

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



**TO PROVIDE GEOTECHNICAL SERVICES
FOR THE BIG BEND ROAD SLIDE REPAIR PROJECT**

**DAF NO. PMP-SHACO-002-0
COUNTY PROJECT NO. 706748**

TABLE OF CONTENTS

ARTICLE I INTRODUCTION.....	1
ARTICLE II INDEMNIFICATION.....	1
ARTICLE III EMPLOYMENT STATUS OF CONSULTANT	2
ARTICLE IV NONASSIGNMENT OF AGREEMENT; NON-WAIVER	2
ARTICLE V ENTIRE AGREEMENT; AMENDMENTS; HEADINGS; EXHIBITS/ APPENDICES.....	2
ARTICLE VI STATEMENT OF WORK/RESPONSIBILITIES OF CONSULTANT	2
ARTICLE VII RESPONSIBILITIES OF COUNTY	6
ARTICLE VIII CONSULTANT'S REPORTS OR MEETINGS	6
ARTICLE IX PERFORMANCE PERIOD.....	6
ARTICLE X ALLOWABLE COSTS AND PAYMENTS	6
ARTICLE XI TERMINATION	8
ARTICLE XII COST PRINCIPLES AND ADMINISTRATIVE REQUIREMENTS	8
ARTICLE XIII RETENTION OF RECORDS/AUDIT	8
ARTICLE XIV AUDIT REVIEW PROCEDURES	8
ARTICLE XV SUBCONTRACTING	9
ARTICLE XVI EQUIPMENT PURCHASE	9
ARTICLE XVII STATE PREVAILING WAGE RATES	10
ARTICLE XVIII CONFLICT OF INTEREST	10
ARTICLE XIX REBATES, KICKBACKS OR OTHER UNLAWFUL CONSIDERATION	10
ARTICLE XX STATEMENT OF COMPLIANCE	10
ARTICLE XXI DEBARMENT AND SUSPENSION CERTIFICATION	11
ARTICLE XXII FUNDING REQUIREMENTS	11
ARTICLE XXIII CHANGE IN TERMS.....	12
ARTICLE XXIV DISADVANTAGED BUSINESS ENTERPRISES (DBE) PARTICIPATION....	12
ARTICLE XXV CONTINGENT FEE.....	13
ARTICLE XXVI DISPUTES.....	13
ARTICLE XXVII INSPECTION OF WORK	14
ARTICLE XXVIII SAFETY	14
ARTICLE XXIX INSURANCE	14
ARTICLE XXX OWNERSHIP OF DATA	16
ARTICLE XXXI CLAIMS FILED BY COUNTY'S CONSTRUCTION CONTRACTOR.....	16
ARTICLE XXXII CONFIDENTIALITY OF DATA.....	17
ARTICLE XXXIII NATIONAL LABOR RELATIONS BOARD CERTIFICATION	17
ARTICLE XXXIV EVALUATION OF CONSULTANT	17
ARTICLE XXXV RETENTION OF FUNDS.....	17
ARTICLE XXXVI COMPLIANCE WITH CHILD, FAMILY, AND SPOUSAL SUPPORT REPORTING OBLIGATIONS.....	18
ARTICLE XXXVII PROPERTY TAXES	18
ARTICLE XXXVIII LICENSES AND PERMITS.....	18
ARTICLE XXXIX AGREEMENT PREPARATION	18

ARTICLE XL COMPLIANCE WITH POLITICAL REFORM ACT	18
ARTICLE XLI SEVERABILITY	18
ARTICLE XLII COUNTY’S RIGHT OF SETOFF.....	18
ARTICLE XLIII USE OF COUNTY PROPERTY	19
ARTICLE XLIV NOTIFICATION	19
ARTICLE XLV CONTRACT	19
ARTICLE XLVI SIGNATURES	20

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 William Miller.

- 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 Cost Proposal dated February 15, 2018. The approved CONSULTANT's Cost Proposal is attached hereto (Attachment I) 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 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 changes in the scope of work and modifications of the total compensation that do not exceed 10% in the aggregate of the total Consultant compensation 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. **Site Visit/Reconnaissance and Site Survey.** Initiate the project by meeting at the site with the COUNTY to discuss site history, work zone/right of way constraints and the approach to providing geotechnical services and field exploration. Confirm the adequacy of the COUNTY site survey and/or make additional survey requests. Request that the COUNTY provide any background available for the existing roadway or maintenance of the site. Review protocols and requirements for coordinating

site access, provide a schedule for field exploration activities, and review the scope for geotechnical services. This proposal assumes that site access, any permits required for the work and the tribal monitor will be provided to us.

During this visit CONSULTANT will reconnoiter the site, map the limits of the landslide and prepare sections through the slide. CONSULTANT will obtain well permits for monitoring wells from COUNTY. CONSULTANT 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.

