

**PERSONAL SERVICES AGREEMENT
BETWEEN THE
COUNTY OF SHASTA
AND
Randall J. Hauser
dba
ENPLAN**



**TO PROVIDE ENVIRONMENTAL SERVICES
FOR THE
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:

Randall J. Hauser dba ENPLAN

The Project Manager for the "CONSULTANT" will be Don Burk

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 Proposed Scope of Work dated January 10, 2017, attached as Attachment A. The approved Consultant Cost Proposal is attached hereto as 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.

ARTICLE III EMPLOYMENT STATUS OF CONSULTANT

CONSULTANT shall, during the entire term of this contract, be construed to be an independent contractor. 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 not be eligible for coverage under COUNTY's workers' compensation insurance plan nor shall CONSULTANT be eligible for any other COUNTY benefit. Notwithstanding CONSULTANT's status as an independent contractor, COUNTY shall withhold from payments made to CONSULTANT such sums as are required to be withheld from employees by the Federal Internal Revenue Code, the Federal Insurance Compensation Act, the State Personal Income Tax Law, and the State Unemployment Insurance Code; provided, however, that said withholding is for the purpose of avoiding COUNTY's liability under said laws and does not abrogate CONSULTANT's status as an independent contractor as described in 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 environmental consulting services for the Spring Creek Road Bridge at Fall River crossing in accordance with the January 10, 2017 ENPLAN proposal and fee schedule (Attached) and Caltrans environmental clearance guidance documents.
- 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

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

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.

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 \$19,254.88. 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 \$402,000.
- 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 \$402,000 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.

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

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 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.

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:

Randall J. Hauser
ENPLAN
Don Burk, Project Manager
3179 Bechelli Lane, Suite 100
Redding, CA 96002
530-221-0440 Fax 530-221-6963

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 contract on the dates set forth below. By their signatures below, each signatory represents that he/she has the authority to execute this contract 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. 6/5/17
David M. Yorton, Jr.
Senior Deputy County Counsel

RISK MANAGEMENT APPROVAL

By: Jim Johnson 06/16/17
Jim Johnson
Risk Management Analyst II

CONSULTANT

RANDALL J. HAUSER dba ENPLAN

By: _____

Print Name: Randall Hauser

Title: Owner

Date: 2017/06/13

Tax I.D.#: 68-013-9975

By: _____

Print Name: Randall Hauser

Title: Financial Officer

Date: 2017/06/13

ATTACHMENT A
CONSULTANT SCOPE OF WORK

I. SCOPE OF WORK

The Shasta County Department of Public Works is preparing to implement a bridge replacement project. The project consists of replacing a dilapidated single-lane wood bridge with a new two-lane clear span bridge over the Fall River. The project site is located on Spring Creek Road approximately eight miles north of Fall River Mills in eastern Shasta County. The project is being funded with federal Highway Bridge Program (HBP) funds administered by Caltrans. Although some of the work would occur within the existing roadway prism, adjacent lands would be acquired for additional right-of-way. In support of the proposed project, the Shasta County Department of Public Works is seeking to retain an environmental consultant that possesses the professional capabilities, experience, resources, and facilities necessary to complete studies, prepare various environmental documents, and to obtain CEQA and NEPA environmental clearances; specifically, to meet Caltrans/Federal Highway Administration (FHWA) requirements. These tasks are identified below.

A new preliminary environmental study (PES), which identifies the environmental study limits and technical studies required by Caltrans, may be needed for the project and is included in our scope of work. Based on our familiarity with the project and the original PES, and our understanding of Caltrans' policies and requirements, we anticipate that the necessary technical environmental studies will consist of a wetland delineation, botanical and wildlife field surveys resulting in preparation of a Natural Environment Study (NES), completion of an Initial Site Assessment (hazardous materials evaluation), floodplain study, and preparation of a cultural resources studies culminating in preparation numerous technical reports as discussed below. We anticipate that Shasta County staff will prepare any documentation needed to address potential floodplain impacts.

Our general approach will be to complete the PES as soon as possible and schedule a field review (if required by Caltrans) at the earliest opportunity. Once the PES form has been approved by Caltrans, we will conduct additional field studies and identify any new constraints as early on as possible. Our scope of work assumes one round of surveys. Since access to the entire project site may not be granted until the County has legally acquired the land, portions of field studies may be conducted at a later date when access to the land is permitted so that project site is adequately surveyed. If subsequent field studies are necessary, that work will be undertaken under a separate authorization. In addition, it is possible that the various technical reports may not be fully completed until after all field studies are conducted. We will work closely with County staff to avoid/minimize potential environmental impacts. All documents will contain clear, refined recommendations and will comply with Caltrans' requirements. Our approach will substantially reduce the time required to obtain approval from Caltrans/FHWA and will minimize the County's costs.

We anticipate that coverage under the California Environmental Quality Act (CEQA) will be met through preparation of an Initial Study/Mitigated Negative Declaration (IS/MND). Shasta County will serve as the CEQA lead agency for the project.

