

**PERSONAL SERVICES AGREEMENT
BETWEEN THE
COUNTY OF SHASTA
AND
YEH AND ASSOCIATES CONSULTANTS, INC.**



**TO PROVIDE GEOTECHNICAL SERVICES
FOR THE ASH CREEK ROAD AT SACRAMENTO RIVER OVERFLOW
BRIDGE REPLACEMENT PROJECT**

**FEDERAL AID PROJECT NO. BRLS-5906(111)
COUNTY PROJECT NO. 703921**

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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: Yeh and Associates Consultants, Inc.
Incorporated in the State of Colorado.

The Project Manager for the "CONSULTANT" will be Jon Blanchard.

The Contract Administrator for COUNTY will be Stuart Davis.

- B. The work to be performed under this contract is described in Article VI entitled Statement of Work/Responsibilities of Consultant.
- 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 to the extent allowed by Civil Code 2782.8. The words "professional services" shall be interpreted as defined in Civil Code section 2782.8. The provisions of this paragraph are intended to be interpreted as broadly as permitted by applicable law.

ARTICLE III EMPLOYMENT STATUS OF CONSULTANT

CONSULTANT shall, during the entire term of this contract, be construed to be an independent contractor, and nothing in this contract is intended nor shall be construed to create an employer-employee

relationship, a joint venture relationship, or to allow COUNTY to exercise discretion or control over the professional manner in which CONSULTANT performs the work or services that are the subject matter of this contract; provided, however, that the work or services to be provided by CONSULTANT shall be provided in a manner consistent with the professional standards applicable to such work or services. The sole interest of COUNTY is to insure that the work or services shall be rendered and performed in a competent, efficient, and satisfactory manner. CONSULTANT shall be fully responsible for payment of all taxes due to the State of California or the federal government that would be withheld from compensation if CONSULTANT were a COUNTY employee. COUNTY shall not be liable for deductions for any amount for any purpose from CONSULTANT's compensation. CONSULTANT shall not be eligible for coverage under COUNTY's workers' compensation insurance plan nor shall CONSULTANT be eligible for any other COUNTY benefit. CONSULTANT must issue W-2 and 941 Forms for income and employment tax purposes, for all of CONSULTANT's assigned personnel under the terms and conditions of this contract.

ARTICLE IV NONASSIGNMENT OF AGREEMENT; NON-WAIVER

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

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

- A. This contract supersedes all previous contracts relating to the subject of this contract and constitutes the entire understanding of the parties hereto. CONSULTANT shall be entitled to no other benefits other than those specified herein. CONSULTANT specifically acknowledges that in entering into and executing this contract, CONSULTANT relies solely upon the provisions contained in this contract and no others.
- B. No changes, amendments, or alterations to this contract shall be effective unless in writing and signed by both parties. However, minor amendments, 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. Pursuant to the terms and conditions of this contract, CONSULTANT shall provide geotechnical services, including subsurface investigations, as described in the attached Scope of Work (Exhibit A).
- B. CONSULTANT shall submit deliverable items according to the following schedule:

Task	Start Date	Date Complete
Initiation-Coordination	Friday, April 13, 2018	Friday, April 27, 2018
Field work	Monday, April 30, 2018	Friday, May 04, 2018
Memo- PFR	Monday, May 07, 2018	Friday, May 18, 2018

Lab, Evaluation, Report	Monday, May 21, 2018	Friday, June 29, 2018
Final report and LOTB		Monday, April 01, 2019

- C. CONSULTANT shall perform all services provided for in this contract in accordance with the Foundation Reports for Bridges, by State of California Department of Transportation ("Caltrans") dated December 2017 ("FRB"). For purposes of this contract, all references in the FRB to Caltrans shall be changed to COUNTY.
- D. 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 March 12, 2020 unless extended by contract amendment.
- B. CONSULTANT is advised that any recommendation for contract award is not binding on COUNTY until the contract is fully executed and approved by COUNTY.