- B. Exploratory Borings (soil or rock).** Prepare an exploratory boring location exhibit for COUNTY approval. Coordinate and schedule access with the COUNTY, subcontractors and tribal monitors. Prepare a site-specific Health and Safety Plan for the field investigation program. Mark the boring locations (during the Task 1 meeting) and contact Underground Service Alert (USA) to perform utility clearances prior to the commencement of the subsurface investigation.

Perform a 4-day field exploration program to drill a total of 5 borings and provide subsurface information for landslide analysis, mitigation options, and foundation design. Two of the borings will be drilled above and below the head scarp to a depth of up to 80 feet. One will be drilled below the road and cased with 2.75-inch O.D. inclinometer casing. The boring will provide information regarding the depth and magnitude of the slide movement. The remaining borings will be drilled to approximately 40 feet. Two borings, one at the road and one near the toe of the slide, will be converted to 2-inch PVC monitoring wells following drilling and equipped with a data logger to collect groundwater information following drilling. Two borings will be drilled along the northbound shoulder near the edges of the landslide to a depth of about 40 feet and will be backfilled with grout. The Field Exploration Plan is presented on Plate 1.

The borings will be drilled using a track-mounted rig equipped with 8-inch hollow stem auger and HQ series rock coring tooling. CONSULTANT will retain a subcontractor to use a backhoe to smooth and clear the route to the boring locations. The borings will be sampled at selected intervals using the Standard Penetration Test (SPT) 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. Cuttings from the drilling will be spread out and left on site.

Two borings will be drilled outside of the existing roadway and 2 borings will be located within the body of the landslide. Up to two days of traffic control will be needed for work along the shoulder of the road. The traffic control will be in accordance with Caltrans "Traffic Control System for Lane Closure on Two Lane Conventional Highways", 2010 Standard Plan T13, modified in the field to work with the existing lane closure. Traffic Control will be provided through our agreement with Statewide Traffic Safety and Signs, of Redding, CA.

- C. Laboratory Testing.** Review results of the field exploration program, logs of the drill holes, soil and rock samples, photos and assign laboratory tests to characterize the subsurface conditions. The table below lists the possible soil tests and test quantities that will be performed. The actual assignments and numbers of tests will be selected based on the results of the field exploration program.

Classification		Strength		Corrosion/Subgrade	
Test	Qty	Test	Qty	Test	Qty
Moisture-Unit Weight	20	CU Triaxial (3-stage)	3	Corrosion Suite (pH, R, SO ₄ , CL ⁻)	5
#200 Wash	6	Residual Direct Shear (per point)	6	R-value	1
Standard Mechanical Sieve	4	Point Load Index	--	Remolded sample	1
Atterberg Limits	4	Uniaxial Compressive Strength (Rock)	4	Mod. Proctor/Cal 216	1

- D. **Instrumentation Monitoring.** Upon completion of the installation of the slope inclinometer and piezometer casings, CONSULTANT will establish baseline readings for the inclinometers and piezometers. After the initial readings, subsequent readings will be taken once per month on a monthly interval for 3 months. These readings will provide information regarding rate, direction and magnitude of any subsurface movement and groundwater levels. Data from the monitoring will be submitted with the draft and/or final reports.
- E. **Preliminary Geotechnical Analyses and Report.** After completion of the field work, perform limited geotechnical analyses as a basis for evaluating alternatives to restore Big Bend Road to two lanes, and prepare a letter as the Preliminary Foundation Report for the project. The letter can be used as input to help the COUNTY select a suitable concept to restore the roadway relative to geotechnical conditions, site constraints and comparison of the economics associated with each alternative.

The report will be prepared in general accordance with Caltrans guidelines and submitted via email in portable document format (pdf). Additional hard copies of the report can be submitted to the COUNTY if requested. This letter will provide a summary of the work performed, the project understanding, the subsurface conditions encountered, an interpreted subsurface profile through the landslide, the preferred concepts for the conditions encountered and a preliminary ball park cost estimate that can be used to compare the relative cost of each concept. Cost information will be estimated using unit rates for various items using COUNTY and Caltrans bid results, discussions with specialty contractors and our experience with previous projects. The report will provide and preliminary opinions and recommendations regarding the following:

- Site geology,
- Subsurface soil, bedrock and groundwater conditions;
- Predominant cause(s) of the observed slope instability and landslide;
- The existing landslide conditions condition and potential for further movement;
- Stabilization alternatives for the roadway, such as:*
 - Earthwork consisting of a shear key or stabilization trench, subsurface drainage and/or geosynthetic reinforcement;
 - Anchored or unanchored cantilever walls along the shoulder, possibly with slope recontouring and drainage through the downslope slide mass;
 - Micropile A-frame type reinforcements with grade beams placed at about third points through the slide mass and regrading of the northbound shoulder to restore the roadway;
 - or
 - Sidehill viaduct and cutoff wall to support the northbound lane.