Work tasks to be undertaken by ENPLAN to complete the necessary environmental documentation are described in detail below.

STUDY AREA BOUNDARY/AREA OF POTENTIAL EFFECTS

Although Shasta County has identified the likely footprint of the proposed project, the full extent of the study area has not yet been defined. To ensure development of an appropriate and defensible boundary for our environmental studies, project plans and anticipated construction methods will be reviewed by Morrison Structures, Inc., who will then work with the project team to map the required project footprint, including staging areas, work pads, and access routes. Our subsequent studies will then focus on lands within this boundary.

PES FORM PREPARATION

ENPLAN will prepare a PES that will identify the technical studies and permits needed for the project. It is our expectation that the proposed work:

- Has the potential for hazardous materials/hazardous waste to be present;
- Could affect water resources;
- Is located within a 100-year floodplain;
- Would affect wetlands;
- Could introduce or increase the spread of noxious weeds;
- Would result in farmland impacts;
- Would impact cultural resources;
- Would require the acquisition of additional right-of-way; and
- Would require permits.

The draft PES will be provided to the County for review. If requested, we will attend a field meeting with County and Caltrans staff to review the PES, update the PES as needed, and submit the final PES to the County and Caltrans.

BIOLOGICAL RESOURCES AND WETLAND DELINEATION SERVICES

Wetland Delineation

ENPLAN's wetlands specialist will prepare a technical report in accordance with the *Corps of Engineers Wetland Delineation Manual* and the *Regional Supplement to the Corps of Engineers Wetland Delineation Manual: Arid West Region*. The report will describe our methodology and results, and will include data forms and maps. Based on our prior studies, aquatic features in the study area appear to be limited to the Fall River and adjoining wetlands. If access to portions of the study area is not available, jurisdictional boundaries will be mapped based on site observations and aerial photographs.

Biological Surveys

ENPLAN's biologists will conduct supplemental botanical and wildlife field surveys of the study area in accordance with established protocols. The results of the surveys will be incorporated into the NES. Two field visits by ENPLAN's botanist and one visit by our wildlife biologist are included in our scope. Based on our prior studies, we anticipate that no special-status species (other than the exempted rough sculpin) will be potentially affected by project implementation. If access to portions of the study area is not available, study results will be based in part on aerial photograph review and observations from the road right-of-way.

Natural Environment Study

ENPLAN will prepare a NES report addressing the proposed project, and following the guidelines set forth in the Caltrans Local Assistance Procedure Manual (Chapter 6) and the Standard Environmental Handbook Volume III. The CDFW, Caltrans, County Agriculture Department, and other agencies will be contacted as needed. Technical studies and agency correspondence will be included in the report.

HAZARDOUS MATERIALS ASSESSMENT AND MANAGEMENT PROCEDURE DEVELOPMENT SERVICES

ENPLAN will prepare an Initial Site Assessment addressing the project study area. Work will include data base review; site reconnaissance and photo-documentation; historic document review; and preparation of a report summarizing our findings. The report will also include an assessment of the potential for aerially deposited lead, asbestos, lead-based paint, asphalt concrete grindings, Portland cement concrete grindings, and/or treated wood products to be present in the work area. Although our team includes specialists licensed to deal with these materials, sample collection and subsequent studies are not included in our current work scope; the need for additional work will be identified through completion of the ISA.

ARCHAEOLOGICAL SERVICES

ENPLAN assumes that access to the private properties within the updated project area will not be granted prior to the completion of NEPA. As a result, ENPLAN assumes that a phased identification approach will be implemented prior to the execution of the undertaking with the permission of the Caltrans Cultural Studies Office (CSO). A preliminary Archaeological Survey Report (ASR), Archaeological Evaluation Report (AER), and Historic Property Survey Report (HPSR) will be completed based on documentation of identification efforts within the accessible portions of the Area of Potential Effects (APE) and background research addressing the inaccessible portions. Additionally, Caltrans is requiring that a Plan for Completion be submitted and approved by the CSO prior to the NEPA determination document being signed.

After NEPA is completed and the County acquires the additional right-of-way (ROW), ENPLAN is anticipating that final fieldwork and documentation will need to be completed. ENPLAN is assuming that additional survey, and an ASR; evaluative testing, and an accompanying AER; an HPSR; and updated Department of Parks and Recreation (DPR) 523 forms will be required. ENPLAN also anticipates that an Environmentally Sensitive Area (ESA) Action Plan, a Finding of Effect (FOE), a Memorandum of Agreement (MOA), and a Data Recovery Plan and Proposal will need to be completed at this stage.

ENPLAN's work scope also includes supporting tasks, including aiding in the development of the project APE, AB-52 consultation, and agency/client coordination. Specific action items related to each task are detailed below:

Pre-NEPA Completion

Preliminary Archaeological Survey Report. ENPLAN completed an ASR addressing a prior project description and results from the 2010 survey and 2011 Extended Phase I efforts. We will now update the ASR to address the current project description and study area. Upon approval of the ASR documentation by the County and Caltrans, copies of the final signed report will be submitted to the County, Caltrans, relevant members of the Ajumawi Band and Pit River Tribe, the Northeast Information Center, and, if requested, to reviewing agencies. The report will be prepared to the standards set forth in the Caltrans SER, Volume 2 (2012) and will generally meet requirements of CEQA, NEPA, and Section 106 of the National Historic Preservation Act (NHPA).