ARTICLE X ALLOWABLE COSTS AND PAYMENTS

- A. The method of payment for this contract will be based on lump sum. The total lump sum price paid to CONSULTANT will include compensation for all work and deliverables, including travel and

equipment described in Article VI Statement of Work/Responsibilities of Consultant of this contract. No additional compensation will be paid to CONSULTANT, unless there is a change in the scope of the work or the scope of the project. In the instance of a change in the scope of work or scope of the project, adjustment to the total lump sum compensation will be negotiated between CONSULTANT and COUNTY. Adjustment in the total lump sum compensation will not be effective until authorized by contract amendment and approved by COUNTY.

- B. Progress payments may be made monthly in arrears based on the percentage of work completed by CONSULTANT. 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.
- C. CONSULTANT shall not commence performance of work or services until this contract has been approved by COUNTY and notification to proceed has been issued by COUNTY's Contract Administrator. No payment will be made prior to approval of any work, or for any work performed prior to approval of this contract.
- D. 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, on each project as applicable. Invoices shall follow the format stipulated for the Cost Proposal and shall reference this contract number and project title. Final invoice must contain the final cost and all credits due COUNTY that include 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 address noted in Article XLIV Notification.
- E. The total amount payable by COUNTY shall not exceed \$61,486.
- F. 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 \$61,486.

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.

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.

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 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 XXI 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 XXII 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 XXIII 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 XXIV DISADVANTAGED BUSINESS ENTERPRISES (DBE) PARTICIPATION

- A. This contract is subject to 49 CFR, Part 26 entitled "Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs". Consultants who obtain

DBE participation on this contract will assist Caltrans in meeting its federally mandated statewide overall DBE goal.

- B. The goal for DBE participation for this contract is 3%. Participation by DBE consultant or subconsultants shall be in accordance with information contained in the Consultant Proposal DBE Commitment (Exhibit 10-01), or in the Consultant Contract DBE Information (Exhibit 10-02) attached hereto and incorporated as part of the Contract. If a DBE subconsultant is unable to perform, CONSULTANT must make a good faith effort to replace him/her with another DBE subconsultant, if the goal is not otherwise met.
- C. DBEs and other small businesses, as defined in 49 CFR, Part 26 are encouraged to participate in the performance of contracts financed in whole or in part with federal funds. CONSULTANT or subconsultant shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. CONSULTANT shall carry out applicable requirements of 49 CFR, Part 26 in the award and administration of US DOT-assisted agreements. Failure by CONSULTANT to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as COUNTY deems appropriate.
- D. Any subcontract entered into as a result of this contract shall contain all of the provisions of this section.
- E. A DBE firm may be terminated only with prior written approval from COUNTY and only for the reasons specified in 49 CFR 26.53(f). Prior to requesting COUNTY consent for the termination, CONSULTANT must meet the procedural requirements specified in 49 CFR 26.53(f).
- F. A DBE performs a Commercially Useful Function (CUF) when it is responsible for execution of the work of the contract and is carrying out its responsibilities by actually performing, managing, and supervising the work involved. To perform a CUF, the DBE must also be responsible with respect to materials and supplies used on the contract, for negotiating price, determining quality and quantity, ordering the material, and installing (where applicable) and paying for the material itself. To determine whether a DBE is performing a CUF, evaluate the amount of work subcontracted, industry practices, whether the amount the firm is to be paid under the contract is commensurate with the work it is actually performing, and other relevant factors.
- G. A DBE does not perform a CUF if its role is limited to that of an extra participant in a transaction, contract, or project through which funds are passed in order to obtain the appearance of DBE participation. In determining whether a DBE is such an extra participant, examine similar transactions, particularly those in which DBEs do not participate.
- H. If a DBE does not perform or exercise responsibility for at least thirty percent (30%) of the total cost of its contract with its own work force, or the DBE subcontracts a greater portion of the work of the contract than would be expected on the basis of normal industry practice for the type of work involved, it will be presumed that it is not performing a CUF.
- I. CONSULTANT shall maintain records of materials purchased or supplied from all subcontracts entered into with certified DBEs. The records shall show the name and business address of each DBE or vendor and the total dollar amount actually paid each DBE or vendor, regardless of tier. The records shall show the date of payment and the total dollar figure paid to all firms. DBE prime consultants shall also show the date of work performed by their own forces along with the corresponding dollar value of the work.
- J. Upon completion of the Contract, a summary of these records shall be prepared and submitted on the form entitled, "Final Report-Utilization of Disadvantaged Business Enterprise (DBE), First-Tier Subconsultants" CEM-2402F [Exhibit 17-F, of the LAPM], certified correct by CONSULTANT or CONSULTANT's authorized representative and shall be furnished to the COUNTY's Contract

