

**PERSONAL SERVICES AGREEMENT
BETWEEN THE
COUNTY OF SHASTA
AND
DOKKEN ENGINEERING**



**TO PROVIDE ENGINEERING AND GEOTECHNICAL SERVICES
FOR 2017 STORM DAMAGE PROJECTS**

**FEMA DISASTER NO'S 4301 AND 4308
COUNTY PROJECT NO. 706775**

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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: Dokken Engineering
Incorporated in the State of California
The Project Manager for the "CONSULTANT" will be Tim Osterkamp

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's Proposal of Services (Attachment A) and Cost Proposal (Attachment B) dated September 22, 2017. The approved CONSULTANT's Cost Proposal is attached hereto 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

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

as it may be amended from time to time. The provisions of this paragraph are intended to be interpreted as broadly as permitted by applicable law.

ARTICLE III EMPLOYMENT STATUS OF CONSULTANT

CONSULTANT shall, during the entire term of this contract, be construed to be an independent contractor. 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, including retroactive, 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. CONSULTANT Services – Consultant will perform Engineering and Geotechnical services related to 2017 Storm Damage projects funded through the Federal Emergency Management Agency (FEMA) and California Office of Emergency Services (Cal OES). Consultant will track and invoice projects separately into the following tasks:

- 1.0 Project Management
 - 1.1 Project Management
- 2.0 Site Visit/Reconnaissance and Site Survey
 - 2.1 Site Visit/Survey
- 3.0 FEMA Approval and Exploratory Soil Borings
 - 3.1 FEMA Approval of Boring Locations
 - 3.2 Exploratory Soil Borings
- 4.0 Laboratory Testing
 - 4.1 Geotechnical Laboratory Testing
- 5.0 Geotechnical Analysis and Scope of Work Report
 - 5.1 Geotechnical Report
 - 5.2 Prepare Scope of Work Report & Cost Estimate
 - 5.3 Type Selection Meeting with County and Submit Report to FEMA and OES
- 6.0 Repair Design
 - 6.1 65% Plans (AutoCAD) & Calculations
 - 6.2 Independent Calculations and Plan Check
 - 6.3 Technical Specifications, Quantity Calculations and Estimate
 - 6.4 Prepare and Submit 100% PS&E

Plans and Specifications must adhere to all administrative documentation by both FEMA and OES.

- 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. Pursuant to the terms and conditions of this agreement COUNTY shall provide information about the requirements for the project including the budget limitations and scheduling.
- B. Pursuant to the terms and conditions of this agreement 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 agreement.
- C. Pursuant to the terms and conditions of this agreement COUNTY shall be responsible for obtaining right to enter agreements with landowners as necessary to conduct on-site investigations.

ARTICLE VIII CONSULTANT'S REPORTS OR MEETINGS

- A. CONSULTANT shall submit progress reports to COUNTY's Contract Administrator at least once a month. The report must be sufficiently detailed for the COUNTY's Contract Administrator to

determine, if CONSULTANT is performing to expectations, or is on schedule; to provide communication of interim findings, and to sufficiently address any difficulties or special problems encountered, so remedies can be developed.

- B. CONSULTANT's Project Manager shall meet with COUNTY's Contract Administrator, as directed by COUNTY's Contract Administrator, to discuss progress on the contract.

ARTICLE IX PERFORMANCE PERIOD

- A. This agreement shall go into effect upon the date of signing by the Chairman of the Shasta County Board of Supervisors, and CONSULTANT shall commence work after notification to proceed by COUNTY's Contract Administrator. The contract shall end on December 31, 2021, unless extended by contract amendment.
- B. Notwithstanding the foregoing, County shall not be obligated for providing its responsibilities hereunder for any future County fiscal year unless or until County's Board of Supervisors appropriates funds for the County's responsibilities in this agreement in the County's budget for that County fiscal year. In the event that funds are not appropriated for this agreement, then this agreement shall end as of June 30 of the last County fiscal year for which funds for the County's responsibilities in this agreement were appropriated. For the purposes of this agreement, the County fiscal year commences on July 1 and ends on June 30 of the following year. County shall notify Consultant in writing of such non-appropriation at the earliest possible date.
- C. CONSULTANT is advised that any recommendation for contract award is not binding on COUNTY until the contract is fully executed and approved by COUNTY.

ARTICLE X ALLOWABLE COSTS AND PAYMENTS

- A. The method of payment for this contract will be based on actual cost plus a fixed fee. COUNTY will reimburse CONSULTANT for actual costs (including labor costs, employee benefits, travel, equipment rental costs, overhead and other direct costs) incurred by CONSULTANT in performance of the work. CONSULTANT will not be reimbursed for actual costs that exceed the estimated wage rates, employee benefits, travel, equipment rental, overhead, and other estimated costs set forth in the approved CONSULTANT's Cost Proposal, unless additional reimbursement is provided for by contract amendment. In no event, will CONSULTANT be reimbursed for overhead costs at a rate that exceeds COUNTY's approved overhead rate set forth in the Cost Proposal. In the event, that COUNTY determines that a change to the work from that specified in the Cost Proposal and contract is required, the contract time or actual costs reimbursable by COUNTY shall be adjusted by contract amendment to accommodate the changed work. The maximum total cost as specified in Paragraph "H" shall not be exceeded, unless authorized by contract amendment.
- B. In addition to the allowable incurred costs, COUNTY will pay CONSULTANT a fixed fee of \$32,685.64. The fixed fee is nonadjustable for the term of the contract, except in the event of a significant change in the scope of work and such adjustment is made by contract amendment.
- C. Reimbursement for transportation and subsistence costs shall not exceed the rates specified in the approved Cost Proposal.
- D. When milestone cost estimates are included in the approved Cost Proposal, CONSULTANT shall obtain prior written approval for a revised milestone cost estimate from the Contract Administrator before exceeding such cost estimate.
- E. Progress payments will be made monthly in arrears based on services provided and allowable incurred costs. A pro rata portion of CONSULTANT's fixed fee will be included in the monthly progress payments. If CONSULTANT fails to submit the required deliverable items according to the schedule set forth in the Statement of Work, COUNTY shall have the right to delay payment or terminate this Contract in accordance with the provisions of Article 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 \$482,000.
- 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.
- J. For personnel subject to prevailing wage rates as described in the California Labor Code, all salary increases, which are the direct result of changes in the prevailing wage rates are reimbursable.
- K. 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 \$482,000.

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.

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

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

ARTICLE XVIII CONFLICT OF INTEREST

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

ARTICLE XIX REBATES, KICKBACKS OR OTHER UNLAWFUL CONSIDERATION

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

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

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

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

ARTICLE XXI STATEMENT OF COMPLIANCE

- A. CONSULTANT's signature affixed herein, and dated, shall constitute a certification under penalty of perjury under the laws of the State of California that CONSULTANT has, unless exempt, complied with, the nondiscrimination program requirements of Government Code Section 12990 and Title 2, California Administrative Code, Section 8103.
- B. During the performance of this Contract, CONSULTANT and its subconsultants shall not unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of sex, race, color, ancestry, religious creed, national origin, physical disability (including HIV and AIDS), mental disability, medical condition (e.g., cancer), age (over 40), marital status, and denial of family care leave. CONSULTANT and subconsultants shall insure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. CONSULTANT and subconsultants shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code §12990 (a-f) et seq.) and the applicable regulations promulgated there under (California Code of Regulations, Title 2, Section 7285 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code Section 12990 (a-f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations, are incorporated into this Contract by reference and made a part hereof as if set forth in full. CONSULTANT and its subconsultants shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other Agreement.
- C. The CONSULTANT shall comply with regulations relative to Title VI (nondiscrimination in federally-assisted programs of the Department of Transportation – Title 49 Code of Federal Regulations, Part 21 - Effectuation of Title VI of the 1964 Civil Rights Act). Title VI provides that the recipients of federal assistance will implement and maintain a policy of nondiscrimination in which no person in the state of California shall, on the basis of race, color, national origin, religion, sex, age, disability, be excluded from participation in, denied the benefits of or subject to discrimination under any program or activity by the recipients of federal assistance or their assignees and successors in interest.
- D. The CONSULTANT, with regard to the work performed by it during the contract shall act in accordance with Title VI. Specifically, the CONSULTANT shall not discriminate on the basis of race, color, national origin, religion, sex, age, or disability in the selection and retention of Subconsultants, including procurement of materials and leases of equipment. The CONSULTANT shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the U.S. DOT's Regulations, including employment practices when the contract covers a program whose goal is employment.
- E. Consultant shall observe and comply with all applicable present and future federal laws, state laws, local laws, codes, rules, regulations, and/or orders that relate to the work or services to be provided pursuant to this agreement.
- F. No funds or compensation received by Consultant under this agreement shall be used by Consultant for sectarian worship, instruction, or proselytization. No funds or compensation received by Consultant under this agreement shall be used to provide direct, immediate, or substantial support to any religious activity.
- G. In addition to any other provisions of this agreement, Consultant shall be solely responsible for any and all damages caused, and/or penalties levied, as the result of Consultant's noncompliance with the provisions of this section.

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

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

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 agreement Commercial General Liability Insurance, including coverage for owned and non-owned automobiles, and other coverage necessary to protect County and the public with limits of liability of not less than \$1 million per occurrence; 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 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 County, its elected officials, officers, employees, agents, and volunteers which might arise in connection with this agreement. 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 agreement.
- C. CONSULTANT shall obtain and maintain continuously a policy of Errors and Omissions coverage with limits of liability of not less than \$1 million per occurrence.
- 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 *County, its elected officials, officers, employees, agents, and volunteers as additional insureds*. In the event that coverage is reduced or canceled a notice of said reduction or cancellation shall be provided to County within 24 hours. Any available insurance proceeds in excess of the specified minimum limits and coverage pursuant to the terms of this agreement 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 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 County, 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 County.

ARTICLE XXXI OWNERSHIP OF DATA

- A. Upon completion of all work under this contract, ownership and title to all reports, documents, plans, specifications, and estimates produced as part of this contract will automatically be vested in COUNTY; and no further agreement will be necessary to transfer ownership to COUNTY. CONSULTANT shall furnish COUNTY all necessary copies of data needed to complete the review and approval process.
- B. It is understood and agreed that all calculations, drawings and specifications, whether in hard copy or machine-readable form, are intended for one-time use in the construction of the project for which this contract has been entered into.
- C. CONSULTANT is not liable for claims, liabilities, or losses arising out of, or connected with the modification, or misuse by COUNTY of the machine-readable information and data provided by CONSULTANT under this contract; further, CONSULTANT is not liable for claims, liabilities, or losses arising out of, or connected with any use by COUNTY of the project documentation on other projects for additions to this project, or for the completion of this project by others, except only such use as may be authorized in writing by CONSULTANT.
- D. Applicable patent rights provisions regarding rights to inventions shall be included in the contracts as appropriate (48 CFR 27, Subpart 27.3 - Patent Rights under Government Contracts for federal-aid contracts).
- E. COUNTY may permit copyrighting reports or other agreement products. If copyrights are permitted; the agreement shall provide that the FHWA shall have the royalty-free nonexclusive and irrevocable right to reproduce, publish, or otherwise use; and to authorize others to use, the work for government purposes.
- F. Any subcontract in excess of \$25,000 entered into as a result of this contract, shall contain all of the provisions of this Article.

