend the following meetings to be held in Shasta County:

1. Project kick-off meeting with County and Caltrans staff at the Public Works Office
2. Up to two meetings with regulatory agencies and residents in Fall River Mills, California

Supplementary Design

Morrison Structures Inc. will provide engineering services as necessary to assist and augment the environmental analysis of alternatives and mitigations.

Alignment and Right-of-Way

Shasta County currently owns right-of way along the existing alignment. Temporary permission to enter may be required to accommodate detours for new bridge alternative. Morrison Structures will delineate the additional right-of-way and or easements required for the project. The County will be responsible for providing all necessary land surveys and securing the right-of-way and or easements.

PHASE III – BRIDGE FINAL DESIGN

Morrison Structures Inc. will prepare design for roadway bridge approaches and bridge structure for the selected alternative for the river crossing. This work will also include the preparation of traffic control plans (if needed), construction plans and specifications utilizing Caltrans Standards, detailed cost estimates, and bid documents utilizing standard County construction contract provisions. The design will also identify any utilities that may need to be relocated as a result of the new crossing and include utility coordination. Deliverables shall be as listed below.

◆ 65% Submittal – Unchecked Details

General Plan Girder	Layout and Details
Foundation Plan	Cost Estimate
Abutment Plan and Elevations	Outline specifications
Bent Details	Roadway and civil plans
Typical Section	

Independent Review

R. N. Valentine, Inc. will perform the independent structure design check and check calculations

100% Submittal – Checked Details

- | | |
|---|----------------------------------|
| 1. Complete set of plans for construction | 5. Design and check calculations |
| 2. Draft specifications | 6. Quality calculations |
| 3. Cost estimate | 7. Construction Staging |
| 4. Independent check certifications | |

Final Submittal – Incorporate 100% Review comments Into Design

- | | |
|--|--|
| 1. Complete set of bid documents including plans, specifications and contract provisions ready for reproduction and bidding. | 4. Final independent check calculations |
| 2. Final cost estimate | 5. Final quantity calculations |
| 3. Final structural design calculations | 6. Tentative construction schedule |
| | 7. 4 scale (or equivalent) bridge deck contour plans |
| | 8. Final construction staging |

PHASE IV – BID PHASE ASSISTANCE

Morrison Structures Inc. will answer bidder's technical questions, prepare addenda, if necessary, attend pre-bid conference, review bids received, and make recommendation to County for award of bid.

PHASE V – PERMITTING

Morrison Structures Inc. with our sub consultant ENPLAN prepare Draft applications for the appropriate Army Corps Permit (Assumed Nationwide Permit), the Section 401 Water Quality Certification, and the Section 1600 Streambed Alteration Agreement for the County's review. Following review of the Draft applications, revisions to the applications will be made and Final applications will be provided to the County for their submittal to each agency. Appropriate application fees will be identified and the County will be responsible for those fees. Morrison Structures and their sub consultant ENPLAN will provide follow up consultation with County Public Works and permitting agencies, as-needed through to permit issuance.

