

CONTRACT SERVICES AGREEMENT
FOR ENGINEERING AND DESIGN SERVICES
FOR THE BEAR VALLEY ROAD BRIDGE (OVER THE MOJAVE RIVER)
REHABILITATION AND WIDENING PROJECT

Town of Apple Valley
and
Dokken Engineering, Inc.

CONTRACT NO. 2014-01

**CONTRACT SERVICES AGREEMENT
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0.0 INTRODUCTION

THIS AGREEMENT FOR CONTRACT SERVICES (herein "Agreement"), is made and entered into by and between the TOWN OF APPLE VALLEY (herein "Town"), a municipal corporation, and DOKKEN ENGINEERING, Inc. (herein "Consultant"), and effective on this the ____ day of _____, 2014. The parties hereto agree as follows:

- Consultant was incorporated in Sacramento, California.
- Consultant's address is 110 Blue Ravine Road, Suite 200, Folsom, California 95630.
- The work to be performed under this contract is described in Section 1.1 entitled Scope of Work and the approved Consultant's Cost Proposal dated November 11, 2013, which are attached hereto (Exhibits A and B) and incorporated by reference. If there is any conflict between the approved Cost Proposal and this contract, this contract shall take precedence.
- The work to be performed under this contract is subject to Federal-Aid provisions (Exhibit C), which are attached hereto and made a part hereof and incorporated by reference. If there is any conflict between the Supplemental Provisions and this contract, the Supplemental Provisions shall take precedence.
- 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.

1.0 STATEMENT OF WORK

1.1 Scope of Work – In compliance with all terms and conditions of this Agreement, the Consultant shall provide the services specified per attached Exhibit A, Scope Of Work - Bear Valley Road Bridge Over Mojave River Rehabilitation and Widening Project, Apple Valley, CA, "Scope of Work," and incorporated herein by this reference, which services may be referred to herein as the "Work" hereunder. Consultant warrants that all Work will be performed in a competent, professional, and satisfactory manner, in accordance with standards prevalent in the State of California. It is also included, in the Scope Of Work, a provision that work will not proceed past Phase I until the Town has concurred with the outcome of this Phase and secured the funding necessary for Phases II and III.

1.2 Compliance with Law – All Work rendered hereunder shall be provided in accordance with all applicable ordinances, resolutions, statutes, rules, and regulations of the United States of America, State of California, Town, and other applicable agencies.

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1.3 Licenses, Permits, Fees, and Assessments – Consultant shall obtain at its sole cost and expense such business licenses, permits, and approvals as may be required by law for the operation of Consultant's business.

1.3.1 Consultant shall ensure that the responsible engineer shall sign all plans, specifications, estimates (PS&E), and engineering data furnished by him/her and, where appropriate, indicate his/her California registration number.

1.4 Familiarity With Work – By executing this Contract, Consultant warrants that Consultant has thoroughly investigated and considered the Work to be performed, and fully understands the difficulties and restrictions attending performance of the Work under this Agreement. Consultant warrants that its Work will be performed in accordance with professional standards of practice set forth in Section 1.1 above.

1.5 Care of Work – Consultant shall adopt reasonable methods during the life of the Agreement to furnish continuous protection to the Work, and the materials, papers, documents, plans, studies, and/or other components thereof to prevent loss or damage, and it shall be responsible for all such damages until acceptance of the Work by Town.

1.6 Further Responsibilities of Consultant – Consultant agrees to use reasonable care and diligence to perform its obligations under this Agreement. Consultant agrees to act in good faith to execute all instruments, prepare all documents, and take all actions as may be reasonably necessary to carry out the purposes of this Agreement.

1.7 Non-Disclosure of Confidential Information – Consultant agrees not to disclose to third parties confidential information, proprietary information, or trade secrets; financial, statistical, personnel, technical, or other data and information; or that which is not in the public domain or a public record and that has been provided by the Town or its agents or subconsultants to the Consultant in order to carry out this contract, without Town's prior written consent. Consultant shall use its professional efforts to safeguard from unauthorized disclosure to third parties any such information given to it.

1.7.1 Permission to disclose information on one occasion or in public hearings held by Town relating to the contract shall not authorize Consultant to further disclose such information or disseminate the same on any other occasion.

1.7.2 Consultant shall not comment publicly to the press or any other media regarding the contract or the Town's actions on the same, except to the Town'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.

1.7.3 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

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prior review of the contents thereof by the Town and receipt of the Town's written permission.

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

1.8 Local Agency Obligations – All data applicable to the Project and in possession of Town have been provided to Consultant with the RFP (Attachment 1). Consultant is directed to coordinate with Bear Valley Road Bridge Project Team (Team) throughout the Project, including but not limited to public hearings and community outreach.

1.9 Documentation – Consultant shall document the results of the Work to the satisfaction of Town and, if applicable, the State and FHWA. This may include preparation of progress and final reports, plans, specifications and estimates, or similar evidence of attainment of the Agreement objectives. See Section 7.2, Records, of this contract for record retention requirements.

1.10 Number of Copies – Consultant shall provide [2] copies of project documents to Town.

1.11 Supplemental Provisions – All work rendered hereunder shall be provided in accordance with Exhibit C – Supplemental Provisions for Federal-Aid Projects.

2.0 COMPENSATION

2.1 Contract Sum – For the Work rendered pursuant to this Agreement, Consultant shall be compensated in accordance with the Cost Proposal attached hereto as Exhibit B, but not exceeding the maximum contract amount of \$372,420 for Phase I, \$659,991 for Phase II and \$1,097,987 for Phase III.

All obligations of the Town are subject to appropriation of resources by various Federal, State and local agencies.

This agreement, for Phases II and III, is valid and enforceable only if sufficient funds are made available to the Town for the purpose of this project. In addition, this agreement is subject to any additional restrictions, limitations, conditions or any statute enacted by Congress, State Legislature or Town that may affect the provisions, terms or funding of this contract in any manner.

It is mutually agreed that if sufficient funds for the project are not appropriated, this contract will be amended or terminated to reflect any reduction in funds.

All payments for Work and products under this Agreement are contingent upon the Town's approval of authorized completed Work and acceptance of submitted products.

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Payment requests for work not within the scope of this Agreement will not be honored or paid unless such extra work and payment is authorized in writing by the Town Council.

Increases or decreases in Work requirements, changes in product format or detail shall be approved in advance in writing by the Contract Administrator. The Town, through its Contract Administrator designated by the Town Manager, reserves the right to direct any changes in the order of performance of any of the work requirements set forth in the Scope of Work, and, where deemed to be in the best interests of the Town, said Administrator may direct termination of the performance of the Work or any portion thereof, as required in Section 8.3, Termination, upon written notice to Consultant. In the event of such termination, Consultant shall be paid only for the Work performed prior to the effective date of said termination.

2.2 Cost-Plus-A-Fixed-Fee – The basis of payment for the services provided under this Agreement shall be cost-plus-a-fixed fee:

- (a) The local agency shall reimburse the consultant for actual costs (including labor costs, employee benefits, overhead, and other direct costs) incurred by the consultant in performance of the work, in an amount not to exceed \$1,963,288.88 (this amount includes Phases I, II and III) exclusive of any fixed fee. Actual costs shall not exceed the estimated wage rates and other costs set forth in the consultant's proposal.
- (b) In addition to the costs referred to in paragraph 1 of this article and subject to the effect of possible Termination under Section 8.3 hereof, the local agency shall pay the consultant a fixed fee of \$167,109.27 (10%) (this amount includes Phases I, II and III). Said fixed fee shall not be altered, unless there is a significant alteration in the scope, complexity, or character of the work to be performed which is documented as an amendment.
- (c) The Consultant shall be reimbursed in accordance with the Cost Proposal for actual travel expenses incurred in the performance of this work while traveling away from consultant's headquarters, which is hereby designated as Folsom, California. In addition, Consultant's personnel shall be reimbursed for per diem expenses at a rate not to exceed the currently authorized rates for State employees under State Department of Personnel Administration rules.
- (d) Total expenditures made under this Agreement, including the fixed fee shall not exceed the sum of \$2,130,398.15 (this amount includes Phases I, II and III).

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2.3 Invoices

2.3.1 Invoices – Consultant shall invoice the Town **monthly** for Work accomplished in accordance with the payment schedule, as approved by the Town's Contract Administrator. Consultant will be reimbursed as promptly as fiscal procedures will permit upon receipt by Contract Administrator of itemized invoices. 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.

2.3.2 Final Invoice – Final invoice must contain the final cost and all credits due Town, including any equipment purchased under the provisions of Section 4.6, 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 Town's Contract Administrator at the following address:

Town of Apple Valley
14955 Dale Evans Parkway
Apple Valley, CA 92307

2.4 Progress Payments – Progress payments will be made monthly in arrears based on Work 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, Town shall have the right to delay payment and/or terminate this Agreement in accordance with the provisions of Section 8.3, Termination.

2.5 Salary Increases – Salary increases will be reimbursable if the new salary is within the salary range identified in the approved Cost Proposal and is approved by Town's Contract Administrator. For personnel subject to prevailing wage rates as described in California's Labor Code, all salary increases which are the direct result of changes in the prevailing wage rates are reimbursable.