ARTICLE XXXII CLAIMS FILED BY COUNTY'S CONSTRUCTION CONTRACTOR

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

ARTICLE XXXIII CONFIDENTIALITY OF DATA

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

ARTICLE XXXIV NATIONAL LABOR RELATIONS BOARD CERTIFICATION

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

ARTICLE XXXV EVALUATION OF CONSULTANT

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

ARTICLE XXXVI RETENTION OF FUNDS

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

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

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

ARTICLE XXXVIII PROPERTY TAXES

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

ARTICLE XXXIX LICENSES AND PERMITS

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

ARTICLE XL AGREEMENT PREPARATION

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

ARTICLE XLI COMPLIANCE WITH POLITICAL REFORM ACT

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

ARTICLE XLII SEVERABILITY

If any portion of this agreement or application thereof to any person or circumstance is declared invalid by a court of competent jurisdiction or if it is found in contravention of any federal or state statute or regulation

or COUNTY ordinance, the remaining provisions of this agreement, or the application thereof, shall not be invalidated thereby and shall remain in full force and effect to the extent that the provisions of this agreement are severable.

ARTICLE XLIII COUNTY'S RIGHT OF SETOFF

To the fullest extent permitted by law, County shall have the right but not the obligation, to setoff, in whole or in part, against any compensation owed to Consultant or any of its subsidiaries under any contract with the County, any amount of any Federal or State audit liability owed by or claimed or asserted against the County or any amounts owed to County by Consultant or its subsidiaries.

ARTICLE XLIV 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 XLV 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:

Dokken Engineering
Timothy Osterkamp, Project Manager
110 Blue Ravine Road, Suite 200
Folsom, CA 95630-4713
(916) 858-0642
tosterkamp@dokkenengineering.com

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

Any oral notice authorized by this agreement shall be given to the persons specified in Section 19.A. and shall be deemed to be effective immediately.

Unless otherwise stated in this agreement, any written or oral notices on behalf of the County as provided for in this agreement may be executed and/or exercised by the County Executive Officer.

ARTICLE XLVI 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 XLVII 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:

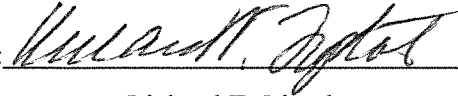
RUBIN E. CRUSE, JR
County Counsel

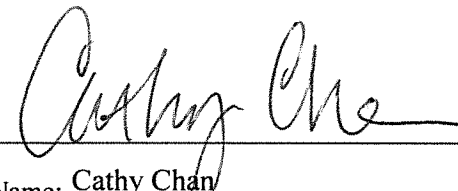
By:  11/3/17
David M. Yorton, Jr.
Senior Deputy County Counsel

RISK MANAGEMENT APPROVAL

By:  11/2/17
Jim Johnson
Risk Management Analyst III

CONSULTANT
DOKKEN ENGINEERING

By: 
Print Name: Richard T. Liptak
Title: President
Date: 10/31/2017
Tax I.D.#: 68-0099664

By: 
Print Name: Cathy Chan
Title: Secretary
Date: 10/31/2017

ATTACHMENT A PROPOSAL OF SERVICES



SHASTA COUNTY

Department of Public Works

Proposal of Services
Engineering and Geotechnical
Services for Storm Damage Projects

September 22, 2017

DE DOKKEN
ENGINEERING



DOKKEN ENGINEERING

Transportation Solutions from Concept to Construction

September 22, 2017

Attn: John Crowe, Associate Engineer
Shasta County Department of Public Works
1855 Placer Street, Redding, CA 96001

RE: Request for Proposals – Engineering and Geotechnical Services for Storm Damage Projects

Dear Mr. Crowe:

During the winter of 2016/2017, severe winter storms caused damage to various local roads in Shasta County (the County). The County now faces challenges the challenge of repairing structural, roadway and property damage. Rehabilitation of these infrastructure sites needs to happen quickly and efficiently for the community to return to a sense of normalcy. The County is now soliciting the assistance of qualified consultants to perform engineering and geotechnical repair designs to expedite these repairs.

Dokken Engineering (Dokken) is immediately available to respond to these needs and has assembled a qualified, experienced and dedicated team with the expertise to address these storm damage repairs. We specialize in providing project management, environmental documentation, Plans, Specifications and Estimate (PS&E) and related services for transportation projects; including damaged infrastructure caused by extreme weather. Dokken oversees all aspects of the PS&E development from concept to completion and updates clients of progress through focused meetings at project milestones, monthly progress reports, schedule updates, and phone calls. We also assist with funding documents such as right of way and construction requests for authorization submittals.

Dokken has recent experience delivering storm damage repair strategies and engineering services and we understand the potential issues and problems with these types of repairs. Dokken has a verifiable history of PS&E delivery within tight schedules and the available staff to deliver on our commitment to the County's emergency repairs. Our strengths include:

Dedicated Project Management – Over the past nine years Mr. Timothy Osterkamp, PE has successfully managed the repair of eight storm damage sites in Santa Cruz County and is currently managing two sites in El Dorado County. He is supported by Dokken's key staff as well as over 100 professionals specializing in transportation structures, roadway, civil design, hydraulics/hydrology, and right of way engineering. Our qualifications demonstrate our knowledge and experience in designing quality projects and getting them constructed. Mr. Osterkamp is authorized to represent the firm and negotiate with the County on behalf of Dokken Engineering.

Diverse Project Services – For the specialty services required for this project, Dokken has teamed with well-qualified subconsultant firms including Geocon for geotechnical services and UNICO (DBE) for engineering support such as quantity calculations. These firms are proven performers with the Dokken team on past projects and are familiar with the project area and understand the issues to be addressed. Although the DBE goal is 0%, we have included UNICO to perform quantity calculations or other engineering tasks that can be easily isolated. We are committed to utilizing UNICO for this project.

Relatable Experience – Dokken is currently performing repair approach type selection and will be performing final design for two FEMA funded projects in El Dorado County. In addition, Dokken has developed PS&E for storm damage repair in Los Angeles County for emergency repair of roadway slip outs



along Old Topanga Canyon Road; a rural road on steep mountainous terrain. The repair included three tieback retaining walls totaling 300 feet in length to contain the unstable slopes. Dokken has designed over 100 retaining walls and countless culvert systems over the past 5 years as a component of larger projects.

Successful Project Approach – A successful project is defined by a design that best fits the needs and parameters of the project goal. Early in the process it is important to work closely with the geotechnical engineer to identify failure surfaces, determine the appropriate limits of the necessary repairs and prepare design deliverables that meet the needs of construction. Additional issues that must be addressed include: seepage that can greatly impact constructability, environmental impacts which may require significant mitigation costs, site accessibility and traffic handling considerations during construction operations. These issues must be considered prior to proceeding with the design to eliminate alternatives for which potential conflicts will delay construction.

All the stated qualifications in this proposal of services are valid and will remain so for the duration of any prospective agreement, and we are in receipt of addendum #1 issued by the County. We are prepared to begin services upon receipt of a Notice to Proceed from the County. Any questions regarding our proposal can be directed to me at the contact info below. Dokken Engineering remains dedicated to the County's goal of expediting these repairs, delivering reliable designs and returning the County roads to a safe and structurally sound condition.

Sincerely,

DOKKEN ENGINEERING

Tim Osterkamp, PE
Project Manager

Richard Liptak, PE
President/Principal In Charge

Primary Contact	Timothy Osterkamp, PE
Address	Dokken Engineering, 110 Blue Ravine Road, Suite 200, Folsom, CA 95630
Federal Tax ID #	68-0099664
Contact Information	Phone: 916-858-0642, Fax: 916-858-0643, Cell: 916-802-8938 Email: tosterkamp@dokkenengineering.com Website: http://www.dokkenengineering.com

Qualifications For ENGINEERING AND GEOTECHNICAL SERVICES FOR STORM DAMAGE PROJECTS



Qualifications

Firm Background

Established in 1986, DOKKEN ENGINEERING is a multi-discipline, professional engineering & environmental services firm headquartered in Folsom, California. Since our founding, we have developed an exceptional depth of experience and expertise, having engineered and successfully completed more than 2,500 infrastructure projects; including more than 1,500 federally funded projects. We have a successful 30-year history of working with counties, cities, state agencies, federal agencies and transportation planning agency clients across California. Many of our key staff are experienced in working directly with local agencies or resource agencies; either as employees or consultants. This experience allows us to better understand the circumstances of our clients' projects and meet their needs by developing the best approach to project delivery. Because of planning based on collective experience, we save our clients valuable time and money and will apply the same expertise in delivering projects for the County.

Dokken employs a diverse group of transportation, structural, traffic, hydraulics, right of way, environmental, technical and administrative professionals to maximize the available services offered by a single firm. Our technical experts and support staff work together to provide complete and cost-effective project delivery with streamlined project coordination, and easy and effective communication. In addition to our headquarters in Folsom, we also have offices in Redding, San Diego and Temecula. Additional firm-wide resources allow us to utilize the most qualified team members with expertise specific to the project scope and deliver quality results in a timely manner.

Leading our team and coordinating our firm resources is project manager Tim Osterkamp, PE. Tim is a proven leader of structural projects and has decades of experience in storm damage repair. His previous work managing emergency projects throughout the Santa Cruz area and Northern California, coordinating funding resources, and leading design teams, while considering project elements including geotechnical, survey, environmental and right of way, has been crucial to the repair of major roadways and highways in rural areas. His time-sensitive approach to managing these projects has resulted in expedited project completion, the quick restoration of traffic flow, and adherence to project budgets.

Project Understanding

During the winter of 2016/2017, severe winter storms caused damage to various local roads in Shasta County, ranging from small to large slip-outs. The County now endeavors to repair these roadways and is soliciting the assistance of civil engineering design firms to develop project plans, specifications, and estimates, and perform required support services including geotechnical engineering. The repair projects will be primarily funded through FEMA, with local match by the County and CalOES.



FIRM OVERVIEW

- Established in June 1986
- More than 2,500 projects completed
- 123 employees
- 59 California licensed civil, structural & traffic engineers and land surveyors

FIRM SERVICES PROVIDED

- Roadway Design
- Bridges & Structures Design
- Civil Design
- Storm Damage Repair
- Transportation Planning
- Agency Coordination
- Design/Build
- CEQA/NEPA Environmental Documentation
- Environmental Permitting
- Construction Management
- Lighting & Signals
- Exhibit Preparation
- Surveying
- Hydraulics/Drainage
- Right of Way Engineering
- Funding Assistance

PRIMARY CONTACT

Timothy Osterkamp, PE
Project Manager

✉ tosterkamp@
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☎ 916-858-0642
☎ 916-858-0643
📍 110 Blue Ravine Road
Suite 200
Folsom, CA 95630

Qualifications For ENGINEERING AND GEOTECHNICAL SERVICES FOR STORM DAMAGE PROJECTS



The Dokken Team will be responsible for the following tasks:

Task 1: Project Management – For each site a project specific scope, budget, and schedule will be agreed upon with the County. Dokken will provide Project Management including updating the County on specific issues, management of subconsultants, manage and direct work of designers, and adhering to project schedule, scope and budget.

Task 2: Perform Geotechnical Studies – (Geocon) These studies will include visual observations and deep subsurface investigations (borings). An exploratory exhibit and description will be developed for FEMA approval prior to performing the borings. A written report will summarize findings and make recommendations on repair facility type, limits, and foundation type, in addition to groundwater seepage mitigation and soil corrosivity.



Task 3: Earth Retaining Structure Type Selection and Site Visit – A site visit will be conducted with County staff. Dokken will make recommendations, as needed, to streamline the proposed facility design and construction and address traffic conditions.

Dokken will work closely with Geocon to develop potential alternatives and identify the preferred alternative. A draft type selection memorandum will be prepared and will include potential alternatives, preliminary quantities and cost estimates and preliminary drawings. We will coordinate with the County and County's environmental consultant to ensure that the selected earth retaining structure is compatible with the environmental studies. The final report will incorporate County comments and will form the basis for FEMA approval of the selected wall repair approach.