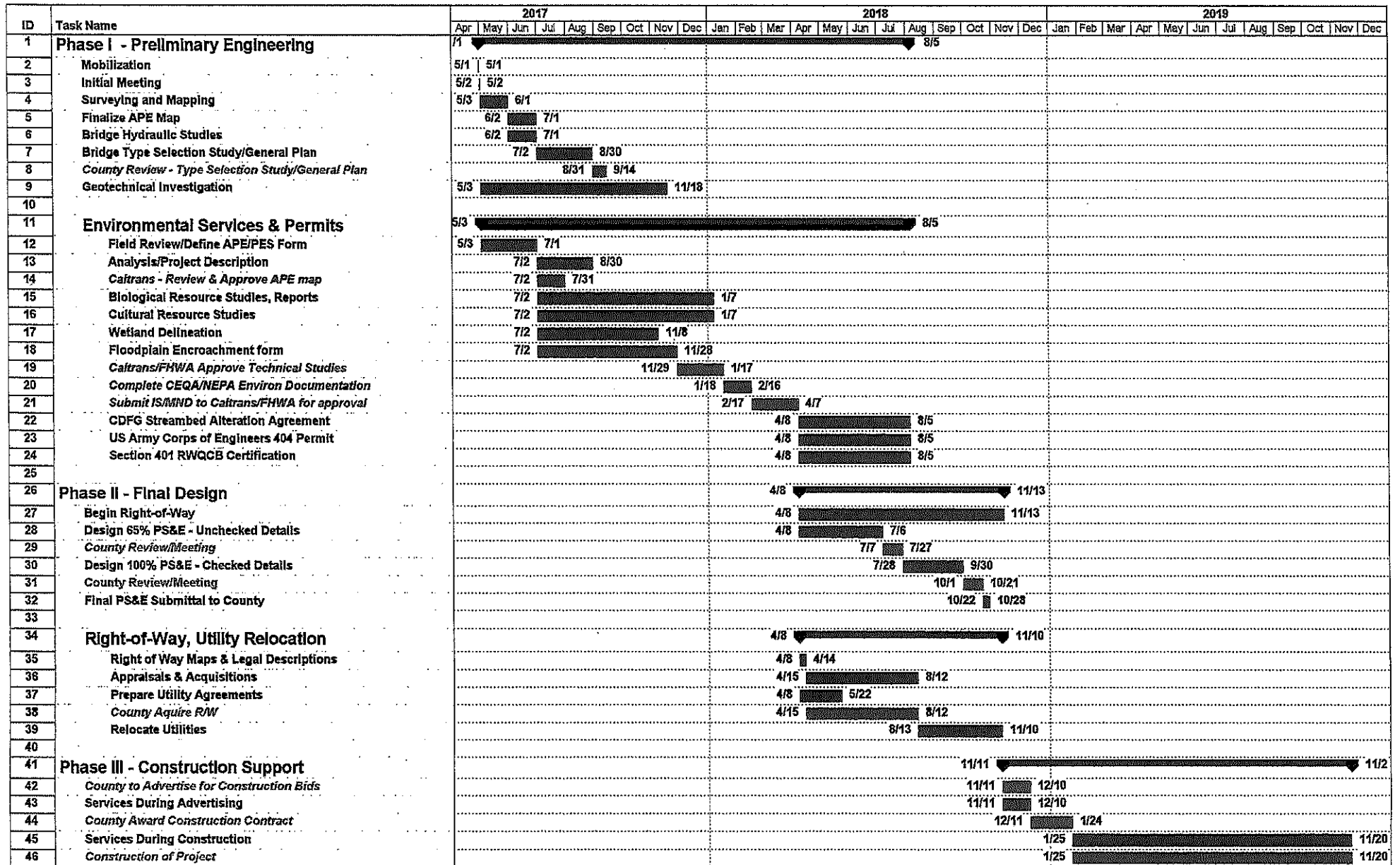
PHASE VI – CONSTRUCTION PHASE ASSISTANCE

Morrison Structures Inc. will provide construction phase assistance with responses to technical questions, clarifications, change order issues, and review of Contractors submittals, and other information regarding the Plans, Specifications, and Estimates.

Schedule

Our schedule for completing the engineering services for the design through construction support of the Spring Creek Road Bridge is shown on the following page. The illustrations show the interrelationships of the various items of work, meetings, and submittal dates. The schedule is based on the assumption that the Environmental Documentation (NEPA and CEQA) will be approved in May 2018.

Spring Creek Road Bridge Replacement Project Schedule



Spring Creek Road at Fall River Bridge Replacement Additional Survey Requirements for Hydraulic Analysis

The number, location and extent of cross-sections required for bridge hydraulic analysis depend on the stream channel size, shape, slope and flood hydrology. Generally, a minimum of three cross-sections are required upstream and downstream of a bridge along with site topography along the road corridor (contour interval of 1.0-foot or less with few exceptions). Additional cross-sections may be required if multiple bridge alignments are to be considered and there is a difference between an existing and proposed bridge alignment, if a tributary is nearby or if other structures or unusual conditions are present. A site visit is essential to identify the appropriate locations of cross-sections.