Archaeological Evaluation Report. A preliminary Archaeological Evaluation/Phase II excavation was completed in the County's existing ROW for CA-SHA-069 by ENPLAN in 2013. ENPLAN proposes to complete the preliminary AER detailing these preliminary Phase II evaluation efforts of the prehistoric site. The preliminary AER will address the current project description, context, field methodology, results, and document that the site will be determined eligible for the California Register of Historic Resources and National Register of Historic Places. Upon approval of the AER documentation by the County and Caltrans, copies of the final signed report will be submitted to the County, Caltrans, relevant members of the Ajumawi Band and Pit River Tribe, the Northeast Information Center, and, if requested, to reviewing agencies. The report will be prepared to the standards set forth in the Caltrans SER, Volume 2 (2012) and will generally meet requirements of CEQA, NEPA, and Section 106 of the NHPA.

Preliminary Historic Property Survey Report. ENPLAN will prepare a preliminary HPSR summarizing the findings of the preliminary ASR and AER, as well as document and justify the need for a phased approach to complete the identification efforts, evaluation of the potential historic property, and effects determination, as outlined in Stipulation XII of the *First Amended Programmatic Agreement Among the Federal Highway Administration, the Advisory Council on Historic Preservation, and the California Department of Transportation Regarding Compliance with Section 106 of the National Historic Preservation Act, as it Pertains to the Administration of the Federal-Aid Highway Program in California* (Caltrans 2014). Upon approval of the HPSR documentation by the County and Caltrans, copies of the final signed version will be submitted to the County, Caltrans, the Northeast Information Center, and, if requested, to reviewing agencies.

Plan for Completion. ENPLAN anticipates preparing a Plan for Completion that will address the work and accompanying documents to be completed after access to the full APE is secured. The Plan will include a schedule for completion, and provisions for notifications and consultation with CSO and the State Historic Preservation Office (SHPO) following the conclusion of NEPA.

Post-NEPA Completion

Phase I Fieldwork. We will conduct a general-level pedestrian field survey within the newly acquired portions of the study area. All observed cultural resources will be noted and GPS coordinates taken. Our estimate does not include site recording and/or evaluation of resources other than CA-SHA-069.

Final Archaeological Survey Report. ENPLAN proposes to prepare a final ASR outlining the additional survey efforts of the newly acquire project area, including a project description, context, the survey methodology, and results. As with the preliminary ASR, copies of the final signed final report will be

submitted to the County, Caltrans, relevant members of the Ajumawi Band and Pit River Tribe, the Northeast Information Center, and, if requested, to reviewing agencies. The report will be prepared to the standards set forth in the Caltrans SER, Volume 2 (2012) and will meet requirements of CEQA, NEPA, and Section 106 of the NHPA.

Phase II Fieldwork. ENPLAN will conduct additional Phase II fieldwork with the objective to further identify possible intact subsurface cultural deposits, including human remains, that could be affected by the proposed project. In order to accomplish this, ENPLAN proposes to prepare a final Phase II archaeological evaluation fieldwork proposal for Caltrans review and approval, organize pre-fieldwork coordination and communication, conduct up to nine days of excavation by six archaeologists and three Native American monitors, and complete post-fieldwork processing. Post-fieldwork processing will include, cleaning, sorting, and cataloguing artifacts and samples; digitizing; and completing specialist analyses/research. Specialist analyses and research anticipated to be completed during the post-fieldwork processing include flaked stone tool analysis, faunal analysis, ground/battered stone analysis, macrobotanical analysis, obsidian hydration analysis, X-ray fluorescence (XRF) analysis, Fourier transform infrared spectrometry (FTIR), C¹⁴ measurements, and ethnographic and ethnobotanical research.

Moreover, ENPLAN anticipates that the Monitoring Plan and Burial Agreement for the project (Brown 2013), which is signed and generally acceptable, will need to be reviewed and updates to the contact list will be made prior to any additional Phase II fieldwork. ENPLAN assumes that documentation of these changes and clarifications will be sufficient in the form of meeting minutes and that no revisions will need to be made to the signed document itself.

Final Archaeological Evaluation Report. ENPLAN will complete a final AER that will address the project description, context, field methodology, results of field work and specialist analyses, and a discussion of the NRHP and CRHR eligibility of the site. Upon approval of the AER by the County and Caltrans, copies of the final signed report will be submitted to the County, Caltrans, relevant members of the Ajumawi Band and Pit River Tribe, the Northeast Information Center, and, if requested, to reviewing agencies. The report will be prepared to the standards set forth in the Caltrans SER, Volume 2 (2012) and will meet requirements of CEQA, NEPA, and Section 106 of the NHPA.