Task 4: 65% Plans, Specifications, and Construction Estimate (PS&E) - Plan sets will be submitted to the County at the 65% milestone. Electronic submittals will be provided upon completion of the plans. Plan sheets will be prepared on County borders and submitted in AutoCAD Civil3D, using Caltrans and County standards. Submittals can include full size and half size sheets, as well as PDF copies.

Task 5: Independent Check – An independent check of the 65% plans will be performed. The designer and checker will work closely together to resolve differences. Revised plans will be submitted to the County incorporating check comments and comments received from the County.

Task 6: 10% Plans, Specifications, and Construction Estimate (PS&E) – Completed plans, technical specification, and Engineer's construction estimate (PS&E) will be submitted to the County. Technical specifications will be based on Caltrans 2015 Standard Specifications. Estimates will be developed based on calculated quantities and representative prices for Shasta County. Experience on recently constructed or bid repairs will be utilized when developing the estimated construction costs.

It is understood the County will perform the following tasks:

- Topographic Survey and Right of Way (ROW) services. Dokken will assist with identifying ROW needs.
- Environmental Documentation and Clearance and Permitting. Dokken will assist with exhibits as needed and quantities (cut, fill, etc.) for permits.
- Utility coordination. There currently appears to be no utilities in conflict.
- Perform Drainage Studies and design – If cross culverts are needed, Dokken will work with the County to place the culverts on the design plans. In addition, geotechnical borings may indicate seepage or perched water contributed to the failure. In these situations, a drainage system may help long-term site stability. Water from these systems must be collected and safely discharged below the site.
- Construction Support/Construction Management. Dokken is available to assist with this task as requested.

The appropriate repair will be selected based on geotechnical investigation of the underlying ground surface with an emphasis on economy. By utilizing standard materials and construction practices costs can be better predicted and

Qualifications For ENGINEERING AND GEOTECHNICAL SERVICES FOR STORM DAMAGE PROJECTS



controlled and there is a reduced chance of construction claims. Typical materials will include steel piles and timber lagging for soldier pile walls, concrete for standard cantilever and crib retaining walls, MSE wall facing, foundations, and concrete walers on soldier pile walls per Caltrans Standard details. In addition, standard materials will be used for soil anchors and geogrid walls. While a detour route is available, it is over 20 miles long on winding narrow roads. Consequently, it is not reasonable to close the road for construction. Therefore, traffic control constraints will impact the repair type selection, likely eliminating reinforced earth or Mechanically Stabilized Earth (MSE) embankments due to their large required footprints. Environmental impacts, speed of construction, and hydraulic considerations are not anticipated to impact the repair type selection for these two adjacent sites.

In addition to the structural repair design, traffic handling, roadway section, surface and subsurface drainage systems, guard railing, erosion protection (such as rock slope protection), and temporary shoring systems will be addressed in the project design. Local drainage systems such as culverts and roadside ditches may also need to be sized and designed. Utility relocation and temporary and/or permanent right of way acquisition will be addressed as needed when designing repairs.

Familiarity With Applicable Practices And Procedures for Storm Damage Repair

Dokken's Project Manager, Tim Osterkamp has spent his entire 32-year career in transportation engineering. A significant portion of this time has been associated with the Highway Bridge Program (HBP) or federally funded storm damage repair as Project Manager, Project Engineer, and/or designer. He has extensive experience with storm damage repair, having recently successfully completed three retaining structures in Santa Cruz County, in addition to five FEMA or FHWA funded storm damage projects completed between 2008 and 2010. Mr. Osterkamp is also currently the Project Manager for two FEMA funded storm damage repair projects in El Dorado County where we are currently completing repair approach type selection and cost estimates. Mr. Osterkamp was also the project manager and a presenter for a retaining wall design class given to Santa Cruz County.

Dokken is very familiar with Shasta County area and local agencies. We have an office in the City of Redding and currently are providing staff augmentation to Caltrans District 2 with six engineers in the Caltrans office. We are performing two HBP funded bridge replacement projects for the City of Redding. Geocon is performing the geotechnical services for these two HBP projects. Mr. Osterkamp has worked closely with North State Resources and Wirt Lanning, the County's environmental consultant for these storm damage projects, on bridge replacement projects in Plumas County.



Geotechnical Investigation

Seven slipout locations are to be repaired, which are anticipated to consist of either soldier pile walls, anchored gabion baskets, or reinforced earth backfill and rock slope protection.

The Westside Road site is approximately 6½ miles from Lake Shasta Dam on Westside Road just north of Squaw Creek. The slipout has impacted the entire roadway and ready access does not appear to be possible for a drill rig to the north side of the slipout. The site is underlain by metavolcanic bedrock. Groundwater is not expected to be encountered. The site is not located within an Alquist Priolo Earthquake Fault Zone.

The six (6) Cove Road sites are located between approximately 1½ to 3 miles northwest of State Route 299 on Cove Road. The slipouts are in the outboard edges of the existing roadway. The slipout locations appear to be in the Upper Member of the Eocene Montgomery Creek Formation, which consists primarily of sandstone and mudstone/siltstone, with minor conglomerate and occasional thin coal seams. Based on site reconnaissance, a volcanic mudflow deposit appears to overlie a finer-grained portion of the Montgomery Creek Formation at the slipout locations. Groundwater

Qualifications For ENGINEERING AND GEOTECHNICAL SERVICES FOR STORM DAMAGE PROJECTS

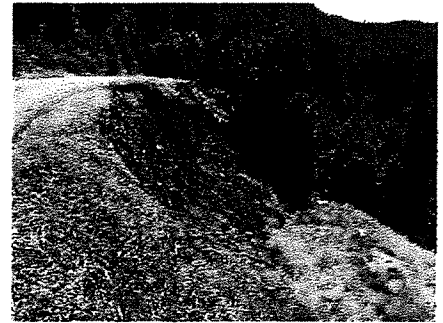


is not expected to be encountered. The sites are not located within an Alquist Priolo Earthquake Fault Zone.

Below the sites, creeks and the Lake Shasta are sufficiently far away so as not to be impacted by the repair approaches. However, roadside drainage appears to have played a role in the failures. An important task will be to identify surface, and potentially ground water sources, and adequately divert the water away from the sites. This may include underdrain systems and/or surface collection with overside drains.

Preliminary Repair Alternatives

At all the sites, the slope below the road appears to be too steep to "catch" a typical reconstructed embankment, which generally requires a toe key cut into stable material with a 2H:1V finish slope, or the material below the site is unsuitable to support the embankment. At many sites, the road section has slumped down the hill with the material remaining below the road. Options such as a steepened embankment (constructed with geo-fabric reinforcement), rock-buttress or gravity-type wall (e.g., MSE or gabion) can be considered. However, at several sites this approach would appear to require heights in excess of 20 feet to restore the original hinge-line and would require a base keyed into stable material along the outer toe. This approach may also require full road closure. Inboard retreat does not appear feasible due to steep inboard slopes, hard rock, or alignment issues.



Wall types to be considered at some or all locations include:

- Soldier pile and lagging walls. The pier embedment depth may be reduced if tieback anchors are used.
- Gabion baskets to form the wall facing element and can be battered into the slope for a gravity structure or use tie-backs (e.g. anchor piles, soil nails, or deadman anchors) to hold the baskets in place.
- Mechanically stabilized earth (MSE) walls, which is an internally-reinforced earth gravity wall with a face often consisting of precast concrete panels, segmental blocks, or geocells that can tolerate some differential movement. The horizontal reinforcing elements typically consist of steel or geosynthetic material and the reinforced soil zone is usually comprised of imported granular materials.
- Geosynthetically confined soil (GCS), also called geosynthetic reinforced soil (GRS), employ elements similar to an MSE wall, but uses a closer vertical spacing of reinforcing elements, lighter-weight reinforcement (e.g., woven polypropylene geotextile), well-compacted select granular fill material, and smaller facing elements. Facing options for GCS walls include natural vegetation, wire mesh, natural stone, concrete block, or shotcrete.

Approach to Project Management and Delivery

Dokken's management approach to project delivery includes consistency, communication and the appropriate approach to the scope and task. We carefully review the project details and assign project personnel with the appropriate knowledge and experience to do the job right. We review subconsultant deliverables carefully as an integrated part of our work and deliverables. Dokken uses a consistent project management approach on all issues:

"No Surprises" Communication with our Clients – Dokken prides itself on commitment to effective, consistent, and timely communication. We continue to grow as a firm because we keep our clients informed about – but not burdened by – project details. We include face-to-face client meetings in our scope, and regularly communicate through e-mail, phone calls and progress reports. Emerging issues are brought to our clients, along with proposed solutions.

Clear, Concise, and Complete Reporting – Dokken prepares monthly progress reports to record and document the progress of the project and discuss current issues. The reports of expenditures for projects are organized by task

Qualifications For ENGINEERING AND GEOTECHNICAL SERVICES FOR STORM DAMAGE PROJECTS



and milestone and include direct labor costs, other direct costs and sub-consultant costs. These reports are included as supporting data for invoices, and are submitted to the County every month.

Critical Path Schedule – A critical path schedule is developed for projects prior to executing a contract. The schedule is prepared using Microsoft Project or the County's preferred software, and identifies the tasks associated with each milestone. Each Dokken team member is listed with each task and a percent complete column added to the schedule. The schedule drives the project, not the reverse.

Budget Control – The best way to control the budget is to follow the project schedule. This avoids costly over-runs and extended production times. The key to preserving budgets is to start on time, get it right, and submit the deliverable on deadline. In addition, Dokken is to utilize the same design working group from beginning to end. This eliminates inefficient orientation time and repeated site visits required for new team members.

Agency Coordination/Permitting – The Dokken team, including sub consultants, are experts in local and state agency coordination and permitting.

Understanding The Federal Process

The primary source of storm damage repair funding will be provided by FEMA as the site is not on a Federal-Aid route. Being a federal agency, the project must follow the federal process. In general, the process is similar to other federal programs, such as the Highway Bridge Program, in which funds must be allocated, funding request documents must be prepared, and E-76's issued. The steps to obtain storm damage repair funding include disaster assessment, emergency proclamations issued by local (Board of Supervisors), state (Governor), and federal (President) officials, Preliminary Damage Assessment (PDA), submittal and approval of Request for Public Assistance (RPA), and a kickoff meeting with FEMA.

The repairs to be completed under this RFP are permanent restoration (PR) work, not emergency opening work. The FEMA funding covers 75% of the costs. The remaining 25% is typically funded through local match funds. FEMA funding follows the regular federal aid process. As with other federal programs, this is a cost reimbursement process. Typically, the phase must be authorized (E-76 issued) prior to starting work, and invoices must be paid by the County prior to billing the program for reimbursement. The work may begin prior to receiving an E-76 if the work has been programmed. However, the County will not be reimbursed until the E-76 has been issued.



For PR repairs, the tasks required from preliminary engineering through construction will follow the regular federal aid process. This means NEPA documentation must be complete prior to right of way acquisition (if needed). Right of way and construction are authorized with separate E-76. The County must invoice regularly and a final report of expenditures must be submitted after project completion.

Quality Assurance

Dokken takes quality assurance seriously, and realizes that a quality plan set provides the best bidding opportunities for projects, helps keep projects within their overall budgets, and ultimately results in a quality project getting built. The best approach to eliminate potential claims during construction is to produce quality PS&E that has been thoroughly checked to reduce the possibility of errors.

Kathy Wickam, PE, from Dokken will be the Quality Assurance Engineer for this project. She will perform a quality review of all project submittals. This includes all products prepared by our subconsultants. The Project Manager will be responsible for the quality control for all products submitted to the County or Caltrans. This two-tier QA/QC level of effort ensures a high-quality product.