- Geotechnical considerations relating to the concepts such as traffic staging, site constraints, adjacent property; and costs.

*The concepts discussed above are based on our experience and compatibility with previous projects. It may be that an alternate, modified, or combination of the concepts lists are found to be most-suited for the project.

F. **Geotechnical Evaluation and Draft Geotechnical Report.** Once a stabilization concept has been selected for design, CONSULTANT will prepare a draft Geotechnical Report for the design in accordance with current Caltrans guidelines. Geotechnical analyses will be performed using the latest approved AASHTO LRFD Bridge Design Specifications with Caltrans amendments applied. 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;
- Predominant cause(s) of the observed slope instability and landslide;
- The existing landslide conditions condition and potential for further movement;
- Seismic data estimated using ARS Online, closest and causative faults, design magnitude and peak ground acceleration for geotechnical analyses;
- Slope stability and estimated factors of safety for the design;
- Corrosion test data and considered in accordance with Caltrans design methods and guidelines for corrosion (cement type, minimum cement contents, and cover, need for protective coating of reinforcement bar, etc.)
- Geotechnical Recommendations for the selected concept involving earthwork, surface and subsurface drainage, piles or ground anchors, geosynthetics, micropiles, walls or viaducts/deep foundations;
- Notes to Designer and need for special geotechnical considerations; and
- Construction Considerations

G. **Log of Test Borings Sheet (Optional, if needed):** 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.

H. **Final Reporting.** Prepare and issue a final Foundation Report and Log of Test Borings sheet to address the 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. One pdf and three (3) hard copies of the final report will be submitted unless otherwise requested.

I. **Schedule.** CONSULTANT shall submit deliverable items according to the following schedule:

Task	Start Date	Date Complete
Initiation-Coordination	Monday, April 16, 2018	Friday, May 04, 2018
Field work	Monday, May 07, 2018	Friday, May 18, 2018

PGR	Monday, May 21, 2018	Friday, June 15, 2018
Lab, Evaluation, Report	Monday, June 25, 2018	Friday, August 3, 2018
Final report and LOTB	TBD	Monday, December 31, 2018* *Subject to Change Coincides w/ County 90% PS&E

- 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 December 31, 2021 or when a notice of completion is filed for the project, whichever comes first unless extended by contract amendment.
- B. CONSULTANT is advised that any recommendation for contract award is not binding on COUNTY until the contract is fully executed and approved by COUNTY.

ARTICLE X ALLOWABLE COSTS AND PAYMENTS

- A. The method of payment for this contract will be based on actual cost plus a fixed fee. COUNTY will reimburse CONSULTANT for actual costs (including labor costs, employee benefits, travel, equipment rental costs, overhead and other direct costs) incurred by CONSULTANT in performance of the work. CONSULTANT will not be reimbursed for actual costs that exceed the estimated wage

rates, employee benefits, travel, equipment rental, overhead, and other estimated costs set forth in the approved CONSULTANT's Cost Proposal, unless additional reimbursement is provided for by contract amendment. In no event, will CONSULTANT be reimbursed for overhead costs at a rate that exceeds COUNTY's approved overhead rate set forth in the Cost Proposal. In the event, that COUNTY determines that a change to the work from that specified in the Cost Proposal and contract is required, the contract time or actual costs reimbursable by COUNTY shall be adjusted by contract amendment to accommodate the changed work. The maximum total cost as specified in Paragraph "H" shall not be exceeded, unless authorized by contract amendment.

- B. In addition to the allowable incurred costs, COUNTY will pay CONSULTANT a fixed fee of \$4,357.00. 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 / William Miller
1855 Placer Street
Redding, CA 96001

- H. The total amount payable by COUNTY including the fixed fee shall not exceed \$84,748.00 unless amended as provided for in Article V Entire Agreements; Amendments; Headings; Exhibits/ Appendices, paragraph B.
- I. Salary increases will be reimbursable if the new salary is within the salary range identified in the approved Cost Proposal and is approved by COUNTY's Contract Administrator.

For personnel subject to prevailing wage rates as described in the California Labor Code, all salary increases, which are the direct result of changes in the prevailing wage rates are reimbursable.

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

ARTICLE XI TERMINATION

- A. COUNTY reserves the right to terminate this contract upon thirty (30) calendar days written notice to CONSULTANT with the reasons for termination stated in the notice.
- B. COUNTY may terminate this contract with CONSULTANT should CONSULTANT fail to perform the covenants herein contained at the time and in the manner herein provided. In the event of such termination, COUNTY may proceed with the work in any manner deemed proper by COUNTY. If COUNTY terminates this contract with CONSULTANT, COUNTY shall pay CONSULTANT the sum due to CONSULTANT under this contract prior to termination, unless the cost of completion to COUNTY exceeds the funds remaining in the contract. In which case the overage shall be deducted from any sum due CONSULTANT under this contract and the balance, if any, shall be paid to CONSULTANT upon demand.
- C. The maximum amount for which the COUNTY shall be liable if this contract is terminated is \$84,748.00 unless amended as provided for in Article V Entire Agreements; Amendments; Headings; Exhibits/ Appendices, paragraph B.