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

2.7 Cost Principles

2.7.1 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 allowability of cost individual items.

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2.7.2 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.

2.7.3 Any costs for which payment has been made to Consultant that are determined by subsequent audit to be unallowable under 48 CFR, Federal Acquisition Regulations System, Chapter 1, Part 31.000 et seq., are subject to repayment by Consultant to Town.

3.0 PERFORMANCE SCHEDULE

3.1 Time of Essence – Time is of the essence in the performance of this Agreement.

3.2 Schedule of Performance – This contract shall go into effect on March 12, 2014, contingent upon approval by Town, and Consultant shall commence work after notification to proceed by Town's Contract Administrator. The contract shall end on June 30, 2014, unless extended by contract amendment.

Consultant is advised that any recommendation for contract award is not binding on Town until the contract is fully executed and approved by Town.

Consultant shall immediately upon execution hereof provide Town with proof of insurance as required under Section 6.0, Insurance.

Town may request Consultant to perform additional work not contemplated by the Scope of Work. Prior to the commencement of such additional work, the exact nature of such work and the cost to the Town thereof shall be set forth in writing, approved by the Town Council, and signed by the parties hereto.

Consultant shall complete the Work pursuant to the terms of this Agreement, in accordance with the approved schedule described in Exhibit D, "Schedule" with all work to be completed on or before June 30, 2017.

Both Consultant and Town acknowledge that adjustments to the schedule for the Scope of Work may be made subject to Town's written authorization for said change through its Contract Administrator. However, the maximum contract price described in Section 2.1 cannot be exceeded without the prior written consent of the Town Council.

3.3 Term – Unless earlier terminated in accordance with Section 8.3 of this Agreement, this Agreement shall continue in full force and effect until completion of the Work as described above.

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4.0 COORDINATION OF WORK

4.1 Representatives of Consultant – The following employee of Consultant is hereby designated as being the representative of Consultant authorized to act in its behalf with respect to the Work specified herein and make all decisions in connection therewith: **Elizabeth Diamond, Project Manager.**

It is expressly understood that the experience, knowledge, capacity, and reputation of the foregoing employee was a substantial inducement for Town to enter into this Agreement. Therefore, the foregoing employee shall be responsible during the term of this Agreement for devoting significant time pertaining to and supervising Work hereunder. The foregoing employee may not be changed by Consultant without the express written approval of Town.

4.2 Contract Administrator – The Contract Administrator shall be such person as may be designated by the Town Manager. As of the date of this Agreement's execution, the Town's Contract Administrator is **Brad Miller, Town Engineer.**

It shall be the Consultant's responsibility to ensure that the Contract Administrator is kept informed of the progress of the performance of the Work and the Consultant shall refer any decisions which must be made by Town to the Contract Administrator.

4.3 Inspection of Work – Consultant and any subcontractor shall permit Town, the State, and the FHWA 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.

4.4 Prohibition Against Subcontracting or Assignment/Certain Exceptions – The experience, knowledge, capability, and reputation of Consultant, its principals, and employees were a substantial inducement for the Town to enter into this Agreement. Consultant shall not contract with any other person or entity to perform in whole or in part the Work required hereunder without the express written approval of the Town. In addition, neither this Agreement nor any interest herein or performance hereunder may be transferred, assigned, conveyed, delegated, hypothecated, or encumbered voluntarily or by operation of law, whether for the benefit of creditors or otherwise, without the prior written approval of the Town. As to any unapproved transfer, including bankruptcy proceeding, rights of the transferor and transferee under this Agreement shall be void. No transfer shall release the surety of Consultant of any liability hereunder to the Town without the express consent of the Town.

It is understood and agreed that the following subcontractor(s) of Consultant may be providing the following described services:

As shown in consultant's Cost Proposal dated November 11, 2013.

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All fees, charges, costs, or expenses for any and all Work done by any subcontractors or subconsultants under the provisions of this Agreement shall be the sole responsibility of Consultant, and the Town shall in no manner be liable for any fees, charges, costs, or expenses due to or claimed by any subcontractors or subconsultants for Work done under the provisions of this Agreement unless otherwise specifically agreed to in writing by the Town. The provisions of this paragraph shall be inserted into all subcontracts to which Consultant or its agents, contracting parties, or designates are parties.

4.4.1 Any subcontract in excess of \$25,000 entered into as a result of this contract shall contain all the provisions stipulated by this contract to be applicable to subcontractors.

4.4.2 Any substitution of subcontractors must be approved in writing by Town's Contract Administrator.

4.5 Independent Contractor – Neither the Town nor any of its employees shall have any direct control over the manner, mode, or means by which Consultant, its agents, or employees, perform the services required herein. Subject to Town's approval rights hereunder, Town shall have no voice in the selection, discharge, supervision, or control of Consultant's employees, servants, representatives, or agents, or in fixing their number, compensation, or hours of service. Consultant shall perform all services required herein as an independent contractor of Town and shall remain at all times as to Town a wholly independent contractor with only such obligations as are consistent with that role. Consultant shall not at any time or in any manner represent that it or any of its agents or employees are employees of Town. Town shall not in any way or for any purpose become or be deemed to be a partner of Consultant in its business or otherwise or a joint venturer or a member of any joint enterprise with Consultant.

4.6 Equipment Purchase – It is not anticipated that Consultant will purchase equipment for performance of Work under this contract. If the need to purchase equipment arises, the purchase shall be governed by these provisions.

4.6.1 Prior authorization in writing by Town's Contract Administrator shall be required before Consultant enters into any unbudgeted purchase order or subcontract exceeding \$5000 for supplies, equipment, or Consultant services. Consultant shall provide an evaluation of the necessity or desirability of incurring such costs.

4.6.2 For purchase of any item, service, or consulting work not covered in Consultant's Cost Proposal and exceeding \$5000, prior authorization by Town's Contract Administrator is required. Three (3) competitive quotations must be submitted with the request or the absence of bidding must be adequately justified.

4.6.3 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

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\$5000 or more. If the purchased equipment needs replacement and is sold or traded in, Town 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 the Town 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 Town procedures, and credit Town in an amount equal to the sale 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 Town and Consultant. If it is determined to sell the equipment, the terms and conditions of such sale must be approved in advance by Town."

4.6.4 All subcontracts in excess of \$25,000 shall contain all the provisions of this Article.

5.0 SAFETY

5.1 Consultant shall comply with OSHA regulations applicable to Consultant regarding necessary safety equipment or procedures. Consultant shall comply with safety instructions issued by the Town Safety Officer and other Town representatives. Consultant personnel shall wear hard hats and safety vests at all times while working on the Project construction site.

5.2 Pursuant to the authority contained in Section 591 of the Vehicle Code, Town has determined that certain areas within the limits of the Project 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.

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

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

6.0 INSURANCE

6.1 Insurance – Consultant shall procure from an admitted insurer and maintain, at its cost, comprehensive general liability and property damage insurance, including owned or non-owned automobile insurance, against all claims for injuries or death against persons or damages to property resulting from Consultant's act or omissions arising out of or related to Consultant's performance under this Agreement. Consultant shall also

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carry Workers' Compensation insurance in the statutory amount prescribed under State Workers' Compensation laws.

Such insurance shall be kept in effect during the term of this Agreement and shall not be subject to reduction in coverage, cancellation, or termination without thirty days prior written notice received by Town and the liability insurance shall be primary and not contributing with other insurance available to Town. The procuring of such insurance or the delivery of policies or certificate evidencing the same shall not be construed as a limitation of Consultant's obligation to indemnify the Town and its contractors or employees. The amount of insurance required hereunder for personal injury, automobile liability, and property damage shall be a combined single limit (CSL) of no less than \$1,000,000.00 per occurrence.

6.1.1 A Certificate or Certificates of Insurance evidencing the foregoing shall be delivered to and approved by the Town prior to commencement of the services hereunder. The Certificate of Insurance will provide:

- (a) That the insurer will not cancel the insured's coverage without thirty (30) days prior written notice to the Town.
- (b) That the Town, its officers, agents, employees, and servants are included as additional insureds, but only insofar as the operations under this contract are concerned.
- (c) That the Town will not be responsible for any premiums or assessments on the policy.

6.1.2 In the event Consultant's insurance coverage expires at any time or times during the term of this contract, a new Certificate of Insurance must be issued to Town evidencing insurance coverage as provided for herein, for not less than either the remainder of the term of the contract or for a period of not less than one (1) year.

6.1.3 In the event Consultant fails to keep in effect at all times insurance coverage as herein provided, Town may, in addition to any other remedies it may have, terminate this contract upon occurrence of such event.

6.1.4 "Insurance Requirements for Contractors," attached hereto as Attachment 2 was provided to bidders with the Town's RFP and is made a part of this contract.

6.2 Indemnity – Consultant shall hold harmless, indemnify, and defend at Consultant's expense the Town, its Council, servants, boards and commissions, officers, agents, representatives, and employees from and against any damages or liability (whether bodily injury, including death, property damage, and/or wrongful or negligent Work performed under this Agreement), loss, cost, or expenses arising or alleged to arise out

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of or resulting from any wrongful or negligent act or omission of Consultant or its officers, agents, employees, subcontractors, subconsultants, or representatives in the performance of, arising out of, concerning, or relating to any performance under this Agreement.