Cross-section Data Requirements:

- Identify the survey datum and provide a datum reference with associated elevation.
- Provide a scalable plan (hardcopy only) showing the location of points and/or cross-sections, road, location of existing bridge, edges of channel (intermediate data points between crosssections are necessary for meandering channels) and other significant and pertinent features.
- Cross-sections need to be *straight, perpendicular to the direction of flood flow*, and must *extend above the 100-year floodplain*. In some locations where this is not practical, the appropriate extent of the cross-sections will be identified.
- Provide cross-section data with points grouped by cross-section and point data within each cross-section ordered from left to right looking downstream. Label each group of crosssection data with the cross-section identifier.
- Point data must include Easting, Northing, Elevation, Point Number and Descriptor most preferably in that order. An example of the cross-section data format is shown on Page 3.
- Provide the point data in comma or space delimited ASCII or text format. Point data may be e-mailed or placed on a floppy disk and mailed. Do not send a hardcopy list of the point data (unless as a backup for electronic data) or electronic data in other formats.

Existing Bridge Data Requirements:

- Surveyed corner and endpoints of the existing bridge (include with cross-section point data).
- Points identifying the road profile across the bridge deck and beyond as may be necessary to quantify flood flow over the road.
- Bridge soffit elevations and deck thickness as appropriate to fully define the bridge opening.
- Locations and widths of piers.
- Distance from abutment face to abutment face measured along the centerline of the road and measured perpendicular to the abutment faces.

Do Not:

- Send unchecked data.
- E-mail or send electronic drawings (we do not have drawing software).

- Provide cross-section data cut from site topography if it has not been field checked *and* field surveyed through the channel and under dense brush.

Other Requirements and Information:

1) Field surveyed cross-sections substantially as identified on the attached figure. 2) Terrain data for the area shaded in yellow. Terrain data must overlap cross-sections identified at the edge of the terrain data polygon. A description of terrain data requirements is attached.

3) Bridge data at both bridges.

4) 1-foot contour interval topographic map along bridge corridor.

ATTACHMENT B

CONSULTANT COST PROPOSAL

**Morrison Structure, Inc.
1890 Park Marina Dr., Ste 104
Redding, California 96001**

**Consultant Fee Proposal for Engineering Services for
Spring Creek Road Bridge over the Fall River
Replacement Project**

The Table on the following page contains our man-hour cost breakdown by phase of work, and summarizes our estimated cost for providing engineering services for the Spring Creek Road Bridge over the Fall River Replacement project. The following pages are our sub consultants cost proposals. Our estimate of cost has been developed from information in the request for proposal, our visits to the project site, discussions with the County, and our experience on this and similar projects.

The costs indicated reflect the scope of services outlined in our proposal and the level of effort we believe is necessary to successfully complete the project and include the optional task of providing Geotechnical Investigation services. The grand total not to exceed amount we estimate to be \$317,517.78 including labor, expenses, overhead, and fee. If selected by the County, we would anticipate using the scope of services outlined in our proposal as the basis for negotiating the final project scope and fee. It is our view that the costs can be refined through further discussions with the County and negotiation of scope.

Contract No.	Spring Creek Road Bridge over Fall River Project	Date:	11-Apr-17
Consultant:	Morrison Structures, Inc.		