Final Historic Property Survey Report. ENPLAN will prepare a final HPSR summarizing the findings of the final ASR and AER. Upon approval of the HPSR documentation by the County and Caltrans, copies of the final signed version will be submitted to the County, Caltrans, the Northeast Information Center, and, if requested, to reviewing agencies.

Finding of Effects/Memorandum of Agreement. ENPLAN anticipates that Caltrans will require the completion of a FOE document. The FOE would describe the unavoidable, adverse effects of the proposed project on NRHP-eligible site CA-SHA-069. Upon approval, copies of the final signed document will be submitted to the County, Caltrans, relevant members of the Ajumawi Band and Pit River Tribe, the Northeast Information Center, and, if requested, to reviewing agencies.

Memorandum of Agreement. ENPLAN assumes that there will be a Finding of Adverse Effects (FAE) for the project and that preparation of a MOA would be required in compliance with Section 106. The MOA will outline how to resolve the adverse effects of the project on site CA-SHA-069, as described in the FOE. Upon approval, copies of the final signed document will be submitted to the County, Caltrans, relevant members of the Ajumawi Band and Pit River Tribe, the Northeast Information Center, and, if requested, to reviewing agencies.

Environmentally Sensitive Action Plan. ENPLAN assumes that a portion of CA-SHA-069 will be avoided through establishment of an ESA and will require the generation of an ESA Action Plan, as described in Caltrans SER, Volume 2 (2012). The ESA Action Plan would protect the portions of the site outside the Project Area of Direct Impacts (ADI) from adverse effects. Upon approval of the draft ESA Action Plan, the final signed plan will be submitted to the County, Caltrans, relevant members of the Ajumawi Band and Pit River Tribe, the Northeast Information Center, and, if requested, to reviewing agencies.

Data Recovery Plan and Proposal. ENPLAN anticipates the MOA will require resolution of the adverse effects of the project on site CA-SHA-069. ENPLAN proposes to prepare a Phase III Data Recovery Proposal and Phase III Data Recovery Plan, in compliance with Caltrans guidelines in Volume 2 of the SER (2012). The data recovery fieldwork and accompanying documentation are outside the scope of this proposal and will be completed under a separate authorization.

Supporting Tasks

Area of Potential Effects. ENPLAN will work in conjunction with the County to identify an APE and prepare an APE map that reflects the revised project area and description. The map will establish the study area boundary for the archaeological field studies. The map will be submitted to Caltrans for review and signature. If changes are requested by Caltrans, ENPLAN will revise and resubmit the map as needed.

AB-52 Consultation. Our scope assumes up to 40 hours for AB-52 consultation at the Senior Archaeologist rate, inclusive of travel time and coordination efforts, as well as a stipend of \$500/person for participation by two Ajumawi Band members.

Client/Agency Coordination. Our scope includes 196 hours of client/agency coordination at the Senior Archaeologist rate.

CEQA SERVICES

Technical Studies

For the purposes of CEQA, ENPLAN will incorporate the results of the various Caltrans studies prescribed in the PES into the CEQA document. In addition, we will prepare an Air Quality/Greenhouse Gas Emissions analysis in accordance with Shasta County Air Quality Management District (AQMD) requirements. Emissions resulting from project construction and long-term operation will be evaluated using CalEEMod and/or other programs acceptable to the AQMD. We anticipate that emissions will not exceed appropriate thresholds for the significance determinations.

Administrative Draft IS/MND Preparation

ENPLAN will prepare an Administrative Draft IS/MND for the proposed project that will include the following components: introduction, project description, impact analyses, and supporting documentation. In addition to the technical study noted above, the IS/MND will also address aesthetics, agricultural and forestry resources, geology/soils, hazards and hazardous materials, hydrology/water quality, land use/planning, mineral resources, noise, population/housing, public services, recreation, transportation/traffic, utilities/service systems, and mandatory findings of significance. The Administrative Draft IS/MND will be provided to County staff for advance review. If lack of access to the full study area impairs the reliability of our findings, we will include performance criteria as mitigation measures to ensure that appropriate studies are completed and that adverse effects are appropriately mitigated prior to commencement of construction. With this approach, we anticipate that subsequent CEQA documentation will be limited to technical studies and/or an Addendum that does not require circulation for public review.

Final IS/MND Preparation

If needed, we will meet with County staff following review of the administrative draft IS/MND to discuss any comments, and will then revise the document as warranted. Up to 20 bound copies and 20 CDs of the IS/MND will be prepared for public and agency distribution. ENPLAN will prepare the Notice of Availability/Intent to Adopt the MND and circulate the report to appropriate entities, including the State Clearinghouse, via e/Signature Confirmation. We will also draft a newspaper notice for publication by the County.

Upon close of the review period, we will prepare responses to public and agency comments; our allocation of professional staff time for responding to comments is limited to 10 hours. A memorandum consisting of the responses to comments and a final Mitigation Monitoring and Reporting Program will be submitted to County staff. If requested, ENPLAN will attend a public hearing before the County to present our findings and recommendations, and to respond to questions that may arise. Upon approval of the MND, ENPLAN will prepare a Notice of Determination for submittal to the State Clearinghouse; posting of this notice starts the 30-day statute of limitations on court challenges to the approval under CEQA.