7.0 REPORTS / RECORDS / MEETINGS

7.1 Reports – Consultant shall submit progress reports to the Contract Administrator at least once a month. The reports should be sufficiently detailed for the 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 that remedies can be developed. In addition, reports are to be made available to the State and FHWA as necessary.

7.1.1 Final Report – Upon completion of Work, Consultant is to prepare and submit to the Contract Administrator a final report evidencing attainment of the Project's objectives.

7.2 Records – Consultant shall keep, and require subcontractors to keep, such books and records as shall be necessary to perform the services required by this Agreement and to enable the Contract Administrator, the State, the State Auditor, FHWA, or any duly authorized representative of the federal government to have full and free access to such books and records at all times during normal business hours of Town, including the right to inspect, copy, audit, and make records and transcripts from such records. Copies of such books and records shall be furnished if requested. Such records shall be maintained for a period of three (3) years following completion of the Work hereunder or the termination of the contract or any longer period as may be required by law, and the Town shall have access to such records in the event any audit is required.

7.3 Meetings – Consultant shall meet on a monthly basis (or more frequently if needed) with the Town's Team to provide status reports and to ensure progress. These scheduled monthly meetings will be held at the Town Hall in Apple Valley.

7.4 Subcontracts in excess of \$25,000 shall contain the provisions of this Article.

7.5 Ownership of Data

7.5.1 All drawings, specifications, reports, records, documents, and other materials prepared by Consultant, its employees, subcontractors, and agents in the performance of this Agreement shall be the property of Town and shall be delivered to Town upon request of the Contract Administrator or upon the termination of this Agreement, and Consultant shall have no claim for further employment or additional compensation as a result of the exercise by Town of its full rights of ownership of the documents and materials hereunder. Consultant may retain at its expense copies of such documents

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for its own use. All Subcontractors shall provide for transfer to Town of any documents or materials prepared by them, and in the event Consultant fails to secure such transfer, Consultant shall indemnify Town for all damages suffered thereby.

7.5.2 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.

7.5.3 Consultant is not liable for claims, liabilities, or losses arising out of or connected with the modifications or misuse by Town of the machine-readable information and data provided by Consultant under this Agreement. Further, Consultant is not liable for claims, liabilities, or losses arising out of or connected with any use by Town 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.

7.5.4 Town 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 the work for government purposes.

7.5.5 Any subcontract in excess of \$25,000 entered into as a result of this contract shall contain the provisions of this Article.

7.6 Release of Documents – The drawings, specifications, reports, records, documents, and other materials prepared by Consultant in the performance of Work under this Agreement shall not be released publicly without the prior written approval of the Contract Administrator.

7.7 Performance Evaluation of Consultant – Consultant's performance will be evaluated by Town. A copy of the evaluation ("Consultant Performance Evaluation," Attachment 3) will be sent to Consultant for comments. The evaluation together with comments shall be retained as part of the contract record.

7.8 Closeout of Consultant Contract – Town at its discretion may elect to complete the closeout of the Consultant contract after the physical rehabilitation and widening of the Bear Valley Road Bridge over the Mojave River is complete.

8.0 ENFORCEMENT OF AGREEMENT

8.1 Waiver – No delay or omission in the exercise of any right or remedy by the Town on any default shall impair such right or remedy or be construed as a waiver; Town's consent to or approval of any act by Consultant requiring Town's consent or approval shall not be deemed to waive or render unnecessary Town's consent to or approval by

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any subsequent act of Consultant. Any waiver by the Town of any default must be in writing and shall not be a waiver of any other default concerning the same or any other provision of this Agreement.

8.2 Rights and Remedies are Cumulative – Except with respect to rights and remedies expressly declared to be exclusive in this Agreement, the rights and remedies of the Town are cumulative and the exercise by the Town of one or more of such rights or remedies shall not preclude the exercise by it, at the same or different times, of any other rights or remedies for the same default or any other default by Consultant, unless provided for herein.

8.3 Termination – Town may terminate this Agreement without fault on the part of Consultant by giving at least thirty (30) days written notice to Consultant. The written notice shall specify the date of and reasons for termination. Upon receipt of such notice, Consultant may continue work on the Project through the date of termination, provided any unfinished items of Work which the Town Manager determines are necessary to be completed by Consultant shall be completed to allow the Project itself to be completed in a timely, logical, and orderly manner. Town shall pay Consultant within thirty (30) days after the date of termination of all non-objected to, approved Work performed by Consultant in accordance herewith through the date of termination.

If Consultant materially breaches the terms of this Agreement, Town shall have the following rights, which are not mutually exclusive:

- (a) Immediately terminate the Agreement with Consultant; and
- (b) Retain all materials, including documents prepared by Consultant for Town; and
- (c) Complete the unfinished Work under this Agreement with a different Consultant and charge Consultant with the difference between the cost of completion of the unfinished work herein and the amount that would otherwise be due Consultant had Consultant completed the Work; and
- (d) All other rights and remedies otherwise permitted by law.

If events occur beyond Consultant's control to complete the Project, Consultant and Town shall meet to confer and determine the best way to remedy the situation, including review of the Scope of Work and/or Schedule, or substitution of another firm if necessary, based on the provisions of this Agreement.

8.4 Governing Law / Attorneys Fees / Venue – This Agreement is to be governed by and construed in accordance with the laws of the State of California. In the event any action shall be instituted by either of the parties hereto for the enforcement of any of its

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rights or otherwise, the party in whose favor a judgment shall be rendered therein shall be entitled to recover from the other party reasonable fees of attorneys, accountants, appraisers, and expert witnesses ("litigation expenses") and costs incurred by said prevailing party in said action as may be established by the Court, as applicable. The proper venue for the filing of any such action shall be the County of San Bernardino.

8.5 Funding Requirements

8.5.1 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 Agreement were executed after that determination was made.

8.5.2 This Agreement is valid and enforceable only if sufficient funds are made available to Town for the purpose of this contract. In addition, this Agreement is subject to any additional restrictions, limitations, conditions, or any statute enacted by Congress, State Legislature, or Town governing board that may affect the provisions, terms, or funding of this contract in any manner.

8.5.3 It is mutually agreed that if sufficient funds are not appropriated, this contract may be amended to reflect any reduction in funds.

8.5.4 Town has the option to void the contract under the 30-day cancellation clause or By mutual agreement to amend the contract to reflect any reduction in funds.

9.0 CONFLICT OF INTEREST / NON-DISCRIMINATION

9.1 Conflict of Interest – Consultant warrants that it will strictly comply with all conflict of interest laws.

9.1.1 Consultant shall disclose any financial, business, or other relationship with Town that may have an impact upon the outcome of this contract or any ensuing Town construction project. Consultant shall also list current clients who may have a financial interest in the outcome of this contract or any ensuing Town construction project which will follow.

9.1.2 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 Agreement.

9.1.3 Any subcontract in excess of \$25,000 entered into as a result of this contract shall contain all of the provisions of this article.

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9.1.4 Consultant hereby certifies that neither Consultant, nor any firm affiliated with Consultant will bid on any construction contract, or on any contract to provide construction inspection for any construction project resulting from this contract. An affiliated firm is one, which is subject to the control of the same persons through joint-ownership, or otherwise.

9.1.5 Except for subconsultants whose services are limited to providing surveying or materials testing information, no subconsultant who has provided design services in connection with this contract shall be eligible to bid on any construction contract, or on any contract to provide construction inspection for any construction project resulting from this contract.

9.2 Covenant Against Discrimination – Consultant covenants that, by and for itself, its heirs, executors, assigns, and all persons claiming under or through them, that there shall be no discrimination against or segregation of any person or group of persons on account of race, color, creed, religion, sex, marital status, national origin, or ancestry in the performance of this Agreement. Consultant shall take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their race, color, creed, religion, sex, marital status, national origin, or ancestry.

10.0 SUBCONTRACTORS

10.1 Subcontractors

10.1.1 Nothing contained in this Agreement or otherwise, shall create any contractual relation between the Town and any subcontractors, and no subcontract shall relieve Consultant of his/her responsibilities and obligations hereunder. Consultant agrees to be as fully responsible to Town for the acts and omissions of its subcontractors 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 subcontractors is an independent obligation from Town's obligation to make payments to Consultant.

10.1.2 Any subcontract in excess of \$25,000 entered into as a result of this Agreement shall contain all the provisions stipulated in this Agreement to be applicable to subcontractors.

10.1.3 Consultant shall pay its subcontractors within ten (10) calendar days from receipt of each payment made to the Consultant by Town.

10.1.4 Any substitution of subcontractors must be approved in writing by Town's Contract Administrator in advance of assigning work to a substitute subcontractor.

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11.0 MISCELLANEOUS PROVISIONS

11.1 Notice – All notices and communications regarding interpretation of the terms of this contract and changes thereto, shall be effected by registered or certified mail, return receipt requested, postage prepaid to:

Consultant: Elizabeth Diamond
Dokken Engineering, Inc.
110 Blue Ravine Road, Suite 200
Folsom, CA 95630

Town: Town Manager
Attn: Brad Miller, Town Engineer
Town of Apple Valley
14955 Dale Evans Parkway
Apple Valley, CA 92307

Any other notice, demand, request, document, consent, approval, or communication either party desires or is required to give to the other party or any other person shall be in writing and either served personally or sent by prepaid, first-class mail to the above parties at the addresses indicated.