Administrator with the final invoice. Failure to provide the summary of DBE payments with the final invoice will result in twenty-five percent (25%) of the dollar value of the invoice being withheld from payment until the form is submitted. The amount will be returned to CONSULTANT when a satisfactory "Final Report-Utilization of Disadvantaged Business Enterprises (DBE), First-Tier Subconsultants" is submitted to the COUNTY's Contract Administrator.

- K. If a DBE subconsultant is decertified during the life of the contract, the decertified subconsultant shall notify CONSULTANT in writing with the date of decertification. If a subconsultant becomes a certified DBE during the life of the Contract, the subconsultant shall notify CONSULTANT in writing with the date of certification. Any changes should be reported to COUNTY's Contract Administrator within 30 days.

ARTICLE XXV 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 XXVI DISPUTES

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

ARTICLE XXVII 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 XXVIII SAFETY

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

- C. Any subcontract entered into as a result of this contract, shall contain all of the provisions of this Article.

ARTICLE XXIX 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(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 XXX 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 XXXI 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 XXXII CONFIDENTIALITY OF DATA

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

ARTICLE XXXIII 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 XXXIV 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 XXXV 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 XXXVI 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 XXXVII 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 XXXVIII 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 XXXIX 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 XL 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 XLI 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 XLII 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 XLIII USE OF COUNTY PROPERTY

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

ARTICLE XLIV NOTIFICATION

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

CONSULTANT:

Yeh and Associates Consultants, Inc.
Jon Blanchard
391 Front Street, Suite D
Grover Beach, CA 93433
Phone: 805-481-9590

COUNTY:

Shasta County Department of Public Works
Stuart Davis, Contract Administrator
1855 Placer Street
Redding, CA 96001
Ph: (530) 225-5661 Fax: (530) 225-5667
E-mail: sdavis@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 XLV CONTRACT

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

SIGNATURE PAGE FOLLOWS

ARTICLE XLVI SIGNATURES

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

COUNTY OF SHASTA

Date: _____

LES BAUGH, CHAIRMAN
Board of Supervisors
County of Shasta
State of California

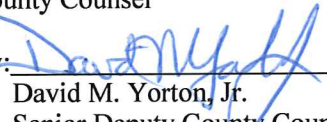
ATTEST:

LAWRENCE G. LEES
Clerk of the Board of Supervisors

By: _____
Deputy

Approved as to form:

RUBIN E. CRUSE, JR
County Counsel

By:  3/2/18
David M. Yorton, Jr.
Senior Deputy County Counsel

RISK MANAGEMENT APPROVAL

By:  03/05/18
James Johnson
Risk Management Analyst III

CONSULTANT

Yeh and Associates Consultants, Inc.