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 0%. 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, Attachment II) 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 many 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:

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

COUNTY:

William Miller, Contract Administrator
Shasta County Department of Public Works
1855 Placer Street
Redding, CA 96001
Phone: (530) 225-5661; Fax: (530) 225-5667
Email: wmiller@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: David M. Yorton, Jr. 3/13/18
David M. Yorton, Jr.
Senior Deputy County Counsel

RISK MANAGEMENT APPROVAL

By: James Johnson 03/22/18
James Johnson
Risk Management Analyst III

CONSULTANT

Yeh and Associates Consultants, Inc.

By: Shan-Tai Yeh
Print Name: SHAN-TAI YEH
Title: President
Date: 3/13/18
Tax I.D. #: 84-1498347

By: Lih-Ling Yeh
Print Name: Lih-Ling Yeh
Title: Corporate Secretary
Date: 3/13/18

ATTACHMENT I

Consultant Cost Proposal (Exhibit 10-h)

HOURLY BREAKDOWN OF SERVICES
Big Bend Road Slide Repair
Shasta County, California
Geotechnical Services

FIRM NAME: Yeh and Associates, Inc.

PREPARED BY: J. Blanchard

DATE: February 15, 2018

PROJECT No.: 217-558

CONTRACT TYPE: Actual Cost plus Fixed Fee

WORK ACTIVITY	Principal	Sr. Project Manager	Project Manager	Sr. Project Geologist	Staff Engineer	Jr. Engineer		TOTAL HOURS	COST
<i>Fully Burdened Avg. Rate:</i>	\$ 170.24	\$ 162.26	\$ 133.00	\$ 119.70	\$ 79.80	\$ 43.89			
<i>Typical Staff:</i>	Jon	John	Gresh	Wade	Jamie	Ruben/Dan			
Direct Labor - Geotechnical Services:									
1 Site Visit/Reconnaissance/Site Survey	2	16		20				38	\$ 5,331
2 Exploratory Borings	4		20	66				90	\$ 11,241
3 Laboratory Testing			2	4		32		38	\$ 2,149
4 Instrumentation and Monitoring			8	36				44	\$ 5,373
5 Preliminary Analyses and Report	4	8	8		24			44	\$ 4,958
6 Evaluation and Draft Geotechnical Report	8	16	24	12	60	16		136	\$ 14,077
7 Draft Log of Test Borings (2 sheets)*	2		2	4	16			24	\$ 2,362
8 Final reporting and review	2		12		4	4		22	\$ 2,431
Construction support		Oncall, as-need per contract hourly rates with appropriate escalations							
*Optional									
TOTAL - HOURS	22	40	76	142	104	52	0	436	\$ 47,923
Other Direct Costs									
Travel, mileage, per diem									\$ 1,483
Monitoring Well Permit Fees									\$ 300
Excavation subcontractor (Sunrise)									\$ 1,500
Drilling Subcontractor (4 days)									\$ 24,399
Traffic Control (2 days)*									\$ 3,520
Outside Laboratory tests									\$ 5,623
									\$ -
									\$ -
TOTAL - ODC's									\$ 36,825
TOTAL									\$ 84,748



Type: Actual Cost plus Fixed Fee
Project: Big Bend Road Landslide
Consultant: Yeh and Associates, Inc.

Contract No.
Yeh Project No. 217-558

Date: 02/15/18

DIRECT LABOR:

Classification/Title	Name	Hours	Actual Hourly Rate	Total
Principal	Jon Blanchard	22	\$ 64.00	\$ 1,408
Sr. Project Manager	John Duffy	40	\$ 61.00	\$ 2,440
Project Manager	Gresh Eckrich	76	\$ 50.00	\$ 3,800
Sr. Project Geologist	Wade Hoon	142	\$ 45.00	\$ 6,390
Staff Engineer	Jamie Cravens	104	\$ 30.00	\$ 3,120
Jr. Engineer	Ruben Atilano	52	\$ 16.50	\$ 858
		0	\$ -	\$ -

LABOR COSTS

a) Subtotal Direct Labor Costs	\$ 18,016.00	
b) Anticipated Salary Increases	\$ 145.92	
c) TOTAL DIRECT LABOR COSTS [(a) + (b)]		\$ 18,162