ATTACHMENT B COST PROPOSAL (EXHIBIT 10-H)

COST PROPOSAL (EXHIBIT 10-H)
ACTUAL COST-PLUS-FIXED FEE

**PROFESSIONAL ENGINEERING AND GEOTECHNICAL SERVICES FOR
STORM DAMAGE PROJECTS: COVE ROAD, SITE 1
SHASTA COUNTY**

CONSULTANT: DOKKEN ENGINEERING

CONSULTANT COST PROPOSAL
DATE: September 21, 2017

DIRECT LABOR

<u>Classification/Title</u>	<u>Name</u>	<u>Hours</u>	<u>Range</u>	<u>Rate</u>	<u>Total</u>
Principal	Richard Liptak, PE	0	\$75.00 - \$95.00	\$ 85.00	\$ -
Project Manager	Tim Osterkamp, PE	98	\$50.00 - \$90.00	\$ 71.00	\$ 6,958.00
Senior Engineer	Staff	0	\$50.00 - \$90.00	\$ 75.00	\$ -
Project Engineer	Rosa Griggs, PE	115	\$50.00 - \$90.00	\$ 59.00	\$ 6,785.00
Project Engineer	Brian Stephenson, PE	28	\$50.00 - \$90.00	\$ 62.00	\$ 1,736.00
Associate Engineer	Staff	132	\$38.00 - \$55.00	\$ 50.00	\$ 6,600.00
Assistant Engineer	Staff	196	\$28.00 - \$38.00	\$ 33.00	\$ 6,468.00
Professional Land Surveyor	Staff	0	\$50.00 - \$70.00	\$ 65.00	\$ -
Right-of-Way Manager	Staff	0	\$45.00 - \$65.00	\$ 54.00	\$ -
Senior Right-of-Way Agent	Staff	0	\$35.00 - \$55.00	\$ 42.00	\$ -
Right-of-Way Agent	Staff	0	\$30.00 - \$50.00	\$ 40.00	\$ -
Environmental Manager	Staff	0	\$65.00 - \$85.00	\$ 80.00	\$ -
Senior Environmental Planner	Staff	0	\$44.00 - \$65.00	\$ 55.00	\$ -
Associate Environmental Planner	Staff	0	\$38.00 - \$48.00	\$ 44.00	\$ -
Environmental Planner / Biologist	Staff	0	\$18.00 - \$38.00	\$ 30.00	\$ -
Environmental Planner / Archaeologist	Staff	0	\$18.00 - \$38.00	\$ 35.00	\$ -
Senior CADD	Staff	8	\$40.00 - \$60.00	\$ 55.00	\$ 440.00
CAD / Engineering Technician	Staff	132	\$20.00 - \$40.00	\$ 38.00	\$ 5,016.00
		<u>709</u>			

LABOR COSTS

Subtotal Direct Labor Costs \$ 34,003.00

TOTAL DIRECT LABOR COSTS \$ 34,003.00

FRINGE BENEFITS

Fringe Benefit

<u>Rate</u>	<u>Total</u>
85.00%	\$ 28,902.55

TOTAL FRINGE BENEFITS \$ 28,902.55

INDIRECT COSTS

General and Administrative
Overhead

<u>Rate</u>	
74.00%	\$ 25,162.22
6.00%	\$ 2,040.18
80.00%	

TOTAL INDIRECT COSTS \$ 27,202.40

FIXED FEE (Profit)

<u>Rate</u>
10.00%

TOTAL PROFIT \$ 9,010.80

OTHER DIRECT COSTS (ACTUAL COSTS)

• None anticipated

<u>Qty</u>	<u>Unit</u>	<u>Rate</u>	<u>Total</u>
	EA	@ \$0.00	\$ -

TOTAL OTHER DIRECT COSTS \$ -

SUBCONSULTANTS

• UNICO*
• Geocon

<u>Total</u>
\$ 3,956.04
\$ 30,585.73

TOTAL SUBCONSULTANTS \$ 34,541.77

*DBE Percentage: 2.96%

TOTAL COST NOT-TO-EXCEED \$ 133,660.51

**COST PROPOSAL (EXHIBIT 10-H)
ACTUAL COST-PLUS-FIXED FEE**

**PROFESSIONAL ENGINEERING AND GEOTECHNICAL SERVICES FOR
STORM DAMAGE PROJECTS: COVE ROAD, SITE 1
SHASTA COUNTY**

CONSULTANT: UNICO ENGINEERING

CONSULTANT COST PROPOSAL
DATE: September 21, 2017

DIRECT LABOR

<u>Classification/Title</u>	<u>Name</u>	<u>Hours</u>	<u>Range</u>	<u>Rate</u>	<u>Total</u>
Classification	Rob Markes	20.0	\$45.00 - \$65.00	\$ 45.00	\$ 900.00
Project Engineer	CJ Smith	20.0	\$40.00 - \$60.00	\$ 36.00	\$ 720.00
		40.0			

LABOR COSTS Subtotal Direct Labor Costs \$ 1,620.00

TOTAL DIRECT LABOR COSTS \$ 1,620.00

INDIRECT COSTS

	<u>Rate</u>	
Combined Indirect Cost Rate (ICR) - Includes Fringe, Overhead, & G&A	122.00%	\$ 1,976.40

TOTAL INDIRECT COSTS \$ 1,976.40

FIXED FEE (Profit)

	<u>Rate</u>	
	10.00%	
TOTAL PROFIT		\$ 359.64

OTHER DIRECT COSTS (ACTUAL COSTS)

	<u>Qty</u>	<u>Unit</u>	<u>Rate</u>	<u>Total</u>
• None anticipated	0	EA	@ \$0.00	\$ -

TOTAL OTHER DIRECT COSTS \$ -

TOTAL COSTS \$ 3,956.04

COST PROPOSAL (EXHIBIT 10-H)
ACTUAL COST-PLUS-FIXED FEE

**PROFESSIONAL ENGINEERING AND GEOTECHNICAL SERVICES FOR
STORM DAMAGE PROJECTS: COVE ROAD, SITE 1
SHASTA COUNTY**

CONSULTANT:

GEOCON

CONSULTANT COST PROPOSAL
DATE: September 21, 2017

DIRECT LABOR

<u>Classification/Title</u>	<u>Name</u>	<u>Hours</u>	<u>Range</u>	<u>Rate</u>	<u>Total</u>
Principal Engineer/Geologist	Zorne	2	\$50.00 - \$75.00	\$ 60.00	\$ 120.00
Senior Engineer/Geologist/Geophysicist	Loutzenhiser, Pfeiffer	50	\$40.00 - \$65.00	\$ 50.00	\$ 2,500.00
Sr. Project Engineer/Geologist	Staff	16	\$35.00 - \$55.00	\$ 45.00	\$ 720.00
Sr. Staff Engineer/Geologist	Staff	16	\$30.00 - \$40.00	\$ 35.00	\$ 560.00
Staff Engineer/Geologist	Staff	16	\$25.00 - \$40.00	\$ 30.00	\$ 480.00
Engineering/Research Assistant/Technical Ill.	Staff	12	\$25.00 - \$45.00	\$ 40.00	\$ 480.00
Word Processor/Technical Editor	Staff	4	\$15.00 - \$30.00	\$ 26.00	\$ 104.00
		116			

LABOR COSTS

Subtotal Direct Labor Costs \$ 4,964.00

TOTAL DIRECT LABOR COSTS \$ 4,964.00

FRINGE BENEFITS

Fringe Benefit

<u>Rate</u>	<u>Total</u>
36.21%	\$ 1,797.46

TOTAL FRINGE BENEFITS \$ 1,797.46

INDIRECT COSTS

Overhead and General & Administrative

<u>Rate</u>	<u>Total</u>
147.94%	\$ 7,343.74

TOTAL INDIRECT COSTS \$ 7,343.74

FIXED FEE (Profit)

<u>Rate</u>
10.00%

TOTAL PROFIT \$ 1,410.52

OTHER DIRECT COSTS (ACTUAL COSTS)

	<u>Qty</u>	<u>Unit</u>	<u>Rate</u>	<u>Total</u>
• Per Diem	2	DAYS	@ \$150.00	\$ 300.00
• Vehicle Mileage	500	Miles	@ \$0.54	\$ 270.00
• Traffic Control	2	LS	@ \$250.00	\$ 500.00
• Drilling	2	Est	@ \$5,200.00	\$ 10,400.00
• Lab: Moisture-Density (ASTM D2937)	12	EA	@ \$40.00	\$ 480.00
• Lab: Plasticity Index (ASTM D4318)	4	EA	@ \$175.00	\$ 700.00
• Lab: Sieve Analysis (ASTM D422)	4	EA	@ \$100.00	\$ 400.00
• Lab: Corrosion Parameters (CTM 417, CTM 422, CTM 643)	2	EA	@ \$260.00	\$ 520.00
• Lab: CU Triax Staged (ASTM D4767)	4	EA	@ \$375.00	\$ 1,500.00

TOTAL OTHER DIRECT COSTS \$ 15,070.00

TOTAL COSTS \$ 30,585.73

TASK DESCRIPTION	DOKKEN ENGINEERING										UNICO ENGINEERING				GEOCON CONSULTANTS										GRAND TOTAL																																																																																																																																																																																									
	Time Coordinator Project Manager	Road Design Project Engineer	Main Stationing Project Engineer	Asst. Stationing Project Engineer	Asst. Stationing Project Engineer	Asst. Stationing Project Engineer	Asst. Stationing Project Engineer	Asst. Stationing Project Engineer	Asst. Stationing Project Engineer	Asst. Stationing Project Engineer	Asst. Stationing Project Engineer	Asst. Stationing Project Engineer	Asst. Stationing Project Engineer	Asst. Stationing Project Engineer	Asst. Stationing Project Engineer	Asst. Stationing Project Engineer	Asst. Stationing Project Engineer	Asst. Stationing Project Engineer	Asst. Stationing Project Engineer	Asst. Stationing Project Engineer	Asst. Stationing Project Engineer	Asst. Stationing Project Engineer	Asst. Stationing Project Engineer	Asst. Stationing Project Engineer	Asst. Stationing Project Engineer	Asst. Stationing Project Engineer	Asst. Stationing Project Engineer	Asst. Stationing Project Engineer	Asst. Stationing Project Engineer	Asst. 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Stationing Project Engineer	Asst. Stationing Project Engineer	Asst. Stationing Project Engineer	Asst. Stationing Project Engineer	Asst. Stationing Project Engineer	Asst. Stationing Project Engineer	Asst. Stationing Project Engineer	Asst. Stationing Project Engineer	Asst. Stationing Project Engineer	Asst. Stationing Project Engineer	Asst. Stationing Project Engineer	Asst. Stationing Project Engineer	Asst. Stationing Project Engineer	Asst. Stationing Project Engineer	Asst. Stationing Project Engineer	Asst. Stationing Project Engineer	Asst. Stationing Project Engineer	Asst. Stationing Project Engineer	Asst. Stationing Project Engineer	Asst. Stationing Project Engineer	Asst. Stationing Project Engineer	Asst. Stationing Project Engineer	Asst. Stationing Project Engineer	Asst. Stationing Project Engineer	Asst. Stationing Project Engineer	Asst. Stationing Project Engineer	Asst. Stationing Project Engineer	Asst. Stationing Project Engineer	Asst. Stationing Project Engineer	Asst. 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Stationing Project Engineer	Asst. Stationing Project Engineer	Asst. Stationing Project Engineer	Asst. Stationing Project Engineer	Asst. Stationing Project Engineer	Asst. Stationing Project Engineer	Asst. Stationing Project Engineer	Asst. Stationing Project Engineer	Asst. Stationing Project Engineer	Asst. Stationing Project Engineer	Asst. Stationing Project Engineer	Asst. Stationing Project Engineer	Asst. Stationing Project Engineer	Asst. Stationing Project Engineer	Asst. Stationing Project Engineer	Asst. Stationing Project Engineer	Asst. Stationing Project Engineer	Asst. Stationing Project Engineer	Asst. Stationing Project Engineer	Asst. Stationing Project Engineer	Asst. Stationing Project Engineer	Asst. Stationing Project Engineer	Asst. Stationing Project Engineer	Asst. Stationing Project Engineer	Asst. Stationing Project Engineer	Asst. Stationing Project Engineer	Asst. Stationing Project Engineer	Asst. Stationing Project Engineer	Asst. Stationing Project Engineer	Asst. Stationing Project Engineer	Asst. Stationing Project Engineer	Asst. Stationing Project Engineer	Asst. Stationing Project Engineer	Asst. Stationing Project Engineer	Asst. Stationing Project Engineer	Asst. Stationing Project Engineer