By:  _____

Print Name: Shan-Tai Yeh

Title: President

Date: 2/26/18

Tax I.D. #: 84-1498347

By:  _____

Print Name: Lih-Ling Yeh

Title: Secretary

Date: 2/26/18

Exhibit A

Scope of Work

1. SCOPE OF WORK

1.1 PROJECT UNDERSTANDING AND GEOTECHNICAL CONSIDERATIONS

The Ash Creek Road Bridge crosses the Sacramento River overflow approximately 13 miles east of Interstate 5 and 1 mile east of Balls Ferry Road, near Anderson, California as discussed in the RFP. The existing crossing is a five-span, 151-foot-long by 24.6-foot-wide, reinforced concrete T-girder bridge. The General Plan in the RFP shows that the bridge will be replaced with a new four span, 152-foot-long, 34.83-foot-wide, reinforced concrete slab bridge. The proposed bridge will be on the same alignment, both horizontal and vertical as the existing bridge.

The existing reinforced concrete bridge spans the Sacramento River Overflow. The overflow area is planted in mature walnut trees and appears to be stable and not experiencing frequent flows. The southern wing wall of the easterly abutment is tilting slightly in the direction of the channel, indicating some instability in the abutment fill. The four 2-column bents have been seismically retrofitted, with in-fill walls cast between the columns. There are no As-Built Plans for the existing bridge.

1.2 INNOVATIONS AND APPROACH

- 1) The subsurface conditions are likely to consist of alluvial soils consisting of sands, silts, clays, gravels and cobbles. The field exploration program will consist of drilling a single boring behind each of the existing abutments and at the three proposed pier locations within the overflow channel. Field exploration will be performed using a drill rig equipped for hollow stem auger and HQ series rock coring tooling if needed. Characterization of the gravelly soils is important to providing efficient and reasonable data needed for the foundation design that takes advantage of those materials that can result in a stronger foundation, and to characterize the size and hardness of cobbles and boulder for construction.
- 2) The General Plan in the RFP shows the new bridge being supported on spread footings. Good characterization of the gravelly soils will be needed to provide a reasonable estimate of whether spread footings can provide suitable support for the bridge. Settlements will be evaluated using the elastic-strain method with semi-empirical modifications to account for gravelly or cemented material. These methods are appropriate and consistent with the AASHTO LRFD Bridge Design Specifications. Published information shows that elastic strain methods provide more realistic estimates of settlement than consolidation theory or conservative estimates that model gravel as sand, as commonly done. This approach will allow us to recommend whether spread footings will reliably provide suitable foundation support for the bridge.
- 3) Constructing a bridge on an existing alignment can present challenges associated with phasing the bridge construction and having adequate room to store materials and operate large equipment, such as cranes and offloading trucks. Environmental considerations, constructability, project schedule and budget are all important elements in the evaluation of foundation alternatives by the design team. It is important that right of way, environmental studies, and site constraints consider design and construction methods so that there is adequate room for equipment, material storage and staging of the construction. We will cooperate and work closely with the County and design team to help move the project forward, to consider alternatives associated with environmental constraints and site access when needed, and be available to respond to questions or clarifications during construction.

1.3 DETAILED TASKS

Yeh will perform field exploration, laboratory testing, and geotechnical analyses as a basis for preparation of a Preliminary Foundation Report, Bridge Foundation Report and the Log of Test Borings sheet for the design of this project. The reports will be prepared in accordance with the Caltrans 2017 Foundation Reports for Bridges tailored to County requirements and needs. The scope of work to prepare these deliverables is as follows:

- 1) **Project Initiation and Pre-field Activities.** Consult with the County to initiate the project, collect background information that may be pertinent to the geotechnical evaluation, coordinate site access, schedule field exploration activities, and review the scope for geotechnical services. This proposal assumes that site access and any permits required for the work will be provided to us. Yeh will provide a letter and Field Exploration Plan describing the proposed field exploration and access requirements to assist the County with obtaining access or permits.

A Health and Safety Plan will be prepared for the field investigation program. Yeh will visit the site, mark the boring locations and contact Underground Service Alert (USA) to perform utility clearances prior to the commencement of the field investigation. The field work will be scheduled with the drilling and traffic control subcontractors and County.