II. RESPONSIBLE PERSONNEL

Key ENPLAN staff are listed below, along with a summary of their anticipated assignments and recent examples of involvement on projects funded by the Caltrans District 2 Office of Local Assistance. Additional qualifications are provided in the attached resumes. All staff meet the minimum required professional qualifications and possess valid licenses and permits, as needed. All staff are available to begin work immediately upon authorization to proceed. Staff can readily accept the new work associated with the proposed project while continuing to meet other project deadlines.

Donald Burk, Environmental Services Manager, will be responsible for overall management of the project, including project scoping, scheduling, quality control, and ensuring that all studies are completed on time and within budget. He will also conduct the botanical field evaluations. Mr. Burk has provided senior environmental review for over 75 transportation improvement projects in northern California. Most of these projects required preparation of environmental documentation for submittal to Caltrans. Mr. Burk is currently overseeing the preparation of environmental studies for seven bridge projects, two bicycle pathway projects, and two intersection improvement projects that are being funded through the Caltrans Office of Local Assistance. Mr. Burk's anticipated total effort is expected to be approximately 6 percent of total project team hours expended.

Carla L. Thompson, AICP, Senior Environmental Planner, will be responsible for preparation of CEQA documentation. Ms. Thompson has managed and authored CEQA and NEPA documents for numerous projects that have been funded through the Caltrans Local Assistance Office. Among other assignments, she is currently preparing CEQA documentation for one bridge replacement project and one bicycle/pedestrian path project. Ms. Thompson's anticipated total effort is expected to be approximately 4 percent of total project team hours expended.

John Luper, Environmental Scientist II, will conduct the wetland field delineation, prepare the delineation report, and prepare maps for the project. Mr. Luper has conducted wetland delineations and provided mapping support for numerous projects that have been funded through the Caltrans Local Assistance Office. Mr. Luper's anticipated total effort is expected to be approximately 2 percent of total project team hours expended.

Lindsay Kantor, Environmental Planner/Wildlife Biologist, will be responsible for the wildlife studies and preparing the NES; she will also assist with preparation of CEQA documentation. Ms. Kantor has prepared environmental documentation for various projects that have been funded through the Caltrans Office of Local Assistance. Recent examples include Old 44 Drive bridge replacement at Oak Run Creek, Shasta College-Old Oregon Trail Active Transportation Plan Project, and Lance Gulch Road/Highway 299 Intersection Control Project in Trinity County. Ms. Kantor has also prepared PES forms for projects. Ms. Kantor's anticipated total effort is expected to be approximately 4 percent of total project team hours expended.

Heidi Shaw, Cultural Resources Manager, will be responsible for supplemental archaeological field surveys and records searches, coordinating with Native Americans, preparing cultural resource study reports, and archaeological excavations. Ms. Shaw has prepared cultural resources documentation for numerous projects that have been funded through the Caltrans Office of Local Assistance. In addition to her recent work preparing the Phase II archaeological evaluation report for the Spring Creek Road Bridge Project, among other assignment she is currently managing three additional projects that involve excavation and evaluation of sensitive cultural resources. Ms. Shaw's anticipated total effort is expected to be approximately 26 percent of total project team hours expended.

Jessica McCoy, Archaeologist, will be provide assistance with supplemental archaeological field surveys, research, coordinating with Native Americans, preparing cultural resources study reports, and archaeological excavations. Ms. McCoy has assisted with cultural resources documentation for numerous projects that have been funded through the Caltrans Office of Local Assistance. Recent examples include records searches, Native American consultation, and archaeological survey reports for the Cassel-Fall River Road Bridge Replacement Project at the Pit River in Shasta County, Sharon Avenue Bridge Replacement Project at the ACID canal in the City of Redding, State Route 273 Bicycle and Pedestrian Path Project in the City of Redding, Old Alturas Road Bridge Rehabilitation Project at Churn Creek in the City of Redding, and South

Avenue at Hall Road Intersection Improvement Project in Tehama County. Ms. McCoy's anticipated total effort is expected to be approximately 13 percent of total project team hours expended.

Amy Lee, Environmental Assessment Manager, will conduct the Initial Site Assessment. Ms. Lee has prepared hazardous materials documentation for numerous projects that have been funded through the Caltrans Office of Local Assistance. Recent examples include preparation of hazardous materials initial site assessments for the Kirkwood Road and Columbia Avenue bridge replacements at Jewett Creek in Tehama County, Ash Creek Road bridge replacement at the Sacramento River overflow in Shasta County, Old 44 Drive bridge replacement at Oak Run Creek in Shasta County, and Cassel-Fall River Road bridge replacement at the Pit River in Shasta County. Ms. Lee's anticipated total effort is expected to be approximately 1 percent of total project team hours expended.