FRINGE BENEFITS

d) Fringe Benefits (Rate: %)	e) TOTAL FRINGE BENEFITS [(c) x (d)]	\$ -
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INDIRECT COSTS

f) Overhead (Rate: 139.8 %)	g) Overhead [(c) x (f)]	\$ 25,390.36
h) General and Administrative (Rate: 0.076 %)	i) Gen & Admin [(c) x (h)]	\$ 13.80
j) TOTAL INDIRECT COSTS [(e) + (g) + (i)]		\$ 25,404

FEE (Profit)

q) (Rate: 10 %)	k) TOTAL FIXED PROFIT [(c) + (j)] x (q)	\$ 4,357
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OTHER DIRECT COSTS (ODC)

Description	Unit(s)	Unit Cost	Total
l) Travel, mileage, per diem			\$ 1,483.00
m) Monitoring Well Permit Fees	2	\$ 150.00	\$ 300.00
n) Excavation subcontractor (Sunrise)			\$ 1,500.00
o) Drilling Subcontractor (4 days)			\$ 24,398.85
p) Traffic Control (2 days)*			\$ 3,520.00
r) Outside Laboratory tests			\$ 5,623.00
s)			\$ -
t)			\$ -
u)			\$ -
p) TOTAL OTHER DIRECT COSTS [sum(l - o)]			\$ 36,825
TOTAL COST [(c) + (j) + (k) + (p)]			\$ 84,748

Type: Lump Sum (firm fixed price)

Consultant: Yeh and Associates, Inc.

Contract No. Actual Cost plus

Date: 1/0/1900

1. Calculate Average Hourly Rate for 1st year of contract (Direct Labor Subtotal divided by total hours)

Direct Labor Subtotal per Cost Proposal	Total Hours per Cost Proposal	Avg Hourly Rate	2 Year Contract Duration
\$ 18,016.00	436	= \$ 41.32	Year 1 Avg Hourly Rate

2. Calculate hourly rate for all years (Increase the Average Hourly Rate for a year by proposed escalation %)

	Avg Hourly Rate	Proposed Escalation		
Year 1	\$ 41.32	+ 3.5%	= \$ 42.77	Year 2 Avg Hourly Rate
Year 2	\$ 42.77	+ 3.5%	= \$ 44.26	Year 3 Avg Hourly Rate
Year 3	\$ 44.26	+ 3.5%	= \$ 45.81	Year 4 Avg Hourly Rate
Year 4	\$ 45.81	+ 3.5%	= \$ 47.42	

3. Calculate estimated hours per year (Multiply estimated % each year by total hours)

	Estimated % Completed Each Year	Total Hours per Cost Proposal	Total Hours per Year	
Year 1	80%	+ 436	= 348.8	Estimated Hours Year 1
Year 2	18%	+ 436	= 78.5	Estimated Hours Year 2
Year 3	1%	+ 436	= 4.4	Estimated Hours Year 3
Year 4	1%	+ 436	= 4.4	Estimated Hours Year 4
Total	100%	Total	= 436	

4. Calculate Total Costs including escalation (Multiply average hourly rate by the number of hours)

	Avg Hourly Rate (calculated above)	Estimated Hours (calculated above)	Cost per Year	
Year 1	\$ 41.32	* 349	= \$ 14,412.80	Estimated Hours Year 1
Year 2	\$ 42.77	* 78	= \$ 3,356.38	Estimated Hours Year 2
Year 3	\$ 44.26	* 4	= \$ 192.99	Estimated Hours Year 3
Year 4	\$ 45.81	* 4	= \$ 199.75	Estimated Hours Year 4
Total				
	Total Direct Labor Cost with Escalations		= \$ 18,161.92	
	Direct Lab Subtotal before Escalation		= \$ 18,016.00	
	Estimated total Direct Labor Salary Increase		= \$ 145.92	Transfer to page 1

NOTES:

1. Anticipated Notice to proceed is March 13, 2018.
2. End of Yeh fiscal year is December 31.
3. Construction support would likely be provided as task order amendment at hourly rates with applied escalation.