COST PROPOSAL (EXHIBIT 10-H)
ACTUAL COST-PLUS-FIXED FEE

PROFESSIONAL ENGINEERING AND GEOTECHNICAL SERVICES FOR
STORM DAMAGE PROJECTS: COVE ROAD, SITE 2
SHASTA COUNTY

CONSULTANT: DOKKEN ENGINEERING

CONSULTANT COST PROPOSAL
DATE: September 21, 2017

DIRECT LABOR

Classification/Title	Name	Hours	Range	Rate	Total
Principal	Richard Liptak, PE	0	\$75.00 - \$95.00	\$ 85.00	\$ -
Project Manager	Tim Osterkamp, PE	43	\$50.00 - \$90.00	\$ 71.00	\$ 3,053.00
Senior Engineer	Staff	0	\$50.00 - \$90.00	\$ 75.00	\$ -
Project Engineer	Rosa Griggs, PE	61	\$50.00 - \$90.00	\$ 59.00	\$ 3,599.00
Project Engineer	Brian Stephenson, PE	20	\$50.00 - \$90.00	\$ 62.00	\$ 1,240.00
Associate Engineer	Staff	70	\$38.00 - \$55.00	\$ 50.00	\$ 3,500.00
Assistant Engineer	Staff	96	\$28.00 - \$38.00	\$ 33.00	\$ 3,168.00
Professional Land Surveyor	Staff	0	\$50.00 - \$70.00	\$ 65.00	\$ -
Right-of-Way Manager	Staff	0	\$45.00 - \$65.00	\$ 54.00	\$ -
Senior Right-of-Way Agent	Staff	0	\$35.00 - \$55.00	\$ 42.00	\$ -
Right-of-Way Agent	Staff	0	\$30.00 - \$50.00	\$ 40.00	\$ -
Environmental Manager	Staff	0	\$65.00 - \$85.00	\$ 80.00	\$ -
Senior Environmental Planner	Staff	0	\$44.00 - \$65.00	\$ 55.00	\$ -
Associate Environmental Planner	Staff	0	\$38.00 - \$48.00	\$ 44.00	\$ -
Environmental Planner / Biologist	Staff	0	\$18.00 - \$38.00	\$ 30.00	\$ -
Environmental Planner / Archaeologist	Staff	0	\$18.00 - \$38.00	\$ 35.00	\$ -
Senior CADD	Staff	8	\$40.00 - \$60.00	\$ 55.00	\$ 440.00
CAD / Engineering Technician	Staff	56	\$20.00 - \$40.00	\$ 38.00	\$ 2,128.00
		354			

LABOR COSTS

Subtotal Direct Labor Costs \$ 17,128.00

TOTAL DIRECT LABOR COSTS \$ 17,128.00

FRINGE BENEFITS

Fringe Benefit

Rate	Total
85.00%	\$ 14,558.80

TOTAL FRINGE BENEFITS \$ 14,558.80

INDIRECT COSTS

General and Administrative
Overhead

Rate	
74.00%	\$ 12,674.72
6.00%	\$ 1,027.68
80.00%	

TOTAL INDIRECT COSTS \$ 13,702.40

FIXED FEE (Profit)

Rate
10.00%

TOTAL PROFIT \$ 4,538.92

OTHER DIRECT COSTS (ACTUAL COSTS)

• None anticipated

Qty	Unit	Rate	Total
	EA	\$0.00	\$ -

TOTAL OTHER DIRECT COSTS \$ -

SUBCONSULTANTS

• UNICO*
• Geocon

Total
\$ 2,373.62
\$ 15,292.86

TOTAL SUBCONSULTANTS \$ 17,666.49

*DBE Percentage: 3.51%

TOTAL COST NOT-TO-EXCEED \$ 67,594.61

COST PROPOSAL (EXHIBIT 10-H)
 ACTUAL COST-PLUS-FIXED FEE
**PROFESSIONAL ENGINEERING AND GEOTECHNICAL SERVICES FOR
 STORM DAMAGE PROJECTS: COVE ROAD, SITE 2
 SHASTA COUNTY**

CONSULTANT: UNICO ENGINEERING

CONSULTANT COST PROPOSAL
 DATE: September 21, 2017

DIRECT LABOR

Classification/Title	Name	Hours	Range	Rate	Total
Classification	Rob Markes	12.0	\$45.00 - \$65.00	\$ 45.00	\$ 540.00
Project Engineer	CJ Smith	12.0	\$40.00 - \$60.00	\$ 36.00	\$ 432.00
		24.0			

LABOR COSTS Subtotal Direct Labor Costs \$ 972.00

TOTAL DIRECT LABOR COSTS \$ 972.00

INDIRECT COSTS

	Rate	
Combined Indirect Cost Rate (ICR) - Includes Fringe, Overhead, & G&A	122.00%	\$ 1,185.84

TOTAL INDIRECT COSTS \$ 1,185.84

FIXED FEE (Profit)

Rate	
10.00%	
TOTAL PROFIT	\$ 215.78

OTHER DIRECT COSTS (ACTUAL COSTS)

	Qty	Unit	Rate	Total
• None anticipated	0	EA	\$0.00	\$ -

TOTAL OTHER DIRECT COSTS \$ -

TOTAL COSTS \$ 2,373.62

COST PROPOSAL (EXHIBIT 10-H)

ACTUAL COST-PLUS-FIXED FEE

PROFESSIONAL ENGINEERING AND GEOTECHNICAL SERVICES FOR STORM DAMAGE PROJECTS: COVE ROAD, SITE 2 SHASTA COUNTY

CONSULTANT:

GEOCON

CONSULTANT COST PROPOSAL

DATE: September 21, 2017

DIRECT LABOR

Classification/Title	Name	Hours	Range	Rate	Total
Principal Engineer/Geologist	Zorne	1	\$50.00 - \$75.00	\$ 60.00	\$ 60.00
Senior Engineer/Geologist/Geophysicist	Loutzenhiser, Pfeiffer	25	\$40.00 - \$65.00	\$ 50.00	\$ 1,250.00
Sr. Project Engineer/Geologist	Staff	8	\$35.00 - \$55.00	\$ 45.00	\$ 360.00
Sr. Staff Engineer/Geologist	Staff	8	\$30.00 - \$40.00	\$ 35.00	\$ 280.00
Staff Engineer/Geologist	Staff	8	\$25.00 - \$40.00	\$ 30.00	\$ 240.00
Engineering/Research Assistant/Technical Illt	Staff	6	\$25.00 - \$45.00	\$ 40.00	\$ 240.00
Word Processor/Technical Editor	Staff	2	\$15.00 - \$30.00	\$ 26.00	\$ 52.00
		58			

LABOR COSTS

Subtotal Direct Labor Costs \$ 2,482.00

TOTAL DIRECT LABOR COSTS \$ 2,482.00

FRINGE BENEFITS

Fringe Benefit

Rate	Total
36.21%	\$ 898.73

TOTAL FRINGE BENEFITS \$ 898.73

INDIRECT COSTS

Overhead and General & Administrative

Rate	Total
147.94%	\$ 3,671.87

TOTAL INDIRECT COSTS \$ 3,671.87

FIXED FEE (Profit)

Rate
10.00%

TOTAL PROFIT \$ 705.26

OTHER DIRECT COSTS (ACTUAL COSTS)

	Qty	Unit	Rate	Total
• Per Diem	1	DAYS	@ \$150.00	\$ 150.00
• Vehicle Mileage	250	Miles	@ \$0.54	\$ 135.00
• Traffic Control	1	LS	@ \$250.00	\$ 250.00
• Drilling	1	Est	@ \$5,200.00	\$ 5,200.00
• Lab: Moisture-Density (ASTM D2937)	6	EA	@ \$40.00	\$ 240.00
• Lab: Plasticity Index (ASTM D4318)	2	EA	@ \$175.00	\$ 350.00
• Lab: Sieve Analysis (ASTM D422)	2	EA	@ \$100.00	\$ 200.00
• Lab: Corrosion Parameters (CTM 417, CTM 422, CTM 643)	1	EA	@ \$260.00	\$ 260.00
• Lab: CU Triax Staged (ASTM D4767)	2	EA	@ \$375.00	\$ 750.00

TOTAL OTHER DIRECT COSTS \$ 7,535.00

TOTAL COSTS \$ 15,292.86



TASK DESCRIPTION	DOKKEN ENGINEERING										UNICO ENGINEERING				GEOCON CONSULTANTS										GRAND TOTAL			
	Team Oversight	Lead Engineer	Senior Engineer	Associate Engineer	Assistant Engineer	Senior CAD	CAD / Engineering Technician		TOTAL HOURS	OTHER DIRECT COSTS	TOTAL COST	Project Engineer	Project Engineer	TOTAL HOURS	OTHER DIRECT COSTS	TOTAL COST	Senior Engineer/Geologist	Sr. Project Engineer/Geologist	Sr. Staff Engineer/Geologist	Staff Engineer/Geologist	Engineering/Research Assistant/Technical Manager	Field Processor/Technical Editor	TOTAL HOURS	OTHER DIRECT COSTS	TOTAL COST	GRAND TOTAL HOURS	GRAND TOTAL OTHER DIRECT COSTS	GRAND TOTAL COST
							Project Engineer	Senior CAD																				
LOANED RATE	\$100.00	\$125.00	\$150.00	\$100.00	\$75.00	\$100.00	\$100.00	\$100.00				\$100.00	\$100.00				\$100.00	\$100.00	\$100.00	\$100.00	\$100.00	\$100.00						
ACTUAL RATE	\$100.00	\$125.00	\$150.00	\$100.00	\$75.00	\$100.00	\$100.00	\$100.00				\$100.00	\$100.00				\$100.00	\$100.00	\$100.00	\$100.00	\$100.00	\$100.00						
Cove Road Site 2 Storm Damage Project	48	61	20	70	35	8	35	35		\$2,779.62	71	12	24			\$2,779.62	1	25	8	8	6	2	58	\$7,515.00	\$12,122.86	486	\$7,515.00	\$47,594.81
Task 1.0 Project Management	16	4	6						26																	26		\$5,081.76
1.1 Project Management	16	4	6						26																	26		\$5,081.76
Task 2.0 Perform Geotechnical Studies	2	3		8					13								1	25	6	8	6	2	58	\$7,515.00	\$12,122.86	71	\$7,515.00	\$17,386.75
2.1 FEMA Approval and Exploratory Borelog																												
2.2 Geotechnical Laboratory Testing and Report	2	3		8					1								2			1	1	3	3	\$5,200.00	\$5,608.33	4	\$5,200.00	\$7,778.32
Task 3.0 Earth Retaining Structure Type Selection	14	22	4	24	20	8			92								1	23	8	8	7	5	55	\$1,331.00	\$9,686.13	67	\$2,385.00	\$11,610.41
3.1 Site Visit and Review Provided Information	4	2	2						8																	8		\$14,108.49
3.2 Prepare Draft Type Selection Memo & Cost Est	4	8		12	20	8			52																	8		\$1,533.19
3.3 Coordinate with County & Env and Geotech	2	8		4					14																	52		\$7,159.24
3.4 Type Selection Meeting with County	2	2	2						6																	14		\$2,372.81
3.5 Final Type Selection Memo	2	2		8					12																	6		\$1,119.36
Task 4.0 65% Plans and Specifications	4	12	8	12	40				116																	12		\$1,232.90
4.1 65% Plans (AutoCAD) & Calculations	4	12	8	12	40				116																	116		\$14,365.12
Task 5.0 Independent Check	1	2		12	36	8			59																	116		\$14,365.12
5.1 Independent Calculations and Plan Check				8	28				36																	59		\$6,449.12
5.2 Review Plans per check comments	1	2	2	4	8				23																	36		\$3,859.46
Task 6.0 100% PS&E	6	18	2	14					48																	33		\$2,788.66
6.1 Technical Specifications	2	12							14																	14		\$9,999.28
6.2 Quantity Calculations and Estimate	2	12		2					4																	28		\$3,009.09
6.3 Prepare and Submit 100% PS&E	4	4	2	12					30																	30		\$4,311.42
TOTAL HOURS	49	61	20	70	35	8	35	35	344		13	12	24				1	25	8	8	6	2	58			486		\$12,262.86
TOTAL COST	\$4,990.00	\$6,160.00	\$3,000.00	\$7,000.00	\$2,625.00	\$800.00	\$3,500.00	\$3,500.00	\$1,210.40		\$4,938.12	\$1,316.68	\$1,056.48				\$1,187.64	\$3,407.26	\$1,123.28	\$475.18	\$760.18	\$187.53					\$7,936.80	\$47,594.81