Either party may change its address by notifying the other party of the change of address in writing.

Notice shall be deemed communicated at the time personally delivered or seventy-two hours from the time of mailing if mailed as provided in this Section.

11.2 Integration – It is understood that there are no oral agreements between the parties hereto affecting this Agreement and this Agreement supersedes and cancels any and all previous negotiations, arrangements, agreements, and understandings, if any, between the parties, and none shall be used to interpret this Agreement.

11.3 Amendment – This Agreement may be amended at any time by the mutual consent of the parties by an instrument in writing. Consultant shall only commence work covered by an amendment after the amendment is executed and notification to proceed has been provided by Town's Contract Administrator.

11.4 Severability – In the event that any one or more of the phrases, sentences, clauses, paragraphs, or sections contained in this Agreement shall be declared invalid or unenforceable by a valid judgment or decree of a court of competent jurisdiction, such invalidity or unenforceability shall not effect any of the remaining phrases, sentences, clauses, paragraphs, or sections of this Agreement which are hereby declared as severable and shall be interpreted to carry out the intent of the parties hereunder unless

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the invalid provision is so material that its invalidity deprives either party of the basic benefit of their bargain or renders this Agreement meaningless.

11.5 Authority of Persons Executing Agreement – Consultant, in executing this Agreement on its behalf, warrants that (i) it is duly organized and existing, (ii) it is duly authorized to execute and deliver this Agreement on its behalf, (iii) by so executing this Agreement, Consultant is formally bound to the provisions of this Agreement, and (iv) the entering into this Agreement does not violate any provision of any other agreement to which Consultant is bound.

11.6 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, Town 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. A “Certification of Consultant” signed by Consultant has been attached hereto as Exhibit F (10-F).

11.7 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 within the immediately preceding two-year period against Consultant 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.

11.8 Statement of Compliance – 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.

11.9 Debarment and Suspension Certification

11.9.1 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 49, Code of Federal Regulations, Part 29, Debarment and Suspension Certificate, 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;

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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 the Town.

11.9.2 Exceptions will not necessarily result in denial of recommendation for award, but will be considered in determining Consultant's responsibility. Disclosures must indicate to whom exceptions apply, initiating agency, and dates of action.

11.10 State Prevailing Wage Rates

11.10.1 Consultant shall comply with the State of California's General Prevailing Wage Rate requirements in accordance with California Labor Code, Sections 1770-1781, and all federal, State, and local laws and ordinances applicable to the Work.

11.10.2 Any subcontract entered into as a result of or as part of this contract, if for more than \$1,000 for public works construction; or more than \$25,000 (or \$15,000 if the project is for alteration, demolition, repair, or maintenance work) if an approved labor compliance program is initiated and enforced by the Town pursuant to Labor Code Section 1771.5, shall require the payment of the general prevailing rate of wages to any workman employed on public work, and compliance with all provisions of this Article, including without limitation the prevailing wage statutes and other and related laws applicable to the Work.

11.11 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 Town employee. For breach or violation of this warranty, Town 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. A "Certification of Local Agency" signed by Town has been attached hereto as Exhibit F (10-G).

11.12 Prohibition of Expending Local Agency, State, or Federal Funds for Lobbying

11.12.1 Consultant certifies to the best of his or her knowledge and belief that:

- (a) No State- federal- or local agency-appropriated funds have been paid, or will be paid by or on behalf of Consultant to any person for influencing or attempting to influence an officer or employee of any State or federal agency; a Member of the State Legislature or United States Congress; an officer or employee of the Legislature or Congress; or any employee of a Member of the Legislature or Congress, in connection with the awarding of any State or federal contract; the making of any State or federal grant; the making of any

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State or federal loan; the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any State or federal contract, grant, loan, or cooperative agreement.

- (b) If any funds other than federal- appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any federal agency; a Member of Congress; an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, Consultant shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

11.12.2 This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, US Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

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

12.0 DISPUTE RESOLUTION

12.1 Town Governing Board

12.1.1 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 the Town's Contract Manager and Director of Economic and Community Development, who may consider written or verbal information submitted by Consultant.

12.1.2 Not later than thirty (30) days after completion of all Work under the contract, Consultant may request review by the Town Governing Board of unresolved claims or disputes, other than audit. The request for review will be submitted in writing.

12.1.3 Neither the pendency of a dispute, nor its consideration by the Town Governing Board will excuse Consultant from full and timely performance in accordance with the terms of this contract.

12.2 Mediation

12.2.1 If the parties are unable to reach agreement via the Town's Governing Board, both parties agree that claims, disputes, or other matters in question between the parties

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to this Agreement arising out of or relating to this Agreement or breach thereof shall be subject to mediation unless both sides agree to forego mediation and go to arbitration.

12.2.2 Neither the pendency of a dispute, nor its consideration by mediation will excuse Consultant from full and timely performance in accordance with the terms of this contract.

12.3 Arbitration

12.3.1 If the parties are unable to reach agreement via the Mediation, claims, disputes or other matters in question which are solely between the parties to this Agreement arising out of or relating to this Agreement or breach thereof shall be subject to and decided by arbitration in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association currently in effect unless the parties mutually agree otherwise.

12.3.2 Demand for arbitration shall be filed in writing with the other party to this Agreement and with the American Arbitration Association. A demand for arbitration shall be made within a reasonable time after the claim, dispute, or other matter in question has arisen. In no event shall the demand for arbitration be made after the date when institution of legal or equitable proceedings based on such claim, dispute, or other matter in question would be barred by the applicable statutes of limitations.

12.3.3 No arbitration arising out of or relating to this Agreement shall be required if it is necessary for a complete resolution to include, by consolidation, joinder, or in any other manner, an additional person or entity not a party to this Agreement, except by written consent containing a specific reference to this Agreement signed by Consultant's signatory and any other person or entity shall sought to be joined. Consent to arbitration involving an additional person or entity shall not constitute consent to arbitration of any claim, dispute, or other matter in question not described in the written consent or with a person or entity not named or described therein. The foregoing agreement to arbitrate and other agreements to arbitrate with an additional person or entity duly consented to by the parties to this Agreement shall be specifically enforceable in accordance with applicable law in any court having jurisdiction thereof.

12.3.4 Neither the pendency of a dispute, nor its consideration by arbitration will excuse Consultant from full and timely performance in accordance with the terms of this contract.

12.4 Audit Review Procedures

12.4.1 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 the Town's Chief Financial Officer.

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12.4.2 Not later than thirty (30) days after issuance of the final audit report, Consultant may request a review by Town's Chief Financial Officer of unresolved audit issues. The request for review will be submitted in writing.

12.4.3 Neither the pendency of a dispute nor its consideration by Town will excuse Consultant from full and timely performance in accordance with the terms of this contract.

12.4.4 Consultant and subconsultants' contracts, including cost proposals and indirect cost rates (ICR), are subject to audits or reviews such as, but not limited to, a Contract Audit, an Incurred Cost Audit, an ICR Audit, or a certified public accountant (CPA) ICR Audit Workpaper Review. If selected for audit or review, the contract, cost proposal and ICR and related workpapers, if applicable, will be reviewed to verify compliance with 48 CFR, Part 31 and other related laws and regulations. In the instances of a CPA ICR Audit Workpaper Review it is Consultant's responsibility to ensure federal, state, or local government officials are allowed full access to the CPA's workpapers. The contract, cost proposal, and ICR shall be adjusted by Consultant and approved by Town contract manager to conform to the audit or review recommendations. Consultant agrees that individual terms of costs identified in the audit report shall be incorporated into the contract by this reference if directed by Town at its sole discretion. Refusal by Consultant to incorporate audit or review recommendations, or to ensure that the Federal, State, or local governments have access to CPA workpapers, will be considered a breach of contract terms and cause for termination of the contract and disallowance of prior reimbursed costs.

13.0 UNAVOIDABLE DELAYS AND EXTENSIONS

13.0 Circumstances are not contemplated that would cause unavoidable delays in Engineering and Environmental Services; however, if such circumstance should occur, Town and Consultant will meet to determine a revised Scope of Work and timeline and to consider corresponding warranted adjustment in payment.

14.0 ADDITIONAL PROVISIONS

14.1 Where there is a doubt as to whether a provision of this document is a covenant or a condition, the provision shall carry the legal effect of both. Should the Town choose to excuse any given failure of Consultant to meet any given condition, covenant or obligation (whether precedent or subsequent), that decision will not be or have the legal effect of, a waiver of the legal effect in subsequent circumstances of either that condition, covenant or obligation or any other found in this document. All conditions, covenants and obligations continue to apply no matter how often the City may choose to excuse a failure to perform them.

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14.2 Except where specifically stated otherwise in this document, the promises in this document benefit the Town and the Consultant only. They are not intended to, nor shall they be interpreted or applied to, give any enforcement rights to any other person (including corporate) which might be affected by the performance or non-performance of this Agreement, nor do the parties hereto intended to convey to anyone any legitimate claim of entitlement with the meaning and rights that phrase has been given by case law.