Ferguson Slide Stability Evaluation
216-258

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0

Test	Cooper		Test	Advanced Terra/Cal Poly	
	Rate 2017	No.		Rate 2016	No.
Molsture-Unit Wt. (D2937)	\$24		Molsture-Unit Wt. (D2937)	\$23	
Molsture Content	\$20		Chunk density (D4531)	\$62	
Plasticity (D2488), wet prep	\$239		Direct Shear - joint 3 pts residual	\$496	
Plasticity (D2488), dry prep	\$167		Direct Shear - joint 1 pt peak and residual	\$431	
Sieve Analysis (D422)	\$112		Unconfined - rock (D7012)	\$133	
Specific Gravity (D854)	\$91		Unconfined - rock with stress-strain (D5607)	\$296	4
Organic Content (D2974)	\$91		Unconfine - rock Ey only	\$252	
Sand Equivalent (D2419)	\$112		Indirect split tensile strength (Brazil disk)	\$118	
Percent Passing #200 (D1140)	\$81		Direct tensile strength	\$252	
Hydro and Sieve (D422)	\$187		Point Load Index	\$23	
Incremental Consol. UI-RL, 2 Cv (D2435)	\$502				
CRS Consol (D4186)	\$402				
Expansion Index (D2489)	\$402				
Swell-Collapse, 1 point (D4546-B)	\$882				
Swell-Collapse, 4 point (D4546-A)	\$75				
Qu - Soil (D2166)	\$224				
Qu - Rock (D7012-C)	\$139				
Qu - Rock with strain (D7012-D), photos +\$48	\$482				
UU at wo (D2850)	\$964				
CU, per point (D4746)	\$209				
CU multi-stage, 3 pts. (D4746), no pics	\$314				
Direct Shear, CD per pts. (D3080)	\$585				
Direct Shear, per pts., residual (D3080)					
Direct Shear, per pt., fully soft, pk + res (D3080)					
Flex Wall permeability (D5084)	\$326				
Corrosion Suite (pH, R, SO4, Cl)	\$240				
Sulfates	\$52	5			
Chlorides	\$44	5			
Modified Proctor, 4-inch (D1557)	\$267				
Modified Proctor, 6-inch (D1557)	\$319				
California Impact (Cal 216)	\$336				
R-value, soil (D2844, Cal 301)	\$256				
R-value, with gravel	\$289	1			
R-value, admix	\$398				
Point Load Index, (D5731)	\$80				
Laboratory Percolation (Cooper)					
Concrete Cylinder (Tc, mold, cure)					
Sample prep, non routine					
Remold					
Clay shale prep					
Shipping	\$100	1	Special prep to cut, cap, grind (per hr)	\$89	
			Shipping	\$100	
Subtotal for Lab Testing	\$ 869		Subtotal for Lab Testing	\$ 1,184	
Mark-up (cost + %)	0%		Mark-up (cost + %)	0%	
Totals for Lab Testing	\$ 869		Totals for Lab Testing	\$ 1,184	

Test	Unit	Cal Poly	
		Rate 2017	No.
Water content (ASTM D2216)	Sample	\$15	
Water content & density (ASTM D2937)	Sample	\$20	
Liquid & plastic limits (ASTM D4318)	Sample	\$140	
Liquid limit only (ASTM D4318)	Sample	\$80	
Percent passing #200 (ASTM D1140)	Sample	\$60	
Sieve analysis, through #200 (ASTM D6913)	Sample	\$100	
- add for samples > 5kg	Sample	\$40	
Hydrometer & sieve (ASTM D422)	Sample	\$150	
Specific gravity (ASTM D854)	Sample	\$70	
Organic content (ASTM D2974)	Sample	\$70	
Peat Fiber Content (ASTM D1997)	Sample	\$50	
Von Post Classification (ASTM D5715)	Sample	\$20	
pH Determination (ASTM D4972)	Sample	\$30	
Modified Proctor, 4-inch (ASTM D1557)	Sample	\$230	
Modified Proctor, 6-inch (ASTM D1557)	Sample	\$270	
Modified Proctor, 6-inch (ASTM D1557)	Sample	\$270	
Maximum density (ASTM D4253)	Sample	\$200	
Minimum density (ASTM D4254)	Sample	\$100	
Flexible wall, < 3-inch dia., (ASTM D5084)	Sample	\$300	
- add for 4-inch dia.	Sample	\$100	
Constant head, < 3-inch dia., (ASTM D2434)	Sample	\$250	
Constant head, 14-in. dia., dual-ring rigid-wall permeameter	Sample	\$500	
Unconfined compression (ASTM D2166)	Sample	\$70	
Unconsolidated-undrained (ASTM D2850)	Sample	\$100	
Consolidated-undrained w/ps (ASTM D4767)	Point	\$400	3
- add for 2-3 point staged test	Sample	\$400	3
- add for cyclic loading	Point	\$800	
Direct shear, sand (ASTM D3080)	Point	\$100	
Direct shear, silt or clay, (ASTM D3080)	Point	\$145	6
- add for remolded direct shear specimen	Point	\$30	
- add for direct shear residual strength	Point	\$50	6
Direct simple shear (ASTM D6528)	Point	\$600	
- add for p & s wave measurements	Point	\$100	
- add for up to 500 cycles	Point	\$600	
Resilient modulus (AASHTO T307)	Sample	\$1,000	
California bearing ratio (ASTM D1883)	Sample	\$300	
- add for swell and soak	Sample	\$50	
Interface Direct Shear (12-inch box)			
- Granular soil only (ATM D3080)	Point	\$500	
- Granular soil/ geosynthetic (ASTM D5321/ D6243)	Point	\$600	
- Cohesive soil/ geosynthetic (ASTM D5321/ D6243)	Point	\$700	
- Geosynthetic/ geosynthetic (ASTM D5321/ D6243)	Point	\$700	
Inc. consolidation, to 10 loads (ASTM D2435)	Sample	\$350	
- add for additional load increments	Point	\$30	
Inc. Consol (16 pts, UI-RL, max. 32ksf)	Sample	\$530	
Constant strain rate consolidation (ASTM D4186)	Sample	\$425	
Swell/collapse, method "A", 4 points (ASTM D4546)	Sample	\$600	
Swell/collapse, methods "B or C" (ASTM D4546)	Sample	\$180	
Expansion Index (ASTM D4829)	Sample	\$230	
Filter paper (ASTM D5298)	Sample	\$100	
Pressure plate (ASTM D6836)	Sample	\$250	
Relative humidity (not standardized)	Sample	\$100	
Surface texture characterization w/ optical interferometer	Hour	\$150	
Faculty	Hour	\$175	
Senior Lab or Field Technician	Hour	\$100	
Lab or Field Technician	Hour	\$55	
Student	Hour	\$25	
Subtotal for Lab Testing		\$ 3,570	
Mark-up (cost + %)		0%	
Totals for Lab Testing		\$ 3,570	