Technical Specialists

ENPLAN's project team includes Natural Investigations Company, Guzi-West Inspection and Consulting, Lawrence & Associates, and Morrison Structures. Natural Investigations Company is a Disadvantaged Business Enterprise (DBE). Guzi-West Inspection and Consulting will conduct asbestos and lead-based paint sampling and analyses should these services be needed. Lawrence & Associates is available to conduct a site investigation addressing aerially deposited lead, should it be needed. Morrison Structures, Inc. be responsible for establishment of the revised study area boundary based on the anticipated design of the bridge and its construction requirements, as well as any engineering issues that may be encountered as the environmental studies are being completed. Other specialists may be added to our project team, as needed or suggested by Shasta County.

Natural Investigations Company

Natural Investigations Company (916/765-9381; 6124 Shadow Lane, Citrus Heights, CA 95621) is a California certified Woman Owned Business Enterprise (WBE), DBE, and Small Business Enterprise (SBE) specializing in cultural resources management. The firm has extensive experience conducting cultural resources studies in support of projects funded through the Caltrans Office of Local Assistance. Natural Investigations Company's cultural resources specialists provide a wide range of Cultural Resource Management (CRM) to help clients achieve compliance with federal, state, and local regulations for historic architecture, architectural history, and archaeology. The firm has a talented and diverse team of experts in Prehistoric and Historic Archaeology and Architectural History, with extensive experience and familiarity with the processes and requirements of the National Historic Preservation Act of 1966 (NHPA), the Archaeological Resources Protection Act of 1979 (ARPA), the Native American Graves Protection and Repatriation Act of 1990 (NAGPRA), and cultural resources requirements of NEPA and CEQA. Key personnel include Cindy Arrington and Dr. Nancy Sikes. Natural Investigation's anticipated total effort is expected to be approximately 30 percent of total project team hours expended.

Guzi-West Inspection and Consulting

Guzi-West Inspection and Consulting (530/246-4186; 2989 Valentine Lane, Redding, CA 96001) is a small firm located in Redding, California. The firm specializes in conducting asbestos, lead-based paint, and mold inspections, preparing abatement specifications, and overseeing the subsequent abatement work. The firm has over 25 years of experience in asbestos and lead-based paint inspections and consulting. Key personnel include Clay Guzi, Certified Asbestos Consultant, and Steve West, Certified Lead-Based Paint Inspector/Assessor. Guzi-West's anticipated total effort is 0 percent of total project team hours expended at this time and is dependent on conditions encountered.

Lawrence & Associates

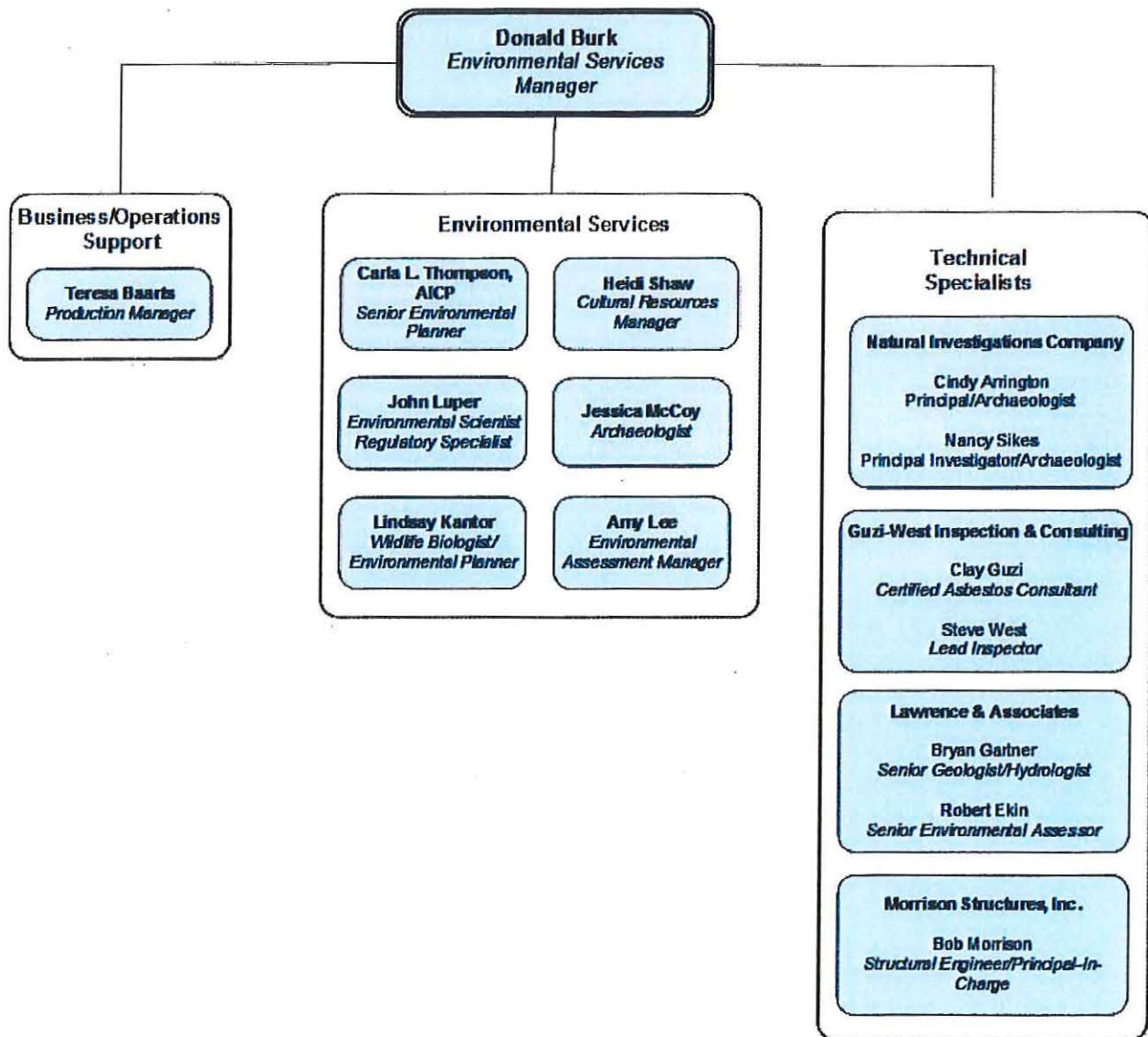
Lawrence & Associates (530/275-4800; 3590 Iron Ct, Shasta Lake, CA, 96019). Established in 1976 as a groundwater hydrology firm and located in the City of Shasta Lake, CA, Lawrence & Associates has broad expertise that includes environmental and civil engineering related to site development, regulatory compliance, water supply, sewage disposal, petroleum tank design and remediation, and landfill design and operations. The firm is widely recognized for their hydrology and groundwater hydrology expertise, and provides expert testimony in various legal proceedings. Staff members include professional geologists and hydrogeologists, and registered civil engineers. Lawrence & Associates has extensive experience conducting