14.3 All attachments and exhibits attached to this Agreement are incorporated herein by this reference.

15.0 AGREEMENT

15.0 The two parties to this Agreement who are the before-named Consultant and the before-named Town, hereby agree that this Agreement constitutes the entire agreement 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 agrees to diligently perform in accordance with the terms and conditions of this Agreement as evidenced by the signatures below.

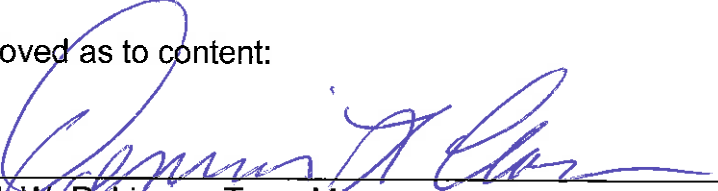
[SIGNATURES ON THE FOLLOWING PAGE]

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REHABILITATION AND WIDENING PROJECT**

IN WITNESS WHEREOF, the parties have executed and entered into this Agreement as of the date stated below for execution.

TOWN OF APPLE VALLEY

Approved as to content:



Frank W. Robinson, Town Manager
*Dennis Cron, Assistant Town Manager -
Municipal Operations*

3/12/14

Date

Approved as to form:




John Brown, Town Attorney

03/11/2014

Date

Attest:



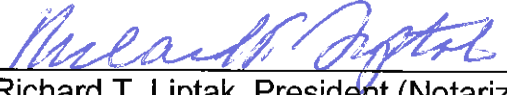
La Vonda M-Pearson, Town Clerk

3-11-2014

Date

DOKKEN ENGINEERING, INC.

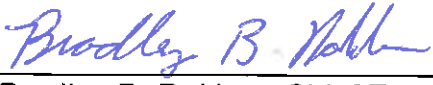
By:



Richard T. Liptak, President (Notarized)

3/5/14

Date



Bradley B. Dokken, Chief Financial Officer (Notarized)

3/5/2014

Date

State of California)
County of Sacramento)

CALIFORNIA ALL-PURPOSE CERTIFICATE OF ACKNOWLEDGMENT

On 3/5/2014 before me, Camran Sadeghi, Notary Public,
(here insert name and title of the officer)

personally appeared Richard T. Liptak and Bradley B. Dokken

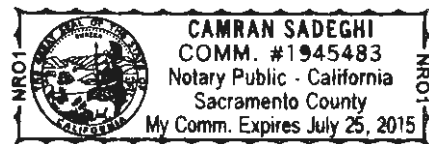
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the
State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature

Camran Sadeghi



(Seal)

OPTIONAL INFORMATION

Although the information in this section is not required by law, it could prevent fraudulent removal and reattachment of this acknowledgment to an unauthorized document and may prove useful to persons relying on the attached document.

Description of Attached Document

The preceding Certificate of Acknowledgment is attached to a document
titled/for the purpose of Engineering Contract for Bear Valley
Road Bridge (over the Mojave River) Rehab. & Widening
containing _____ pages, and dated _____

The signer(s) capacity or authority is/are as:

- ☐ Individual(s)
☐ Attorney-in-Fact
☒ Corporate Officer(s) President
Title(s) Chief Financial Officer
☐ Guardian/Conservator
☐ Partner - Limited/General
☐ Trustee(s)
☐ Other: _____

representing: Dokken Engineering
Name(s) of Person(s) or Entity(ies) Signer is Representing

Additional Information

Method of Signer Identification

Proved to me on the basis of satisfactory evidence:
☐ form(s) of identification ☐ credible witness(es)

Notarial event is detailed in notary journal on:
Page # _____ Entry # _____

Notary contact: _____

Other

☐ Additional Signer(s) ☐ Signer(s) Thumbprint(s)

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List of Exhibits:

- A. Work Plan (Scope of Work & Deliverables)
- B. Payment Schedule with Exhibits 10-H
- C. Supplemental Provisions for Federal-Aid Projects
- D. Schedule
- E. Caltrans LAPM DBE Exhibits:
 - Exhibit 10-I Notice to Proposers DBE Information
 - Exhibit 10-J Standard Contract Provisions for Sub/DBE Participation
 - Exhibit 10-O1 Consultant Proposal DBE Commitment
 - Exhibit 10-O2 Consultant Contract DBE Information
- F. Certifications of Consultant & Local Agency:
 - Exhibit 10-F Certification of Consultant Commissions & Fees
 - Exhibit 10-G Certification of Local Agency

List of Attachments:

- 1. Request For Proposal
- 2. "Insurance Requirements for Contractors"
- 3. "Consultant Performance Evaluation" (LAPM Exhibit 10-S)
- 4. "Final Report-Utilization of Disadvantaged Business Enterprises (DBE), First-Tier Subcontractors" (LAPM Exhibit 17-E)

EXHIBITS

EXHIBIT A

SCOPE OF WORK

BEAR VALLEY ROAD BRIDGE OVER MOJAVE RIVER REHABILITATION & WIDENING

November 11, 2013

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EXHIBIT A

SCOPE OF WORK

BEAR VALLEY ROAD BRIDGE OVER MOJAVE RIVER REHABILITATION & WIDENING

November 11, 2013

The following Scope of Work outlines the tasks the Dokken Engineering Team will perform to deliver the Bear Valley Road Bridge Rehabilitation and Widening project to construction. The goal of the project is to address the current functionally obsolete and structurally deficient features of the existing bridge and to add a Class I path. The resultant facility would have six lanes of traffic, shoulders, a median, a Class I path along the north side of the facility, and sidewalk along the south side. It would have a bridge sufficiency rating greater than 80 when completed.

Phase I of the Scope of Work will evaluate and analyze the existing structure to validate the widening scheme, or make recommendations for an alternate course. Work will not proceed on Phase II or III of the Scope of Work until the Town has concurred with the outcome of Phase I and secured the funding necessary for those subsequent phases. It is anticipated Highway Bridge Program (HBP) funds will be the primary funding source for planning, design, and construction.

PHASE I – BRIDGE CONDITION ANALYSIS AND EVALUATION

The Phase I (Bridge Condition Analysis and Evaluation) Scope of Work is intended to evaluate and analyze the conditions of the existing bridge and develop feasible solutions for widening and rehabilitating the structure. The results of the Bridge Analysis will result in a recommended build alternative to be used for the advancement of Phase II – Project Approval & Environmental Document.

Task 1 Project Management

Task 1.1 Project Management/Agency Coordination

Project management includes regular in-person meetings, deliveries, presentation of work products, development and monitoring of action items, monthly progress reports, work progress monitoring, budget monitoring, extensive communication, and coordination.

Coordination & PDT Meetings - Dokken Engineering will coordinate and hold monthly PDT meetings at the location of the Town's choosing. The Dokken Engineering Project Manager will facilitate the meeting and have any specialty engineering personnel needed present to inform the Town of project issues. Agendas will be prepared for the meeting and minutes will be provided to the Town after the meeting.

Action Item List - Dokken Engineering will prepare and update an Action Item List of all deliverables for the project.

Project Schedule - Dokken Engineering will prepare and maintain a milestone schedule for the project and to track tasks throughout Phase I of the project. If necessary, the milestone schedule will be updated for each PDT meeting or as requested by the Town.

Quality Assurance and Quality Control – Dokken Engineering will provide QA/QC on all deliverables and scheduled tasks. Dokken Engineering will submit plans, calculations, reports, etc. to interested agencies (Town of Apple Valley, Caltrans, etc.) that may need to review such documents at appropriate times during the project development and approval process. Dokken Engineering will maintain coordination with these interested agencies.

The level of effort of this task is based on an eight month schedule for Phase I and the tasks included in this Phase.

Task 1.2 Funding Assistance

Dokken Engineering will prepare an HBP funding application with supporting documentation for the remaining Preliminary Engineering (PA&ED and PS&E) phase of the project. It will be provided to the Town for review and approval and submittal to Caltrans. Follow-up with Caltrans, in coordination with the Town, will be provided, including application modifications.

SCOPE OF WORK
BEAR VALLEY ROAD BRIDGE OVER MOJAVE RIVER REHABILITATION & WIDENING

In preparing the Highway Bridge Program (HBP) Preliminary Engineering (PE) application, Dokken Engineering will assist the Town in exploring the use of potentially available bicycle and pedestrian facility grant funds for the addition of the Class I Path as a flexible match for the HBP funds. Work will include meeting with funding agencies such as SANBAG and Caltrans and laying the necessary ground work to allow the funding as part of the HBP application for construction funds (see *Funding Assistance and Project Approval Tasks* in Phase III).

Dokken Engineering will also be available to assist the Town in securing other funds that might become available for the project. This extra work would be done on a time and material basis as approved by the Town in advance.