- 2) **Subsurface Investigation.** Perform a 4-day field exploration program to drill a total of 5 borings and provide subsurface information for foundation design. One boring will be drilled at each proposed pier and abutment location to depths of up to 80 feet at pier locations and 100 feet at abutment locations. The plan for the field exploration is shown on Plate 1.

The holes will be drilled using a rig equipped with 8-inch hollow stem auger and HQ series rock coring tooling if needed. The borings will be sampled at selected intervals using standard penetration test and California type drive samplers and/or thin-walled tube samples, depending on the soil conditions encountered. Rock coring will be provided if hard bedrock conditions that preclude adequate drive sampling are encountered. The holes will be backfilled with bentonite-cement grout upon completion of the drilling. Cuttings from the drilling will be collected and appropriately disposed of offsite.

The traffic control will be in accordance with Caltrans "Traffic Control System for Lane Closure on Two Lane Conventional Highways", 2015 Standard Plan T13 (15 is for a moving closure) for the two borings in the roadway.

- 3) **Laboratory Testing.** Review results of field exploration program, boring logs, soil samples and photos and assign laboratory tests to characterize the subsurface conditions for foundation design, roadway approaches and pavements. Testing will be performed at our laboratory in Grover Beach and through agreements with Cal Poly at San Luis Obispo and Cooper Laboratory in Palo Alto, CA. The table below lists the possible soil tests and quantities that will be performed. The actual assignments and numbers of tests will be selected based on results of the field exploration program.

Classification		Strength		Corrosion/Subgrade	
Test	Qty	Test	Qty	Test	Qty
Moisture-Unit Weight	20	CU Triaxial (3-stage)	4	Corrosion	5
#200 Wash	6	UU Triaxial (1 pt)	2	R-value	1
Mechanical Sieve	6	Remolded sample	1		
Atterberg Limits	3				

- 4) **Memo-Preliminary Foundation Recommendations:** After completion of the field work, perform limited foundation analyses and prepare a memorandum with Preliminary Foundation Recommendations. The report will provide input to the Structure Type Selection process and assist the County in selecting a suitable foundation type for the bridge. The report will be prepared in accordance with Caltrans guidelines (0-phase type that considers subsurface information collected for the site) and submitted via email in portable document format (pdf). A brief summary of the work performed, project, subsurface conditions encountered, preferred foundation type(s) for the conditions encountered, special geotechnical considerations (such as dewatering, soft ground, or liquefaction). The report will specifically discuss the anticipated bearing material and whether spread footings or deep foundations should be used to support the new bridge; considering subsurface conditions and potential for scour and settlement.
- 5) **Geotechnical Evaluation and Draft Foundation Report.** Once foundation types have been selected, Yeh will prepare a draft Foundation Report for the County's bridge design in accordance with current Caltrans Foundation Report guidelines. Foundation analyses will be performed using the latest approved AASHTO LRFD Bridge Design Specifications with Caltrans amendments. The draft report will be submitted in pdf for review by the County, and hard copies of the report can be provided if requested by the County. Graphics will be provided to show the site location, the locations of the field explorations relative to the proposed improvements, an interpreted subsurface profile, and our opinions and recommendations regarding:
- Site geology;
 - Subsurface soil and groundwater conditions;
 - Seismic data from ARS Online, causative faults, design magnitude and ground acceleration;
 - Potential for geologic hazards to impact the site (such as seismicity, faulting, or liquefaction), need to consider down-drag forces, seismic settlement, or friction reducers for pile design;
 - Foundation support from spread footings, driven concrete piles, driven steel piles, cast-in-drilled hole piles, or cast-in-steel shell piles;
 - Shallow foundation design, plotted bearing resistance versus footing width, bearing elevations.
 - Deep foundation design, pile data table, minimum pile embedment and diameter, pile spacing and group effects, specified pile tip elevation for load demands provided;
 - Recommended Caltrans standard details and reference for CIDH piles, if needed;
 - Lateral load resistance of piles using a p-y analysis considering pile groups and load demands provided by County (results will be plotted as a push-over plot of lateral deflection);
 - Whether a pile load test program would be considered beneficial to the project, and if required the recommended number of test piles and details for test piles and loading;
 - Corrosion test results for use with Caltrans design methods to provide cement type, minimum cement contents, and cover, need for protective coating of reinforcement bar, etc.;
 - Give recommendations for pavement structure sections for subgrade R-value and traffic index;
 - Approach fill requirements such as site preparation and grading, allowable slope inclinations and compaction and any special considerations for settlement periods or slope instability;
 - Need for seismic approach slab;
 - Corrosion considerations for reinforced concrete substructures, culverts, and steel based on test data and Caltrans design methods;
 - Construction considerations: suitability of onsite soil for reuse as fill, temporary slopes or shoring, dewatering and/or stream diversions, anticipated pile driving and/or CIDH drilling conditions;