site investigations addressing aerially deposited lead. Key personnel include Bryan Gartner, Senior Geologist/Hydrologist, and Robert Ekin, Senior Environmental Assessor. Lawrence & Associates' anticipated effort is 0 percent of total project team hours expended at this time and is dependent on conditions encountered.

Morrison Structures, Inc.

Morrison Structures, Inc. (530/246-8628; 1890 Park Marina Drive, Suite 104, Redding, CA, 96001). Morrison Structures, Inc. is a consulting firm providing structural engineering services to clients throughout northern California since 2000. The firm provides project management, structural engineering, and technical design for a variety of projects involving structures, while specializing in bridge, building, and transportation-related projects. Morrison Structures' anticipated total effort is approximately 1 percent of total project team hours expended, depending on project needs.

Organizational Chart



ATTACHMENT B
CONSULTANT COST PROPOSAL

ENPLAN - COST BREAKDOWN SPREADSHEET - Spring Creek Road Bridge at Fall River Project

TASK/UNIT	Employee Rate/Hr →	Subconsultants/Other														Subtotal (\$)	Direct Cost (\$)	TOTAL COSTS (\$)
		Donald Burk, Principal-In- Charge	Carla Thompson, Senior Environmental Planner	John Luper, Env. Sci. II	Lindsay Kantor, Environmental Planner	Heldi Shaw, Archae- ologist I	Jessica McCoy, Archae- ologist II	Amy Lee, Environ. Assessor	GIS Technician	Teresa Borke, Production Manager	Native American Monitor	Natural Investiga- tions Company	Morrison Structures, Inc.	Special Analysts (various)				
Study Area Boundary/APE	(hr)	187.00	104.72	95.37	89.76	89.76	74.80	104.72	112.20	56.10	65.00	n/a	n/a	n/a				
Study Area Boundary/APE Development	(hr)				2				4									
Preliminary Environmental Study (PES) Form Prep.	(hr)				160				446				9785			10413		10413
PES Form Preparation	(hr)	374			2164											2526		2928
Caltrans Field Review	(hr)	1496			718		598									2812	87	2899
Biological Resources and Wetland Delineation Services	(hr)	2		30					10	2								
Wetland Delineation	(hr)	374		3433					1122	112						5042	87	5129
Biological Surveys	(hr)	16			6				3	2						4159	261	4420
Natural Environmental Study (NES)	(hr)	8			48				337	112						6253		6253
Hazardous Materials Assessment and Management Procedure Development Services	(hr)	1496			4308					449								
Hazardous Materials Initial Site Assessment	(hr)	2						32		4						3949	87	4036
Archaeological Services	(hr)	374						3351		224								
Pre-NEPA Completion	(hr)	4				24				2								
Preliminary Archaeological Survey Report	(hr)	748				2154				112						3014		3014
Archaeological Evaluation Report	(hr)	748				2154				112						3014		3014
Preliminary Historic Property Survey Report	(hr)	748				2154				112						3014		3014
Plan for Completion	(hr)	4			44					2								
Post-NEPA Completion	(hr)	748			3949					112						4810		4810
Phase I Fieldwork	(hr)	3			58				5	3	4					6756	121	6877
Final Archaeological Survey Report	(hr)	561			5206				561	168	260					19296		19296
Phase II Fieldwork	(hr)	748			88	20			4	4			8480					
Post-Fieldwork	(hr)				7899	1496			449	224						78846	13417	92263
Specialist Analyses	(hr)				110	209			4		270		35340					
Final Archaeological Evaluation Report	(hr)				9874	15633			449		17950					8856		8856
Final Historic Property Survey Report	(hr)				52	56										31435	32632	32632
Memorandum of Agreement	(hr)	6			184	50			16	12						61826		61826
Environmentally Sensitive Action Plan	(hr)	1122			16516	3740			1795	673		37880						
Data Recovery Plan and Proposal	(hr)	3			29					3								
Supporting Tasks	(hr)	3			2603	16				168		3210				6562		6562
Area of Potential Effects	(hr)	561			1436					3		9400				11565		11565