Task 1 Deliverables: Meeting Agendas, Meeting Minutes, Project Schedule with Updates, HBP Applications for PE

Task 2 Bridge and Site Evaluation

Task 2.1 Research of Existing Records & Potholing

Dokken Engineering will conduct research of existing records and assemble existing mapping to aid in the development of the project. Dokken Engineering will research the Bridge Inspection Reports and all other applicable agency records as needed, including but not limited to as-builts of the existing bridges, frontages of adjacent properties and utility facilities. Utility companies will be sent "A" Letters requesting the locations of their existing facilities. Dokken Engineering, in conjunction with the Survey work in Phase II, Task 2.2, will layout and identify underground improvements, easements, centerline, right of way, adjacent parcel lines, and all existing surface improvements.

Dokken Engineering will research and coordinate with utility companies with existing or proposed new facilities within the project vicinity and perform necessary potholing related to the project improvements. It is assumed that no more than ten potholes will be required to an average depth of six feet. The A/B/C letter process will be utilized with the B and C components continued under Phase III, Task 2.3.

Dokken Engineering's Hydrology/Hydraulics subconsultant, WRECO, will review the pertinent data, including any previous studies by the U.S. Army Corps of Engineers and FEMA for the Mojave River in the Project Vicinity. They will also conduct a field reconnaissance to assess the existing conditions in vicinity of the Project site. They will informally provide the necessary hydraulic data to the Project Team to aid in the alternatives analysis and cost estimating. The Preliminary Hydraulic/Hydrology Assessment Memorandum will be prepared in Phase II, Task 2.2.

Task 2.2 Topographic Survey and Right of Way Base Map

Dokken Engineering, through its Survey subconsultant, Aguirre & Associates, will obtain and prepare topographic, survey and right-of-way base mapping for the project. Research of record survey information with the Town and County Surveyor's office will be performed. Horizontal and vertical control based on local first order monumentation and a supplementary horizontal control network will be established throughout the project area based on the California State Plane Coordinate System, NAD83. Third order or better vertical control shall be established for ground surveys in terms of the North American Vertical Datum of 1929 or as directed by the Town of Apple Valley. Aguirre & Associates will also set at least four (4) aerial targets and perform an RTK GPS control survey to establish coordinates and elevations on the targets for aerial mapping within the project mapping limits.

Aguirre & Associates will coordinate flyover photogrammetry for the aerial mapping. Digital aerial mapping will be prepared for the project area sufficient to complete the project design. The mapping will be prepared in Caltrans format and will be provided in English units at a scale of 1" = 20' for the bridge and roadway approach area contained within the project limits with 1-foot contour intervals. Approach ground shots and cross sections at 50' stationing and full intersection spot shots are also to be provided. A total of 2 cross sections will be provided on the bridge. Mojave River cross section will be collected using GPS RTL survey methods for a total of 2 upstream and 2 downstream sections. The mapping area for the bridge will be 400' x 2500'. The mapping width along Bear Valley Road will be 300 feet. Aguirre & Associates will deliver the aerial mapping in Microstation readable format (.dgn or .dwg). A digital color ortho-photo will be delivered with aerial mapping.

Task 2.3 Preliminary Geotechnical Investigation

Dokken Engineering, with their geotechnical subconsultant, Geocon, will perform geologic mapping to determine/review new support locations for the alternatives. This mapping will provide detail into the types and limits of any remediation work which may be required. The mapping will also identify good locations for new foundation elements, which will allow the

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bridge engineer to accurately determine the length and cost of any new alternative which requires widening or replacing the existing bridge.

A Seismic Hazards Analysis will be performed to identify the controlling faults at the site and establish the Moment Magnitude (Mw) of the design earthquake event and the Peak Ground Acceleration predicted at the site and evaluate risk of liquefaction based on existing subsurface information (As-built LOTBs). This analysis will identify any seismic hazards which may impact the design of the alternatives. The project site is located 1.9 miles from a splay of the North Frontal Thrust Fault System.

A Preliminary Geotechnical Memorandum will be prepared to summarize and provide preliminary recommendations for the foundations for the proposed alternatives.

Task 2.4 Bridge Condition Assessment

Dokken Engineering will inspect the bridge to document deterioration of the existing concrete members. This will primarily consist of a visual assessment performed by the structural engineering team for the project. The visual inspection will be supplemented by sounding of accessible concrete members and coring of the deck at locations identified as being potentially deteriorated based on the Caltrans Bridge Inspection Reports and our visual inspection of the deck and soffit. The inspection will include the railings, deck, girders, piers and the abutments. Deterioration will be noted on the as-built field drawings and photos will be taken of typical conditions.

Geocon will take nine (9), 4-inch diameter thin wall cores from accessible areas of the bridge deck. The cores will be patched with Set 45. Six (6) of the cores will be tested for compressive strength and a petrographic study will be conducted on three (3) cores. The petrographic study is a close-up study of the concrete to identify potential deleterious mechanisms in the concrete, such as alkali-silica reaction (ASR), which is a reaction that causes concrete to crack. The condition assessment and core test results will be summarized and provided to the Town in a memorandum format and incorporated into the Preliminary Engineering Report.

Based on a preliminary review of all existing Bridge Inspection Reports, our site visits, and in consideration of the considerable expense and traffic disruption involved in removing the existing AC overlay as a separate project (development of plans and specifications, bidding, traffic control, project oversight and actual AC removal) we propose that removal of the AC overlay for investigative purposes only be done if the information derived from the concrete cores is inconclusive or shows conditions in some areas beyond moderate crackling. The cost of preparing contract documents for the AC removal is included in this proposal, but would be used only if said removal were deemed necessary based on the cores. If deemed necessary, Dokken Engineering will prepare plans, specifications and estimate for the Town's use in retaining a Contractor to do the removal work. This will include traffic control plans and hour of operation limitations. It is anticipated much of this work will need to be done during off peak traffic hours (nights and weekends) with partial roadway closures. The cost of the overlay and chip seal removal is not a part of this Scope of Work. Dokken Engineering will coordinate our inspection work with the Town and their contractor to minimize lane closures. If needed, time (three months) would be added to the schedule for the Town to obtain competitive quotes, mobilize a contractor, and complete the grinding and restriping.

Task 2.5 Bridge Capacity Evaluation

Dokken Engineering will evaluate the existing bridge element capacities for comparison to seismic, strength, and service load demands. The existing bridge will be analyzed per seismic parameters developed in the *Preliminary Geotechnical Investigation*. The acceleration at the site appears to be 0.6g based upon the 1997 Seismic Retrofit Plans. This value will be verified in light of the recently updated Caltrans Seismic Hazards Map and Seismic Design Criteria, Version 1.7. Dokken Engineering will use SAP finite element or similar software to evaluate the demands on the existing structure. Capacity checks on the existing bridge will include at a minimum:

- Seismic capacity of abutments and wing walls
- Pier wall capacity
- Deck capacity
- T-beam capacity
- Hinge capacity
- Capacity of the existing slab to be widened
- Pile foundations subject to potential liquefaction

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Task 2.6 Traffic Analysis

Task 2.6.1 Meeting Attendance

Fehr & Peers will attend up to two meetings as part of this project. It is anticipated one initial meeting to finalize the scope of the traffic assessment, and a second meeting to present the results of the analysis. Additional meetings, workshops, or hearings will be attended on a time and materials basis according to billing rate schedule.

Task 2.6.2 Data Collection/Existing Conditions

Fehr & Peers will collect existing data in the study area, including any recent traffic counts on roadway segments and at intersections. Additionally, three years of accident data in the study area will be obtained. Work includes peak period intersection turning movement counts on a typical weekday during the morning and evening peak two hour period at the following two study intersections. Vehicle classification counts will be collected over a three day period to establish the presence of heavy vehicles along this corridor. Counts will be collected when the Victor Valley Community College is in session, as that has significant impact on traffic through the corridor.

Study Intersections

1. Bear Valley Road/Industrial Boulevard
2. Bear Valley Road/Ridgecrest Road

Vehicle Classification Count

1. Bear Valley Road – Between Industrial Boulevard and Ridgecrest Road

Fehr & Peers has budgeted one day to collect field data, including identifying existing lane configurations in the study area and locations of bicycle facilities in the study area. This information, combined with the count data collected at the study intersections, will be used to evaluate existing levels of service at the study intersections. We will evaluate the facilities using the Synchro/SimTraffic 6 software package. SimTraffic is recommended for this project so that queuing through the study corridor can be evaluated.

In addition to levels of service, Fehr & Peers will report additional performance measures, such as demand served and travel time through the study corridor.

Task 2.6.3 Travel Demand Forecasts

Fehr & Peers will use either the SANBAG's County wide model (SBTAM), the VVAT or the SCAG travel demand forecasting model (depending on guidance received from the PDT) to develop the following forecasts for the Design Year (consistent with a 20-year design horizon). The future forecasts will be adjusted using state of the practice methodologies as identified in the NCHRP 255 report.

Please note that, prior to utilizing the model, Fehr & Peers will review the model to determine how accurate it is for developing forecasts in the study area. Additionally, how well the model responds to changes in land use and changes to roadway network in the study area will be reviewed. In addition to verifying roadway improvements and land use within the model, necessary adjustments to the model to develop a design year forecast horizon will be made (this is typically accomplished by increasing growth in zones proportionate to grow from the current forecast horizon to the one required for the infrastructure project), depending on the forecast horizon for the model used in this assessment.