*See Cost Proposal Form 18-H

COST PROPOSAL (EXHIBIT 10-H)
ACTUAL COST-PLUS-FIXED FEE

**PROFESSIONAL ENGINEERING AND GEOTECHNICAL SERVICES FOR
STORM DAMAGE PROJECTS: COVE ROAD, SITE 3
SHASTA COUNTY**

CONSULTANT: DOKKEN ENGINEERING

CONSULTANT COST PROPOSAL
DATE: September 21, 2017

DIRECT LABOR

Classification/Title	Name	Hours	Range	Rate	Total
Principal	Richard Liptak, PE	0	\$75.00 - \$95.00	\$ 85.00	\$ -
Project Manager	Tim Osterkamp, PE	43	\$50.00 - \$90.00	\$ 71.00	\$ 3,053.00
Senior Engineer	Staff	0	\$50.00 - \$90.00	\$ 75.00	\$ -
Project Engineer	Rosa Griggs, PE	61	\$50.00 - \$90.00	\$ 59.00	\$ 3,599.00
Project Engineer	Brian Stephenson, PE	20	\$50.00 - \$90.00	\$ 62.00	\$ 1,240.00
Associate Engineer	Staff	70	\$38.00 - \$55.00	\$ 50.00	\$ 3,500.00
Assistant Engineer	Staff	96	\$28.00 - \$38.00	\$ 33.00	\$ 3,168.00
Professional Land Surveyor	Staff	0	\$50.00 - \$70.00	\$ 65.00	\$ -
Right-of-Way Manager	Staff	0	\$45.00 - \$65.00	\$ 54.00	\$ -
Senior Right-of-Way Agent	Staff	0	\$35.00 - \$55.00	\$ 42.00	\$ -
Right-of-Way Agent	Staff	0	\$30.00 - \$50.00	\$ 40.00	\$ -
Environmental Manager	Staff	0	\$65.00 - \$85.00	\$ 80.00	\$ -
Senior Environmental Planner	Staff	0	\$44.00 - \$65.00	\$ 55.00	\$ -
Associate Environmental Planner	Staff	0	\$38.00 - \$48.00	\$ 44.00	\$ -
Environmental Planner / Biologist	Staff	0	\$18.00 - \$38.00	\$ 30.00	\$ -
Environmental Planner / Archaeologist	Staff	0	\$18.00 - \$38.00	\$ 35.00	\$ -
Senior CADD	Staff	8	\$40.00 - \$60.00	\$ 55.00	\$ 440.00
CAD / Engineering Technician	Staff	56	\$20.00 - \$40.00	\$ 38.00	\$ 2,128.00
		354			

LABOR COSTS Subtotal Direct Labor Costs \$ 17,128.00

TOTAL DIRECT LABOR COSTS \$ 17,128.00

FRINGE BENEFITS

Fringe Benefit

Rate	Total
85.00%	\$ 14,558.80

TOTAL FRINGE BENEFITS \$ 14,558.80

INDIRECT COSTS

General and Administrative
Overhead

Rate	
74.00%	\$ 12,674.72
6.00%	\$ 1,027.68
80.00%	

TOTAL INDIRECT COSTS \$ 13,702.40

FIXED FEE (Profit)

Rate	
10.00%	

TOTAL PROFIT \$ 4,538.92

OTHER DIRECT COSTS (ACTUAL COSTS)

• None anticipated

Qty	Unit	Rate	Total
	EA	\$0.00	\$ -

TOTAL OTHER DIRECT COSTS \$ -

SUBCONSULTANTS

• UNICO*
• Geocon

Total
\$ 2,373.62
\$ 15,292.86

TOTAL SUBCONSULTANTS \$ 17,666.49

*DBE Percentage: 3.51%

TOTAL COST NOT-TO-EXCEED \$ 67,594.61

COST PROPOSAL (EXHIBIT 10-H)
 ACTUAL COST-PLUS-FIXED FEE
**PROFESSIONAL ENGINEERING AND GEOTECHNICAL SERVICES FOR
 STORM DAMAGE PROJECTS: COVE ROAD, SITE 3
 SHASTA COUNTY**

CONSULTANT: UNICO ENGINEERING

CONSULTANT COST PROPOSAL
 DATE: September 21, 2017

DIRECT LABOR

Classification/Title	Name	Hours	Range	Rate	Total
Classification	Rob Markes	12.0	\$45.00 - \$65.00	\$ 45.00	\$ 540.00
Project Engineer	CJ Smith	12.0	\$40.00 - \$60.00	\$ 36.00	\$ 432.00
		24.0			

LABOR COSTS Subtotal Direct Labor Costs \$ 972.00

TOTAL DIRECT LABOR COSTS \$ 972.00

INDIRECT COSTS

	Rate	
Combined Indirect Cost Rate (ICR) - Includes Fringe, Overhead, & G&A	122.00%	\$ 1,185.84

TOTAL INDIRECT COSTS \$ 1,185.84

FIXED FEE (Profit)

Rate	
10.00%	
TOTAL PROFIT	\$ 215.78

OTHER DIRECT COSTS (ACTUAL COSTS)

Qty	Unit	Rate	Total
0	EA	\$0.00	\$ -

TOTAL OTHER DIRECT COSTS \$ -

TOTAL COSTS \$ 2,373.62

COST PROPOSAL (EXHIBIT 10-H)
ACTUAL COST-PLUS-FIXED FEE

**PROFESSIONAL ENGINEERING AND GEOTECHNICAL SERVICES FOR
STORM DAMAGE PROJECTS: COVE ROAD, SITE 3
SHASTA COUNTY**

CONSULTANT: GEOCON

CONSULTANT COST PROPOSAL
DATE: September 21, 2017

DIRECT LABOR

<u>Classification/Title</u>	<u>Name</u>	<u>Hours</u>	<u>Range</u>	<u>Rate</u>	<u>Total</u>
Principal Engineer/Geologist	Zorne	1	\$50.00 - \$75.00	\$ 60.00	\$ 60.00
Senior Engineer/Geologist/Geophysicist	Loutzenhiser, Pfeiffer	25	\$40.00 - \$65.00	\$ 50.00	\$ 1,250.00
Sr. Project Engineer/Geologist	Staff	8	\$35.00 - \$55.00	\$ 45.00	\$ 360.00
Sr. Staff Engineer/Geologist	Staff	8	\$30.00 - \$40.00	\$ 35.00	\$ 280.00
Staff Engineer/Geologist	Staff	8	\$25.00 - \$40.00	\$ 30.00	\$ 240.00
Engineering/Research Assistant/Technical illk	Staff	6	\$25.00 - \$45.00	\$ 40.00	\$ 240.00
Word Processor/Technical Editor	Staff	2	\$15.00 - \$30.00	\$ 26.00	\$ 52.00
		58			

LABOR COSTS Subtotal Direct Labor Costs \$ 2,482.00

TOTAL DIRECT LABOR COSTS \$ 2,482.00

FRINGE BENEFITS

	<u>Rate</u>	<u>Total</u>
Fringe Benefit	36.21%	\$ 898.73

TOTAL FRINGE BENEFITS \$ 898.73

INDIRECT COSTS

	<u>Rate</u>	
Overhead and General & Administrative	147.94%	\$ 3,671.87

TOTAL INDIRECT COSTS \$ 3,671.87

FIXED FEE (Profit)

<u>Rate</u>
10.00%

TOTAL PROFIT \$ 705.26

OTHER DIRECT COSTS (ACTUAL COSTS)

	<u>Qty</u>	<u>Unit</u>	<u>Rate</u>	<u>Total</u>
• Per Diem	1	DAYS	@ \$150.00	\$ 150.00
• Vehicle Mileage	250	Miles	@ \$0.54	\$ 135.00
• Traffic Control	1	LS	@ \$250.00	\$ 250.00
• Drilling	1	Est	@ \$5,200.00	\$ 5,200.00
• Lab: Moisture-Density (ASTM D2937)	6	EA	@ \$40.00	\$ 240.00
• Lab: Plasticity Index (ASTM D4318)	2	EA	@ \$175.00	\$ 350.00
• Lab: Sieve Analysis (ASTM D422)	2	EA	@ \$100.00	\$ 200.00
• Lab: Corrosion Parameters (CTM 417, CTM 422, CTM 643)	1	EA	@ \$260.00	\$ 260.00
• Lab: CU Triax Staged (ASTM D4767)	2	EA	@ \$375.00	\$ 750.00