DIRECT LABOR

Classification	Name	Hours	Initial Hourly Rate	Total
Phase I - Preliminary Studies/30%PS&E				
Structural Engineer (E6)	Morrison, Jr. Bob	100	\$ 65.93	\$ 6,593.00
Senior Civil Engineer (E5)	Morrison, Sr. Bob	4	\$ 60.05	\$ 240.20
Associate Engineer (E3)	Roesner Dean	130	\$ 43.47	\$ 5,651.10
Technician (T2)	Gallino Janet	80	\$ 30.09	\$ 2,407.20
		314		\$ 14,891.50
Phase II - Preliminary Engineering/Environmental Documentation Support				
Structural Engineer (E6)	Morrison, Jr. Bob	90	\$ 65.93	\$ 5,933.70
Associate Engineer (E3)	Morrison, Sr. Bob	4	\$ 60.05	\$ 240.20
Engineer (E2)	Roesner Dean	120	\$ 43.47	\$ 5,216.40
Technician (T2)	Gallino Janet	100	\$ 30.09	\$ 3,009.00
		314		\$ 14,399.30
Phase III - Final Design				
Structural Engineer (E6)	Morrison, Jr. Bob	140	\$ 65.93	\$ 9,230.20
Senior Civil Engineer (E5)	Morrison, Sr. Bob	10	\$ 60.05	\$ 600.50
Associate Engineer (E3)	Roesner Dean	165	\$ 43.47	\$ 7,172.55
Technician (T2)	Gallino Janet	175	\$ 30.09	\$ 5,265.75
		490		\$ 22,269.00
Phases IV, V, & VI Services During Permittin, Bidding, and Construction				
Structural Engineer (E6)	Morrison, Jr. Bob	42	\$ 65.93	\$ 2,769.06
Associate Engineer (E3)	Roesner Dean	70	\$ 43.47	\$ 3,042.90
Technician (T2)	Gallino Janet	40	\$ 30.09	\$ 1,203.60
		152		\$ 7,015.56
	Subtotal Direct Labor	1270		\$ 58,575.36
	Anticipated Salary Increases (assumes 3% rate increase in 2018 & 2019) - Applied to Final Design and Services During Construction respectively			\$ 1,095.00
	Total Direct Labor Cost			\$ 59,670.36
	Indirect Overhead Rate (Fringe Benefits+Overhead+G&A) @	189.30%		\$ 112,955.99
	Subtotal Direct Labor and Indirect Overhead Rate			\$ 172,626.35
	FIXED FEE	13.00%		\$ 22,441.43
OTHER COSTS (refer to attached detail)				
Expenses (Outside Technical Drafting, mileage, binders, supplies, etc.)				\$ 29,000.00
Subconsultants				
Pacific Hydrologic (Hydraulic Study)				\$ 18,450.00
Sharrah Dunlap Sawyer (Supplemental Field Surveys & Mapping)				\$ 26,600.00
Curalium Consulting (DBE, Technical editing and writing)				\$ 2,700.00
CGI Technical Services (Optional Task - Geotechnical Engineering Services)				\$ 32,850.00
ISI Laboratory, Inc. (DBE Optional Task - Soils Testing)				\$ 850.00
R Valentine, Inc. (Independent Check)				\$ 12,000.00
	Subtotal Other Costs			\$ 122,450.00
	Markup Other Costs	0.00%		\$.00
	GRAND TOTAL			\$ 317,517.78

EXHIBIT 10-02 CONSULTANT CONTRACT DBE COMMITMENT

1. Local Agency: Shasta County Department of Public Works 2. Contract DBE Goal: 0%
 3. Project Description: Engineering Services for the Spring Creek at Fall River Bridge
 4. Project Location: Fall River, Shasta County, CA
 5. Consultant's Name: Morrison Structures, Inc. 6. Prime Certified DBE: ☐ 7. Total Contract Award Amount: \$320,000
 8. Total Dollar Amount for ALL Subconsultants: \$ 93,350 9. Total Number of ALL Subconsultants: 4

10. Description of Work, Service, or Materials Supplied	11. DBE Certification Number	12. DBE Contact Information	13. DBE Dollar Amount
Laboratory testing	9586	Inspection Services, Inc. Berkeley, CA 94703 (510) 960-2100	\$850
CB700 Technical Editing	37898	Coralium Consulting FAIR OAKS, CA 916-863-0822	\$2,600
Local Agency to Complete this Section 20. Local Agency Contract Number: <u>705920</u> 21. Federal-Aid Project Number: <u>BRLO-5906(087)</u> 22. Contract Execution Date: _____ Local Agency certifies that all DBE certifications are valid and information on this form is complete and accurate.			14. TOTAL CLAIMED DBE PARTICIPATION <u>\$3,450</u> <u>1.0 %</u>
23. Local Agency Representative's Signature: <u>[Signature]</u> 24. Date: <u>6/8/17</u> 25. Local Agency Representative's Name: <u>JOHN CROWE</u> 26. Phone: <u>530-245-6795</u> 27. Local Agency Representative's Title: <u>ASSOCIATE ENGINEER</u>			IMPORTANT: Identify all DBE firms being claimed for credit, regardless of tier. Written confirmation of each listed DBE is required. 15. Preparer's Signature: <u>[Signature]</u> 16. Date: <u>4-24-17</u> 17. Preparer's Name: <u>ROBERT L. MORRISON, JR.</u> 18. Phone: <u>530-246-8628</u> 19. Preparer's Title: <u>PRESIDENT</u>

DISTRIBUTION: 1. Original – Local Agency
 2. Copy – 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.

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