Fehr & Peers will also review model assumptions with the Town to verify their applicability. Specifically, roadway improvement assumptions and land use assumptions to verify that all reasonably foreseeable projects that could affect the project's design are accounted for will be reviewed.

Once the forecasts are developed, linear interpolation will be used to develop Construction Year forecasts.

Task 2.6.4 Finalize Operations Assessment

Fehr & Peers will utilize the updated forecasts using the methodologies described above to evaluate the study facilities and assist in finalizing the design alternatives. In addition to Level of Service, appropriate lane configurations, turn lane storage lengths, and traffic control devices in the study area recommendations.

Our scope of work includes assessment of up-to two design alternatives.

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Task 2.6.5 Construction Phasing Assessment

Fehr & Peers will assist in evaluating construction phasing alternatives for the project. Specifically, travel demand model and our simulation model will be used to assist in developing a construction mitigation plan. This plan could consist of identifying hours of operation for construction activities, limiting lane closures to time periods when the College is not in session, or identifying potential parallel alternatives that could be used as bypasses during construction (this focus will also identify if the parallel routes are low water crossings or actual bridges, as that could affect the time of year the parallel route could be utilized).

Task 2.6.6 Documentation

Fehr & Peers will prepare the following documentation as part of this project:

1. *Assumptions memorandum documenting methodology and assumptions*
2. *Forecasting memorandum documenting the forecasting results*
3. *Traffic Operations Analysis Report*

Fehr & Peers will prepare a traffic analysis memorandum summarizing the existing traffic demands on Bear Valley Road in the project vicinity, analyze seasonal traffic, and analyze stage construction traffic for two alternatives. Additional traffic studies will be required for final design efforts.

Task 2 Deliverables: **Topographic Surveys, Aerial, and Right of Way Base Mapping; Preliminary Geotechnical Memorandum; Plans, Specifications, and Estimate for overlay/chip seal removal (if needed); Technical Memorandum Summarizing Bridge Condition Assessment and Bridge Capacity Evaluation, Traffic Assumptions Memorandum, Forecasting Memorandum, and Traffic Analysis Report.**

Task 3 Preliminary Alternative Development & Analysis

Task 3.1 Develop and Evaluate Alternatives

Based on the results of Phase I, Tasks 2.1 through 2.6, Dokken Engineering will develop two alternatives for widening of the existing structure. The alternatives will include information related to rehabilitation needs, utility and right-of-way conflicts, traffic staging and impacts, construction duration and cost. The alternatives will be presented to the Town and other interested stakeholders. Changes will be made based on feedback. A final preferred alignment drawing will be prepared which will serve as the basis for the proposed project description for the environmental studies.

Task 3.2 Bridge Advance Planning Studies

A bridge Advance Planning Study (APS) will be developed for each of the two widening and rehabilitation alternatives developed to aid in selecting an alignment and structure type and to be used as a basis for the environmental studies and geotechnical field work in subsequent phases. The studies will take into consideration foundation requirements, clearance requirements, cost, ease of construction and aesthetics. The bridge APS will present the proposed structure in plan, elevation, and typical section views. The seismic retrofit strategy will be included. The bridge APS will be prepared in accordance with Caltrans standards and procedures.

Task 3 Deliverables: **Alternative Analysis Report and Bridge APS**

Task 4 Preliminary Environmental Investigations

Task 4.1 Preliminary Environmental Study (PES) Form

A draft PES Form will be prepared and a field visit scheduled with the Town of Apple Valley and Caltrans District 8. The draft PES Form will be sent for review by the Town and Caltrans. The PES form will outline the recommended federal environmental documentation, technical studies, surveys, approvals, agency coordination, and permits required for the bridge and roadway project. The Town will review the PES form prior to submitting to Caltrans for signature and prior to initiating technical studies.

Task 4 Deliverables: **PES Form**

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PHASE II – PROJECT APPROVAL AND ENVIRONMENTAL DOCUMENT (PA&ED)

Task 1 Project Management/Agency Coordination

Task 1.1 Project Management/Agency Coordination

This task will continue the project management activities described in Phase I, Task 1.1. The level of effort of this task is based on an 18 month schedule for Phase III and the tasks included in this Phase.

Task 1.2 Funding Assistance

Dokken Engineering will prepare an HBP funding application with supporting documentation for the Right of Way Phase of the project.

Task 1 Deliverables: **Meeting Agendas, Meeting Minutes, Project Schedule with Updates,
HBP Application for Right of Way**

Task 2 Preliminary Engineering

Task 2.1 Geotechnical Investigation

Field investigations and borings at the proposed foundation locations and other key locations based on the preferred project alignment will be performed. This information will be analyzed and used to create the Structure Foundation Report, make recommendations for cut/fill slopes, retaining walls, roadway structural sections, and to prepare a comprehensive geotechnical design report. Information from the Preliminary Geotechnical Memorandum will be incorporated into this report. Dokken Engineering will also obtain the necessary Encroachment Permits to perform the project geotechnical field investigations.

Task 2.1.1 Field Borings and Laboratory Analysis

For the subsurface exploration program, the following work will be performed:

- Mark out all boring locations in white paint and call USA ALERT a minimum of 72-hours prior to the beginning of drilling so all underground utility locations can be marked and boring locations adjusted for conflicts with the existing utilities.
- Drill twelve (12) bridge related borings to a maximum depth of 100-feet below existing grade, one (1) at each abutment and one at each pier location. From previous work in the area, the site is expected to be underlain by 30- to 50-feet of recent alluvium (loose to medium dense sands) with older consolidated alluviums (dense to very dense silty sands) beneath.
- For the proposed new roadway sections, drill two (2) soil borings to ten (10) feet in depth.
- We anticipate shallow groundwater in the borings for the bridge, therefore, they will be drilled using mud rotary with either a track or balloon-tired all terrain drill rig. The roadway borings are anticipated to be dry due to the shallow depths and can be drilled with hollow-stem drilling methods.
- All of the soils encountered in the borings will be continually logged by an engineer or geologist as the drilling progresses. Bulk and slightly to moderately disturbed soil samples will be recovered for visual identification and laboratory testing.
- The recovered soil samples will be brought to a laboratory for testing. The tests will include, but not limited to, moisture/density, sieve analyses (with and without hydrometer), Atterberg Limits, corrosion, Expansive Index, UU triaxial shear, Resistance value (R-Value), sand equivalent, compaction (modified proctor), Direct Shear, unconfined compression. The actual soil tests performed will be determined after the results of the field investigation and laboratory samples are visually classified to better characterize the encountered soils.

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Task 2.1.2 Structure Foundation Report

A Structure Foundation Report will be completed in accordance with *Caltrans Structure Foundation Reports, V.2.0*. The report will include a general project description, description of the field work, Boring Location Plan, Log of Test Borings (LOTB), and the results of the field and laboratory testing.

The report will include the following:

- Site geology and a description of the subsurface soil and groundwater conditions;
- Geologic profile and engineering parameters which will be used for the design of the new structure foundations and approaches;
- A seismic study which will provide the peak bedrock acceleration (PBA) and maximum credible earthquake (MCE) event to determine the appropriate spectral acceleration curve from the *Caltrans Seismic Design Criteria, V.1.6*;
- A liquefaction evaluation of the site will be performed and methods of remediation will be evaluated;
- The report shall incorporate the hydraulic findings and scour predictions and will be used to design the proposed structure foundations accordingly;
- A corrosion evaluation will be performed to determine the corrosivity of the site soils and recommendations will be provided; and,
- Foundation types will be recommended based upon the results of the seismic study, scour findings, constructability considerations, and cost and corrosion evaluations.

Task 2.1.3 Roadway Materials Report

A Roadway Materials Report for the approach roadways and any standard plan structures will be prepared in accordance with Caltrans Test Method (CTM) 130. The report will include a general project description, boring location plan, copies of the Boring Logs, and the results of field and laboratory testing.

The report will also provide the following:

- Summary of the existing facilities, pavement cores, and soils encountered in the borings;
- Cut and fill requirements and any special issues regarding groundwater, difficult excavation, expansive soils or other hazards identified in the borings;
- Slope stability analyses will be performed on all the new slopes and recommendations for construction will also be included;
- Recommendations for the reuse of excavated materials and volumes of such (swell and/or shrinkage factors to be applied) and the quantity of import/export fill will be estimated;
- Based upon the results of the corrosion testing, recommendations for utilities and buried metal conduits will be included; and,
- New structural pavement sections and recommendations for connecting into the existing pavement sections will be included.

Task 2.2 Preliminary Hydraulic/Hydrology Assessment

WRECO will provide the Project Team the necessary hydraulic data needed to complete the PA & ED phase of the project. The following analysis and reports will be performed and completed.

Task 2.2.1 Preliminary Hydraulic and Scour Analysis

WRECO will perform the hydraulic analysis for the Mojave River at the proposed Project site to determine the flow characteristics of the design peak flows for the proposed bridge design alternatives. WRECO will apply the USACE's HEC-RAS computer model using the surveyed cross-sections from the Project Team. Key hydraulic information developed

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from the modeling efforts include water surface elevations (flow depths) and flow velocities. The analyses will be performed for both the existing and proposed conditions.