TOTAL OTHER DIRECT COSTS \$ 7,535.00

TOTAL COSTS \$ 15,292.86

TASK DESCRIPTION	DOKKEN ENGINEERING										UNICO ENGINEERING				GEOCON CONSULTANTS										GRAND TOTAL						
	Task Manager	Task Engineer	Project Engineer	Associate Engineer	Assistant Engineer	Senior CAD		CAD / Engineering Technician	TOTAL HOURS	OTHER DIRECT COSTS	TOTAL COST	Project Engineer	Project Engineer	TOTAL HOURS	OTHER DIRECT COSTS	TOTAL COST	Principal Engineer	Senior Engineer/Geologist	Sr. Project Engineer/Geologist	Sr. Staff Engineer/Geologist	Staff Engineer/Geologist	Engineering/Research Assistant/Technical Director	Field Processor/Technical Editor	TOTAL HOURS	OTHER DIRECT COSTS	TOTAL COST	GRAND TOTAL HOURS	OTHER DIRECT COSTS	GRAND TOTAL COST		
						Senior CAD	Senior CAD																								
Cover Road Site 3 Storm Damage Project	271.00	217.00	210.00	210.00	190.00	151.00	151.00	156	354		\$49,978.12	12	\$4.00	24		\$2,578.62	1	21	0	0	0	0	0	1	58	\$2,578.62	416	\$7,430.00	\$67,964.57		
Task 1.0 Project Management	16	4	6					16	26		\$5,083.76																26		\$5,083.76		
Task 2.0 Perform Geotechnical Studies	16	4	6					16	26		\$5,083.76																26		\$5,083.76		
Task 2.1 FEMA Approval and Exploratory Borings	2	3		8					13		\$2,095.89						1	25	8	8	8	6			2	58	\$2,595.00	71	\$7,589.00	\$17,888.75	
Task 2.2 Geotechnical Laboratory Testing and Report											\$171.99						2				1				3	\$5,300.00	4	\$5,300.00	\$5,778.32		
Task 3.0 Earth Retaining Structure Type Selection	14	22	4	24	20	8			92		\$1,933.90						1	23	8	8	7	6			2	55	\$2,335.00	67	\$2,335.00	\$11,430.43	
3.1 Site Visit and Review Provided Information	4	2	2						8		\$1,533.29																8		\$1,533.29		
3.2 Prepare Draft Type Selection Memo & Cost Est	4	8		12	20	8			52		\$7,150.24															52		\$7,150.24	\$1,569.34		
3.3 Coordinate with County & Env and Geotech	2	8		4					14		\$2,371.81																14		\$2,372.81		
3.4 Type Selection Meeting with County	2	2	2						6		\$1,135.36																6		\$1,135.36		
3.5 Final Type Selection Memo	2	2		8					12		\$1,923.90																12		\$1,923.90		
Task 4.0 65N Plans and Specifications	4	12	8	12	40			40	116		\$14,365.12															116			\$14,365.12	\$14,368.00	
4.1 65N Plans (AutoCAD) & Calculations	4	12	8	12	40			40	116		\$14,365.12															116			\$14,365.12	\$14,368.00	
Task 5.0 Independent Check	1	2		12	36			8	59		\$6,449.12															59			\$6,449.12	\$6,499.32	
5.1 Independent Calculations and Plan Check				8	24				36		\$2,859.46															36			\$2,859.46	\$2,899.46	
5.2 Review Plans per check comments	1	2		4	8			8	23		\$2,789.66															23			\$2,789.66	\$2,799.66	
Task 6.0 100N P&E	6	18	2	14				8	48		\$7,425.44	12	12	24		\$2,373.62										72			\$9,989.36	\$9,989.36	
6.1 Technical Specifications	2	12							14		\$2,477.75																14			\$2,477.75	\$2,477.75
6.2 Quantity Calculations and Estimate	2	2		2					4		\$625.47	12	12	24		\$2,373.62										28			\$3,029.09	\$3,029.09	
6.3 Prepare and Submit 100N P&E	4	4	2	12				8	30		\$4,512.42																30			\$4,512.42	\$4,512.42
TOTAL HOURS	43	61	20	70	96	9	94	354			\$49,978.12	12	12	24		\$2,578.62	1	25	8	8	8	6		2	58		416				
TOTAL COST	\$8,496.50	\$10,491.08	\$5,514.40	\$10,702.60	\$9,234.72	\$1,282.40	\$4,203.12			\$49,978.12		\$1,054.94	\$1,054.94			\$2,373.62	\$3,367.68	\$1,135.23	\$875.48	\$750.16				\$162.33		\$7,430.00	\$13,342.86	\$7,535.00	\$47,594.41		

COST PROPOSAL (EXHIBIT 10-H)

ACTUAL COST-PLUS-FIXED FEE

**PROFESSIONAL ENGINEERING AND GEOTECHNICAL SERVICES FOR
STORM DAMAGE PROJECTS: COVE ROAD, SITE 4
SHASTA COUNTY**

CONSULTANT: DOKKEN ENGINEERING

CONSULTANT COST PROPOSAL

DATE: September 21, 2017

DIRECT LABOR

<u>Classification/Title</u>	<u>Name</u>	<u>Hours</u>	<u>Range</u>	<u>Rate</u>	<u>Total</u>
Principal	Richard Liptak, PE	0	\$75.00 - \$95.00	\$ 85.00	\$ -
Project Manager	Tim Osterkamp, PE	98	\$50.00 - \$90.00	\$ 71.00	\$ 6,958.00
Senior	Staff	0	\$50.00 - \$90.00	\$ 75.00	\$ -
Project Engineer	Rosa Griggs, PE	117	\$50.00 - \$90.00	\$ 59.00	\$ 6,903.00
Project Engineer	Brian Stephenson, PE	24	\$50.00 - \$90.00	\$ 62.00	\$ 1,488.00
Associate Engineer	Staff	132	\$38.00 - \$55.00	\$ 50.00	\$ 6,600.00
Assistant Engineer	Staff	196	\$28.00 - \$38.00	\$ 33.00	\$ 6,468.00
Professional Land Surveyor	Staff	0	\$50.00 - \$70.00	\$ 65.00	\$ -
Right-of-Way Manager	Staff	0	\$45.00 - \$65.00	\$ 54.00	\$ -
Senior Right-of-Way Agent	Staff	0	\$35.00 - \$55.00	\$ 42.00	\$ -
Right-of-Way Agent	Staff	0	\$30.00 - \$50.00	\$ 40.00	\$ -
Environmental Manager	Staff	0	\$65.00 - \$85.00	\$ 80.00	\$ -
Senior Environmental Planner	Staff	0	\$44.00 - \$65.00	\$ 55.00	\$ -
Associate Environmental Planner	Staff	0	\$38.00 - \$48.00	\$ 44.00	\$ -
Environmental Planner / Biologist	Staff	0	\$18.00 - \$38.00	\$ 30.00	\$ -
Environmental Planner / Archaeologist	Staff	0	\$18.00 - \$38.00	\$ 35.00	\$ -
Senior CADD	Staff	8	\$40.00 - \$60.00	\$ 55.00	\$ 440.00
CAD / Engineering Technician	Staff	132	\$20.00 - \$40.00	\$ 38.00	\$ 5,016.00
		<u>707</u>			

LABOR COSTS

Subtotal Direct Labor Costs \$ 33,873.00

TOTAL DIRECT LABOR COSTS \$ 33,873.00

FRINGE BENEFITS

Fringe Benefit

<u>Rate</u>	<u>Total</u>
85.00%	\$ 28,792.05

TOTAL FRINGE BENEFITS \$ 28,792.05

INDIRECT COSTS

General and Administrative

Overhead

<u>Rate</u>	
74.00%	\$ 25,066.02
6.00%	\$ 2,032.38
80.00%	

TOTAL INDIRECT COSTS \$ 27,098.40

FIXED FEE (Profit)

<u>Rate</u>	
10.00%	

TOTAL PROFIT \$ 8,976.35

OTHER DIRECT COSTS (ACTUAL COSTS)

• None anticipated

<u>Qty</u>	<u>Unit</u>	<u>Rate</u>	<u>Total</u>
	EA	@ \$0.00	\$ -

TOTAL OTHER DIRECT COSTS \$ -

SUBCONSULTANTS

• UNICO*

• Geocon

<u>Total</u>
\$ 3,956.04
\$ 30,585.73

TOTAL SUBCONSULTANTS \$ 34,541.77

*DBE Percentage: 2.97%

TOTAL COST NOT-TO-EXCEED \$ 133,281.56

**COST PROPOSAL (EXHIBIT 10-H)
ACTUAL COST-PLUS-FIXED FEE**

**PROFESSIONAL ENGINEERING AND GEOTECHNICAL SERVICES FOR
STORM DAMAGE PROJECTS: COVE ROAD, SITE 4
SHASTA COUNTY**

CONSULTANT: UNICO ENGINEERING

CONSULTANT COST PROPOSAL
DATE: September 21, 2017

DIRECT LABOR

<u>Classification/Title</u>	<u>Name</u>	<u>Hours</u>	<u>Range</u>	<u>Rate</u>	<u>Total</u>
Classification	Rob Markes	20.0	\$45.00 - \$65.00	\$ 45.00	\$ 900.00
Project Engineer	CJ Smith	20.0	\$40.00 - \$60.00	\$ 36.00	\$ 720.00
		40.0			

LABOR COSTS Subtotal Direct Labor Costs \$ 1,620.00

TOTAL DIRECT LABOR COSTS \$ 1,620.00

INDIRECT COSTS

Combined Indirect Cost Rate (ICR) - Includes Fringe, Overhead, & G&A

<u>Rate</u>
122.00%

\$ 1,976.40

TOTAL INDIRECT COSTS \$ 1,976.40

FIXED FEE (Profit)

<u>Rate</u>
10.00%

TOTAL PROFIT \$ 359.64

OTHER DIRECT COSTS (ACTUAL COSTS)

• None anticipated

<u>Qty</u>	<u>Unit</u>	<u>Rate</u>	<u>Total</u>
0	EA	@ \$0.00	\$ -

TOTAL OTHER DIRECT COSTS \$ -

TOTAL COSTS \$ 3,956.04

COST PROPOSAL (EXHIBIT 10-H)
ACTUAL COST-PLUS-FIXED FEE

**PROFESSIONAL ENGINEERING AND GEOTECHNICAL SERVICES FOR
STORM DAMAGE PROJECTS: COVE ROAD, SITE 4
SHASTA COUNTY**

CONSULTANT:

GEOCON

CONSULTANT COST PROPOSAL
DATE: September 21, 2017

DIRECT LABOR

Classification/Title	Name	Hours	Range	Rate	Total
Principal Engineer/Geologist	Zorne	2	\$50.00 - \$75.00	\$ 60.00	\$ 120.00
Senior Engineer/Geologist/Geophysicist	Loutzenhiser, Pfeiffer	50	\$40.00 - \$65.00	\$ 50.00	\$ 2,500.00
Sr. Project Engineer/Geologist	Staff	16	\$35.00 - \$55.00	\$ 45.00	\$ 720.00
Sr. Staff Engineer/Geologist	Staff	16	\$30.00 - \$40.00	\$ 35.00	\$ 560.00
Staff Engineer/Geologist	Staff	16	\$25.00 - \$40.00	\$ 30.00	\$ 480.00
Engineering/Research Assistant/Technical Illi	Staff	12	\$25.00 - \$45.00	\$ 40.00	\$ 480.00
Word Processor/Technical Editor	Staff	4	\$15.00 - \$30.00	\$ 26.00	\$ 104.00
		116			

LABOR COSTS

Subtotal Direct Labor Costs \$ 4,964.00

TOTAL DIRECT LABOR COSTS \$ 4,964.00

FRINGE BENEFITS

Fringe Benefit

Rate	Total
36.21%	\$ 1,797.46

TOTAL FRINGE BENEFITS \$ 1,797.46

INDIRECT COSTS

Overhead and General & Administrative

Rate	
147.94%	\$ 7,343.74

TOTAL INDIRECT COSTS \$ 7,343.74

FIXED FEE (Profit)

Rate
10.00%

TOTAL PROFIT \$ 1,410.52

OTHER DIRECT COSTS (ACTUAL COSTS)

	Qty	Unit	Rate	Total
• Per Diem	2	DAYS @	\$150.00	\$ 300.00
• Vehicle Mileage	500	Miles @	\$0.54	\$ 270.00
• Traffic Control	2	LS @	\$250.00	\$ 500.00
• Drilling	2	Est @	\$5,200.00	\$ 10,400.00
• Lab: Moisture-Density (ASTM D2937)	12	EA @	\$40.00	\$ 480.00
• Lab: Plasticity Index (ASTM D4318)	4	EA @	\$175.00	\$ 700.00
• Lab: Sieve Analysis (ASTM D422)	4	EA @	\$100.00	\$ 400.00
• Lab: Corrosion Parameters (CTM 417, CTM 422, CTM 643)	2	EA @	\$260.00	\$ 520.00
• Lab: CU Triax Staged (ASTM D4767)	4	EA @	\$375.00	\$ 1,500.00