Test	Unit	Yeh - Grover	
		2018 Rate	No.
Water content (ASTM D2216)	Sample	\$10	
Water content & density (ASTM D2937)	Sample	\$20	20
Water content & waxes/chunk density	Sample	\$50	
Water content & tube sample/cut density	Sample	\$40	
Liquid & plastic limits (ASTM D4318)	Sample	\$75	4
Percent passing #4, #200 with %G, %S, %F (ASTM D1140)	Sample	\$50	6
Sieve analysis, through #200 (ASTM D6913)	Sample	\$75	4
Sieve analysis (3"-#200) with split sieve (ASTM 6913)	Sample	\$125	
- add for samples > 5kg	Sample	\$40	
Hydrometer & sieve (ASTM D422)	add	\$90	
Specific gravity (ASTM D854)	Sample	\$70	
ASTM USC (D2487)/AASHTO M-345 (PI, Sieve/wash, M-D)	Sample	\$200	
Modified Proctor, 4-inch (ASTM D1557)	Sample	\$250	1
Modified Proctor, 6-inch (ASTM D1557)	Sample	\$350	
Swell/collapse, method "A", 4 points (ASTM D4546)	Sample	\$200	
Swell/collapse, methods "B or C" (ASTM D4546)	Sample	\$75	
Expansion index (ASTM D4829)	Sample	\$175	
Point load index - lab	each	\$60	
Point load index - field	each	\$25	
R-value	each	\$350	
pH and resistivity, as received or wet	each	\$75	
pH and resistivity, Caltrans curve	each	\$125	5
pocket pen or torvane on lab sample	each	\$10	
remold, saw cut, plaster cap	ea	\$30	1
Subtotal for In-house Lab Testing		\$ 2,205	
Total for outside lab testing		\$ 5,623.00	
Totals for Lab Testing		\$ 12,406,920	
TOTAL LAB COSTS: \$		12,406,543.00	

Big Bend Road Slide Repair
Actual Cost plus Fixed Fee

Yeh Other Direct Costs

Item	Qty.	Rate	Billing Factor	Cost
Travel, subsistence, and expenses	4	\$ 61.00	1	\$ 244.00 per day
Lodging (Caltrans + tax, fees), field logging, PM visit	6	\$ 150.00	1	\$ 900.00 with receipt
per diem	5	\$ 46.00	1	\$ 230.00
pm vist	0	\$ -	1	\$ -
Automobile mileage (per day), Wade	200	\$ 0.55	1	\$ 109.00
Automobile mileage (per day), PM		\$ 0.55	1	\$ -
		\$ -	1	\$ -
		\$ -	1	\$ -
		\$ -	1	\$ -
		\$ -	1	\$ -
				\$ -
Total ODC's				\$ 1,483.00

Big Bend Road Slide Repair
Actual Cost plus Fixed Fee

Drilling and Sampling Services:

Item	Unit	Qty.	Taber		Rate	Project Cost	Rate	Project Cost	Rate	Project Cost
			Rate	Project Cost						
Drilling Mob-Demob/Stand-By	each	1	\$ 2,800.00	\$ 2,800.00						
Crew Mob-demob, daily travel	hr	5.00	\$ 225.00	\$ 1,125.00						
Drilling, 2-person crew (8-hr day)	hr	40.0	\$ 320.00	\$ 12,800.00						
OT Drilling	hr	0.0	\$ 380.00	\$ -						
Support truck	day		\$ -	\$ -						
Decon Trailer (RG quote)	day		\$ -	\$ -						
per diem (3-person crew)	day	5.0	\$ 500.00	\$ 2,500.00						
Cement	sack	20.0	\$ 7.50	\$ 150.00						
2.75" SI Casing	10' stick	8	\$ 110.00	\$ 880.00						
SI bottom cap	each	2	\$ 15.00	\$ 30.00						
SI top cap	each	2	\$ 10.00	\$ 20.00						
Bentonite chips sacks	sack	6	\$ 12.00	\$ 72.00						
Rapid set concrete sack	sack	2	\$ 15.00	\$ 30.00						
Polymer	gal	0.125	\$ 280.00	\$ 35.00						
1.5" x 10' PVC Monitoring well scree	10' stick	3	\$ 35.00	\$ 105.00						
1.5" x 10' PVC Blank casing	10' stick	5	\$ 30.00	\$ 150.00						
Bottom cap, well	each	2	\$ 15.00	\$ 30.00						
Top cap, well	each	2	\$ 2.00	\$ 4.00						
Christy box, 8"	each	3	\$ 225.00	\$ 675.00						
Sand	bag	8	\$ 12.00	\$ 96.00						
			\$ -	\$ -						
			\$ -	\$ -						
Bit charge	each	150	\$ 8.00	\$ 1,200.00						
DOT Drums	ft		\$ -	\$ -						
Grout drill holes (RG quote)	each		\$ -	\$ -						
extra person	each		\$ -	\$ -						
Expendibles:	lump		\$ -	\$ -						
Misc.	ls	1	\$ 271.00	\$ 271.00						
plastic sheeting	roll	0.5	\$ 120.00	\$ 60.00						
Cutting disposal	each		\$ 2.50	\$ -						
core boxes	ft	12	\$ 17.00	\$ 204.00						
			\$ -	\$ -						
Total Subcontracted Costs				\$ 23,237			\$ -		\$ -	
Risk Factor				5%						
				\$ 24,398.85			\$ -			
				\$ -			\$ -		\$ -	

Other Subcontracted Services

Item	Unit	Qty.			Risk	Project Cost	Sub/Vendor
			Rate	Cost			
Soil Boring abandonment	each		\$ -	\$ -	0%	\$ -	
MW permit (>10')	each	2	\$ 295.86	\$ 591.72	0%	\$ 591.72	Shasta County
Traffic control	day	2	\$ 1,600.00	\$ 3,200.00	10%	\$ 3,520.00	Statewide
Traffic signs	day	0	\$ -	\$ -	0%	\$ -	
Sunrise Excavating	day	1	\$ 1,500.00	\$ 1,500.00	0%	\$ 1,500.00	Sunrise, smooth acces
Slurry backfill	cy	0	\$ -	\$ -	10%	\$ -	
chem tests	each	0	\$ -	\$ -	10%	\$ -	
drum disposal	each	0	\$ -	\$ -	10%	\$ -	

ATTACHMENT II

Consultant Contract DBE Information (Exhibit 10-O2)

EXHIBIT 10-02 CONSULTANT CONTRACT DBE COMMITMENT

1. Local Agency: Shasta County DPW 2. Contract DBE Goal: 0%
 3. Project Description: Geotechnical Services for Big Bend Road Slide Repair Project, County of Shasta
 4. Project Location: Big Bend Road, 12.3 miles north of SR299, Shasta County
 5. Consultant's Name: Yeh and Associates, Inc. 6. Prime Certified DBE: ☐ 7. Total Contract Award Amount: \$84,748.00
 8. Total Dollar Amount for ALL Subconsultants: \$35,042 9. Total Number of ALL Subconsultants: 4

10. Description of Work, Service, or Materials Supplied	11. DBE Certification Number	12. DBE Contact Information	13. DBE Dollar Amount
Local Agency to Complete this Section 20. Local Agency Contract Number: <u>706748</u> 21. Federal-Aid Project Number: <u>PMP-SHACO-002-0</u> 22. Contract Execution Date: _____ Local Agency certifies that all DBE certifications are valid and information on this form is complete and accurate. <div style="display: flex; justify-content: space-between;"> <div> <u>William Miller</u> 23. Local Agency Representative's Signature <u>WILLIAM MILLER</u> 25. Local Agency Representative's Name <u>ASSISTANT ENGINEER</u> 27. Local Agency Representative's Title </div> <div> <u>3-15-18</u> 24. Date <u>530.245.6818</u> 26. Phone </div> </div>		14. TOTAL CLAIMED DBE PARTICIPATION <div style="text-align: right;">\$ 0.00</div> <div style="text-align: right;">0 %</div>	
IMPORTANT: Identify all DBE firms being claimed for credit, regardless of tier. Written confirmation of each listed DBE is required. <div style="display: flex; justify-content: space-between;"> <div> <u>Jonathan Blanchard</u> 15. Preparer's Signature <u>Jonathan Blanchard</u> 17. Preparer's Name <u>Vice President</u> 19. Preparer's Title </div> <div> <u>3/4/18</u> 16. Date <u>805-481-9590</u> 18. Phone </div> </div>			

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

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