- And, suggested material specifications.
- 6) **Log of Test Borings Sheet:** Prepare a Log of Test Borings sheet for inclusion in the project plan set for the bridge. The plan will show the bridge layout, the boring location for the bridge, and a profile with the boring logs in accordance with Caltrans Formats. The plan can be prepared on the County border if requested.
 - 7) **Final Reporting.** Prepare and issue the final Foundation Report and Log of Test Borings sheet and address comments received and incorporate them into the report. It is not anticipated that the final report would incorporate evaluating additional alternatives or foundation types as part of the final submittal.

EXHIBIT B

Consultant Contract DBE Information (Exhibit 10-O2)

EXHIBIT 10-02 CONSULTANT CONTRACT DBE COMMITMENT

* Full Name: "Geotechnical Services for the Structure Foundation Investigation and Report
for the Ash Creek Road at Sacramento River Overflow Bridge Replacement Project"

1. Local Agency: Shasta County 2. Contract DBE Goal: 3%
 3. Project Description: Geotechnical Services for the Ash Creek Rd at Sacramento River Overflow Bridge Replacement
 4. Project Location: Ash Creek Road Bridge at Sacramento River Overflow near Anderson, CA
 5. Consultant's Name: Yeh and Associates, Inc. 6. Prime Certified DBE: ☐ 7. Total Contract Award Amount: \$61,486
 8. Total Dollar Amount for ALL Subconsultants: \$29,449 9. Total Number of ALL Subconsultants: 3

10. Description of Work, Service, or Materials Supplied	11. DBE Certification Number	12. DBE Contact Information	13. DBE Dollar Amount
Traffic control with lane closure, flagging, signs and dilineators	42421	Capital Traffic Services, 1661 E. Miner Ave, Stockton, CA 95205, Jorge Torres	\$3848
Local Agency to Complete this Section			
20. Local Agency Contract Number: _____			\$ 3,848
21. Federal-Aid Project Number: <u>4</u>			
22. Contract Execution Date: _____			6 %
Local Agency certifies that all DBE certifications are valid and information on this form is complete and accurate.			
23. Local Agency Representative's Signature _____			
24. Date _____			
25. Local Agency Representative's Name _____			
26. Phone _____			
27. Local Agency Representative's Title _____			
14. TOTAL CLAIMED DBE PARTICIPATION			
IMPORTANT: Identify all DBE firms being claimed for credit, regardless of tier. Written confirmation of each listed DBE is required.			
15. Preparer's Signature <u>Jonathan Blanchard</u>			2/6/18
16. Date			
17. Preparer's Name <u>Jonathan Blanchard</u>			805-481-9590
18. Phone			
19. Preparer's Title <u>Vice President</u>			

DISTRIBUTION: 1. Original – Local Agency
 2. Copy – Caltrans District Local Assistance Engineer (DLAE). Failure to submit to DLAE within 30 days of contract execution may result in de-obligation of federal funds on contract.

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