TOTAL OTHER DIRECT COSTS \$ 15,070.00

TOTAL COSTS \$ 30,585.73

TASK DESCRIPTION	DOKKEN ENGINEERING										UNICO ENGINEERING				GEOCON CONSULTANTS										GRAND TOTAL																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																				
	Team Oversight \$11.00	Mass Estimator \$17.00	Project Engineer \$10.00	Associate Engineer \$10.00	Assistant Engineer \$10.00	Senior CAD \$10.00	TOTAL HOURS		OTHER DIRECT COSTS	TOTAL COST	Project Engineer \$10.00	Project Engineer \$10.00	TOTAL HOURS		OTHER DIRECT COSTS	TOTAL COST	Zone \$60.00	Principal Engineer \$10.00	Manager, Loss/Inhibitor \$10.00	Senior Engineer/Geologist \$10.00	Staff Engineer/Geologist \$10.00	Engineer/Technical Advisor \$10.00	Field Technician/Technical Advisor \$10.00	TOTAL HOURS				OTHER DIRECT COSTS	TOTAL COST	GRAND TOTAL HOURS	GRAND TOTAL OTHER DIRECT COSTS	GRAND TOTAL COST																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																													
							117	24					332	156											8	132	707						20	20	40	2	50	16	16	12	4	116	\$13,070.00	\$16,880.73	863	\$13,070.00	\$13,281.56																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																														
Core Road Site & Storm Damage Project	95	117	24	332	156	8	132	707		\$13,281.56	20	20	40		\$13,281.56	2	50	16	16	12	4	116		\$13,281.56	\$13,281.56																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																				

*See Cost Proposal Form 10-H

COST PROPOSAL (EXHIBIT 10-H)

ACTUAL COST-PLUS-FIXED FEE

PROFESSIONAL ENGINEERING AND GEOTECHNICAL SERVICES FOR STORM DAMAGE PROJECTS: WEST SIDE ROAD SHASTA COUNTY

CONSULTANT:

DOKKEN ENGINEERING

CONSULTANT COST PROPOSAL

DATE: September 21, 2017

DIRECT LABOR

Classification/Title	Name	Hours	Range	Rate	Total
Principal	Richard Liptak, PE	0	\$75.00 - \$95.00	\$ 85.00	\$ -
Project Manager	Tim Osterkamp, PE	51	\$50.00 - \$90.00	\$ 71.00	\$ 3,621.00
Senior Engineer	Staff	0	\$50.00 - \$90.00	\$ 75.00	\$ -
Project Engineer	Rosa Griggs, PE	79	\$50.00 - \$90.00	\$ 59.00	\$ 4,661.00
Project Engineer	Brian Stephenson, PE	18	\$50.00 - \$90.00	\$ 62.00	\$ 1,116.00
Associate Engineer	Staff	70	\$38.00 - \$55.00	\$ 50.00	\$ 3,500.00
Assistant Engineer	Staff	128	\$28.00 - \$38.00	\$ 33.00	\$ 4,224.00
Professional Land Surveyor	Staff	0	\$50.00 - \$70.00	\$ 65.00	\$ -
Right-of-Way Manager	Staff	0	\$45.00 - \$65.00	\$ 54.00	\$ -
Senior Right-of-Way Agent	Staff	0	\$35.00 - \$55.00	\$ 42.00	\$ -
Right-of-Way Agent	Staff	0	\$30.00 - \$50.00	\$ 40.00	\$ -
Environmental Manager	Staff	0	\$65.00 - \$85.00	\$ 80.00	\$ -
Senior Environmental Planner	Staff	0	\$44.00 - \$65.00	\$ 55.00	\$ -
Associate Environmental Planner	Staff	0	\$38.00 - \$48.00	\$ 44.00	\$ -
Environmental Planner / Biologist	Staff	0	\$18.00 - \$38.00	\$ 30.00	\$ -
Environmental Planner / Archaeologist	Staff	0	\$18.00 - \$38.00	\$ 35.00	\$ -
Senior CADD	Staff	8	\$40.00 - \$60.00	\$ 55.00	\$ 440.00
CAD / Engineering Technician	Staff	96	\$20.00 - \$40.00	\$ 38.00	\$ 3,648.00
		450			

LABOR COSTS

Subtotal Direct Labor Costs \$ 21,210.00

TOTAL DIRECT LABOR COSTS \$ 21,210.00

FRINGE BENEFITS

Fringe Benefit

Rate	Total
85.00%	\$ 18,028.50

TOTAL FRINGE BENEFITS \$ 18,028.50

INDIRECT COSTS

General and Administrative
Overhead

Rate	Total
74.00%	\$ 15,695.40
6.00%	\$ 1,272.60
80.00%	

TOTAL INDIRECT COSTS \$ 16,968.00

FIXED FEE (Profit)

Rate
10.00%

TOTAL PROFIT \$ 5,620.65

OTHER DIRECT COSTS (ACTUAL COSTS)

• None anticipated

Qty	Unit	Rate	Total
	EA	\$0.00	\$ -

TOTAL OTHER DIRECT COSTS \$ -

SUBCONSULTANTS

• UNICO*
• Geocon

Total
\$ 3,164.83
\$ 14,842.86

TOTAL SUBCONSULTANTS \$ 18,007.70

*DBE Percentage: 3.96%

TOTAL COST NOT-TO-EXCEED \$ 79,834.85

COST PROPOSAL (EXHIBIT 10-H)
 ACTUAL COST-PLUS-FIXED FEE
**PROFESSIONAL ENGINEERING AND GEOTECHNICAL SERVICES FOR
 STORM DAMAGE PROJECTS: WEST SIDE ROAD
 SHASTA COUNTY**

CONSULTANT: UNICO ENGINEERING

CONSULTANT COST PROPOSAL
 DATE: September 21, 2017

DIRECT LABOR

Classification/Title	Name	Hours	Range	Rate	Total
Classification	Rob Markes	16.0	\$45.00 - \$65.00	\$ 45.00	\$ 720.00
Project Engineer	CJ Smith	16.0	\$40.00 - \$60.00	\$ 36.00	\$ 576.00
		32.0			

LABOR COSTS Subtotal Direct Labor Costs \$ 1,296.00

TOTAL DIRECT LABOR COSTS \$ 1,296.00

INDIRECT COSTS

Combined Indirect Cost Rate (ICR) - Includes Fringe, Overhead, & G&A

Rate	
122.00%	\$ 1,581.12

TOTAL INDIRECT COSTS \$ 1,581.12

FIXED FEE (Profit)

Rate
10.00%

TOTAL PROFIT \$ 287.71

OTHER DIRECT COSTS (ACTUAL COSTS)

• None anticipated

Qty	Unit	Rate	Total
0	EA	\$0.00	\$ -

TOTAL OTHER DIRECT COSTS \$ -

TOTAL COSTS \$ 3,164.83

COST PROPOSAL (EXHIBIT 10-H)

ACTUAL COST-PLUS-FIXED FEE

**PROFESSIONAL ENGINEERING AND GEOTECHNICAL SERVICES FOR
STORM DAMAGE PROJECTS: WEST SIDE ROAD
SHASTA COUNTY**

CONSULTANT:

GEOCON

CONSULTANT COST PROPOSAL
DATE: September 21, 2017

DIRECT LABOR

Classification/Title	Name	Hours	Range	Rate	Total
Principal Engineer/Geologist	Zorne	1	\$50.00 - \$75.00	\$ 60.00	\$ 60.00
Senior Engineer/Geologist/Geophysicist	Loutzenhiser, Pfeiffer	25	\$40.00 - \$65.00	\$ 50.00	\$ 1,250.00
Sr. Project Engineer/Geologist	Staff	8	\$35.00 - \$55.00	\$ 45.00	\$ 360.00
Sr. Staff Engineer/Geologist	Staff	8	\$30.00 - \$40.00	\$ 35.00	\$ 280.00
Staff Engineer/Geologist	Staff	8	\$25.00 - \$40.00	\$ 30.00	\$ 240.00
Engineering/Research Assistant/Technical Illt	Staff	6	\$25.00 - \$45.00	\$ 40.00	\$ 240.00
Word Processor/Technical Editor	Staff	2	\$15.00 - \$30.00	\$ 26.00	\$ 52.00
		58			

LABOR COSTS

Subtotal Direct Labor Costs \$ 2,482.00

TOTAL DIRECT LABOR COSTS \$ 2,482.00

FRINGE BENEFITS

Fringe Benefit

Rate	Total
36.21%	\$ 898.73

TOTAL FRINGE BENEFITS \$ 898.73

INDIRECT COSTS

Overhead and General & Administrative

Rate	Total
147.94%	\$ 3,671.87

TOTAL INDIRECT COSTS \$ 3,671.87

FIXED FEE (Profit)

Rate
10.00%

TOTAL PROFIT \$ 705.26

OTHER DIRECT COSTS (ACTUAL COSTS)

	Qty	Unit		Rate	Total
• Per Diem	1	DAYS	@	\$150.00	\$ 150.00
• Vehicle Mileage	250	Miles	@	\$0.54	\$ 135.00
• Traffic Control	0	LS	@	\$250.00	\$ -
• Drilling	1	Est	@	\$5,000.00	\$ 5,000.00
• Lab: Moisture-Density (ASTM D2937)	6	EA	@	\$40.00	\$ 240.00
• Lab: Plasticity Index (ASTM D4318)	2	EA	@	\$175.00	\$ 350.00
• Lab: Sieve Analysis (ASTM D422)	2	EA	@	\$100.00	\$ 200.00
• Lab: Corrosion Parameters (CTM 417, CTM 422, CTM 643)	1	EA	@	\$260.00	\$ 260.00
• Lab: CU Triax Staged (ASTM D4767)	2	EA	@	\$375.00	\$ 750.00

TOTAL OTHER DIRECT COSTS \$ 7,085.00

TOTAL COSTS \$ 14,842.86

TASK DESCRIPTION	DOKKEN ENGINEERING										UNICO ENGINEERING										GEOCON CONSULTANTS										GRAND TOTAL																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																													
	TIM OSTERKAMP Project Manager	ROSS STRICKLAND Project Engineer	WALTER STEPHANSON Project Engineer	ARACELIO ENRIQUETA Engineer	MULHOLLAND ENGINEER Engineer	KIMBERLY CADDO Senior CAD	CAD / Engineering Technician	TOTAL HOURS	OTHER DIRECT COSTS	TOTAL COST	PROJECT ENGINEER	PROJECT ENGINEER	TOTAL HOURS	OTHER DIRECT COSTS	TOTAL COST	Principal Engineer	Officer, Lowermiddle Senior Engineer/Geologist	Sr. Project Engineer/Geologist	Sr. Staff Engineer/Geologist	Staff Engineer/Geologist	Engineering/Research Assistant/Technical Instructor	Word Processor/Technical Editor	TOTAL HOURS	OTHER DIRECT COSTS	TOTAL COST	GRAND TOTAL HOURS	GRAND TOTAL OTHER DIRECT COSTS	GRAND TOTAL COST																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																
Wash State Road Storm Damage Project	\$71.00	\$10.00	\$44.00	\$44.00	\$44.00	\$44.00	\$44.00	8	8	8	8	8	8	8	\$43,827.15	\$43,827.15	16	16	32																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																									

*See Cost Proposal Form 10-H