AB-52 Consultation	(hr)	3			36				3	3						5997		5997
Client/Agency Coordination	(hr)	561			84				337	158		1700				20229		20229
CEQA Services	(hr)	561			7540					168		11960						
Air Quality/Greenhouse Gas Emissions	(hr)	3			3				3									
Prepare Administrative Draft Initial Study/Mitigated Negative Declaration (ISMND)	(hr)	20			265				337							690	1296	1296
Administrative Draft ISMND Review Meeting	(hr)	3740			40	40										10322	1375	11697
Revise and Publish Draft ISMND	(hr)	30			80	40												
Prepare and Circulate Notice of Intent to Adopt a Mitigated Negative Declaration and Notice of Completion	(hr)	5610			7181	2992						5700				21463	375	21859
Prepare Responses to Comments	(hr)	2		10	1													
Draft Mitigation Monitoring and Reporting Program	(hr)	374		1144	90											1608		1608
Review Draft Response to Comments and Draft MMMP with County	(hr)	20		60	24	4	4		6	18						14979	50	15029
Public Hearing Attendance	(hr)	3740		6283	572	2154	359	299	573	898						1167	25	1192
Notice of Determination	(hr)	4		4												2453	350	2803
General Project Management/Administration	(hr)	748		419						8								
Project Management/Administration	(hr)	748		1257						449						2192	200	2392
Estimated Subtotal Hours	(hr)	2		16	2					6						2577		2577
Prepare Final Responses to Comments and MMMP	(hr)	374		1676	191				337	2						1324		1324
Public Hearing Attendance	(hr)	2		8												984		984
Notice of Determination	(hr)	374		838						112						1421		1421
General Project Management/Administration	(hr)	2		4	2													
Project Management/Administration	(hr)	374		419	191													
Estimated Subtotal Hours	(hr)	2		10	5											672	25	697
Public Hearing Attendance	(hr)	374		838												464		464
Notice of Determination	(hr)	2		105	359													
General Project Management/Administration	(hr)	60		10	10	40	20			40						20495		20495
Project Management/Administration	(hr)	11220		1047	898	3590	1496			2244						3814		3814
Estimated Subtotal Hours	(hr)	229		142	55	134	840	463	32	58	137	274	1067	40		32125	385314	401774
TOTAL	(hr)	42823		14870	5531	12028	84374	34632	3351	6508	7686	17810	113790	9785				
Percent Effort	(hr)	6.34		3.93	1.60	3.71	28.01	12.81	0.85	1.60	3.79	7.58	23.62	1.11				

Billings rates are based on ENPLAN's attached 10-Hr cost schedule. Mileage expenses are based on the current federal rate.

EXHIBIT 10-O2 CONSULTANT CONTRACT DBE COMMITMENT

1. Local Agency: Shasta County Department of Public Works 2. Contract DBE Goal: 0%
 3. Project Description: Environmental Services for the Spring Creek at Fall River Bridge
 4. Project Location: Fall River, Shasta County, CA
 5. Consultant's Name: ENPLAN 6. Prime Certified DBE: ☐ 7. Total Contract Award Amount: \$402,000
 8. Total Dollar Amount for ALL Subconsultants: \$124,000 9. Total Number of ALL Subconsultants: 2

10. Description of Work, Service, or Materials Supplied	11. DBE Certification Number	12. DBE Contact Information	13. DBE Dollar Amount
Archaeological testing and evaluation	41765	Cindy Arrington, Natural Investigations Company, 6124 Shadow Lane, Citrus Heights, CA 95621 916/765-9381	\$114,000
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 \$ 114,000 28 %
23. Local Agency Representative's Signature: <u>John Crowe</u> 25. Local Agency Representative's Name: <u>JOHN CROWE</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>Donald Burk</u> 17. Preparer's Name: <u>Environ. Services Manager</u> 19. Preparer's Title: _____ 16. Date: <u>1/9/2017</u> 18. Phone: <u>530/221-0440</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.

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-80, Sacramento, CA 95814.