WRECO will perform the bridge scour analysis to determine the scour potential for various proposed bridge design alternatives. When necessary, WRECO will provide preliminary recommendation on the potential countermeasures. As part of the study, WRECO will perform the hydro-geomorphic (channel stability/lateral migration) assessment of the Mojave River.

Task 2.2.2 Preliminary Storm Water Data Report

WRECO will prepare a PA & ED-level Storm Water Data Report (SWDR) summarizing the general Project impacts to water quality, general mitigation measures, and recommended Best Management Practices (BMPs).

Task 2.3 35% Roadway Plans and Estimate

Dokken Engineering will prepare the 35% design for the preferred alignment with plan and profile drawings, cross-sections, and calculations to support the design. The 35% plans will be reviewed independently to ensure overall high quality of the submittal. Dokken Engineering's quality control involves a continuous process of review at all levels to ensure accuracy, completeness, and adherence to standards. The plan set shall include:

- Title Sheet and Location Map
- Plans and Profiles
- Contour Grading
- Pavement Delineation
- Staged Construction Concepts
- Existing and Proposed Right of Way
- Typical Sections
- Drainage Layouts
- Utility Locations / Relocations
- Bridge General Plan (see Task 2.4 below)

Plans will be prepared according to Caltrans and Town Standards. The staged roadway alignments will be designed to a speed of 40 miles per hour (mph).

Task 2.4 Bridge Type Selection

Dokken Engineering will evaluate two (2) bridge types for best value, seismic behavior, compatibility with the existing structure, least maintenance, staging considerations, aesthetics, cross-sections and accommodation of utilities. A Type Selection Report will be prepared in Caltrans format to document the comparison of the types studied. This report will make a type recommendation to the Town for consideration. Dokken Engineering will present the recommended structure type at a Type Selection Meeting with the Town.

A Bridge General Plan will be prepared for the recommended bridge type, based upon the outcome of the studies and Type Selection Meeting. The Bridge General Plan will be prepared showing the plan, profile and typical section views. Denoted on these views will be the foundation plan, construction staging sequence, utility locations on the bridge, high water surface elevation, column/pier sizes, barrier types, aesthetic treatments and lane/shoulder/sidewalk widths.

Task 2.5 Preliminary Cost Estimates

Dokken Engineering will prepare a project estimate for each alternative based on square footage cost factors for the bridge and roadway quantities. Consideration will be given to the cost of construction staging and other special project features.

Task 2 Deliverables: 35% Roadway Plans & Estimate, Bridge Type Selection Report, Bridge General Plan, Preliminary Hydraulic and Scour Analysis Report, Preliminary Storm Water Data Report, Geotechnical Structures Foundation Report, Geotechnical Roadway Materials Report, Preliminary Cost Estimates.

Task 3 Technical Studies and Environmental Documentation

Dokken Engineering shall perform all required environmental research and analysis necessary for the project, pursuant to the California Environmental Quality Act (CEQA) and the National Environmental Policy Act (NEPA) requirements, as well as the

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policies and procedures contained in Caltrans' Environmental Handbook and Local Programs Manual. To obtain environmental approval, Dokken Engineering shall perform all environmental documentation and coordination, which shall include the following:

Task 3.1 Technical Studies

Dokken Engineering shall coordinate the preparation of all necessary and required studies to be included in the Environmental Document. The Environmental Document for this project will include an Initial Study (IS) leading to a Mitigated Negative Declaration (MND) under the California Environmental Quality Act (CEQA) and a Categorical Exclusion (CE) under National Environmental Policy Act (NEPA). Dokken Engineering will prepare and distribute copies of the technical studies for each of the review cycles and will respond to comments and update the studies as needed for approval. Technical studies include the following:

Task 3.1.1 Cultural Resources

Dokken Engineering shall prepare documentation in accordance with Section 106. This work shall include the efforts to record archaeological and historical resources identified within the study area. A Historic Property Survey Report (HPSR) will be prepared to identify and evaluate each cultural resource in the project area and evaluate the potential for impacts this project could have on those resources.

- A. Archaeological Survey Report (ASR) and Historic Property Survey Report (HPSR) – All cultural resource efforts will be completed in compliance with Section 106 of the National Historic Preservation Act (NHPA) and will follow the requirements set forth in the Caltrans Environmental Handbook Volume II, Cultural Resources and the *Programmatic Agreement among the Federal Highway Administration, the Advisory Council on Historic Preservation, the California State Historic Preservation Officer (SHPO), and the Caltrans Regarding Compliance with Section 106 of the NHPA*, as it pertains to the administration of the Federal-aid Highway Program in California. Although the Mojave River has historically been an area with high levels of sub-surface archaeological resources, the river banks and bed within the project area have been heavily disturbed by development and hydrological improvements. For this reason, Dokken Engineering Environmental Staff do not expect additional subsurface archaeological testing will be required to complete the Section 106 cultural Documentation. The ASR alone would be adequate.
- B. Area of Potential Effects (APE) Map – Dokken Engineering will coordinate with Caltrans to develop the APE Map for review and approval. The APE will include all project areas including staging and utility relocations.
- C. Research – A cultural resource records search will be conducted at the San Bernardino Information Center (SBIC), located at the San Bernardino County Museum. The SBIC is the state-designated repository for records concerning cultural resources in San Bernardino County. The records search will provide information on known cultural resources and on previous cultural resources investigations within a half-mile radius of the project area. Data sources that will be consulted at the SBIC include archaeological site and artifact records, historic maps, reports from previous studies, and the state's Historic Resource Inventory for San Bernardino County, which contains listings for National Register of Historic Places, California Register of Historical Resources, California Historical Landmarks, and California Points of Historical Interest.
- D. Native American Coordination – Dokken Engineering will contact the Native American Heritage Commission (NAHC). The NAHC will provide a list of Native American groups to contact regarding this project. Dokken Engineering will coordinate with the Town to consult with the tribes. With Town approval, Dokken Engineering will contact each tribe via certified mail. After 28 days, Dokken Engineering will follow up with those groups that have not commented via telephone. Dokken Engineering will document all efforts to consult with each tribe.
- E. Field Survey – Dokken Engineering will conduct a systematic field survey of portions of the APE that are not obscured by asphalt/concrete, specifically focusing on the Mojave River banks and terraces. The ground surface will be visually examined by an archaeologist for evidence of prehistoric (Native American) or historic (non-Native American) archaeological materials and other potential historic resources (e.g., buildings, bridges, railroads, mines, or canals). To meet State standards, any previously unrecorded resources identified during the survey will be recorded on State of California DPR 523 forms.

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Task 3.1.2 Paleontological Report

Dokken Engineering will investigate the geologic character in the project site. If site conditions warrant, a Caltrans format Paleontological Identification Report/Paleontological Evaluation Report (PIR/PER) will be prepared to evaluate the potential to encounter paleontological resources during ground-disturbing activities.

Task 3.1.3 Natural Environment Study (NES)

Dokken Engineering will conduct field surveys, extensive literature research, and agency coordination to assist in determining the existence or potential occurrence of sensitive plant and animal species on the project site or in the vicinity. Literature under review will include Federal and State lists of sensitive species and current database records from the United States Fish and Wildlife Service (USFWS), *California Natural Diversity Data Base* (California Department of Fish and Game [CDFG], 2009), and the California Native Plant Society's *Electronic Inventory of Rare and Endangered Vascular Plants of California* (Skinner, et al., 2004). Dokken Engineering will obtain a list of threatened, endangered, or sensitive species known in the project vicinity from the appropriate agencies. The results of the records search will be summarized in a table and included in the NES.

- A. Field Work and Research – A Dokken Engineering biologist will conduct fieldwork in order to assess the presence/absence of sensitive biological resources (e.g., species or habitats), or to determine the potential for occurrence of such resources that may not be detectable when the fieldwork is conducted. The location of any sensitive biological resources present on site, including plant communities, will be mapped. Based on initial research and experience with projects in this area, it is expected that this project could impact habitat for the Mohave ground squirrel (*Xerospermophilus mohavensis*), burrowing owl (*Athene cunicularia*), desert tortoise (*Gopherus agassizii*), Southwestern willow flycatcher (*Empidonax traillii* extimus), coast horned lizard (sensitive native plants, and migratory birds. As part of Dokken Engineering's work, surveys will be conducted for all sensitive species. For optimal results, Dokken Engineering will conduct habitat assessments and fieldwork appropriate to the season including plant surveys during the blooming seasons. This will maximize our ability to detect and positively identify sensitive species.

Dokken Engineering will prepare a NES that will include a description of the field methods used and the results of the biological assessment of the project area. The report will list plant and animal species present, along with a general description of the plant communities occurring within the project area. If any sensitive resources are found on the site, Dokken Engineering will prepare, and include in the NES, a graphic displaying the location of the sensitive resources observed. The report also will contain tables describing sensitive species and their habitats that are present or potentially present; it also will identify and assess project impacts on the existing biological resources, including any sensitive species. Mitigation measures will be included as necessary.

- B. Jurisdictional Delineation – Dokken Engineering will complete a jurisdictional delineation according to the 1987 Corps of Engineers Wetland Delineation Manual (Arid West Supplement), the currently accepted methodology. We anticipate that a routine delineation, tailored to the site characteristics, will be adequate. Dokken Engineering will also determine the extent of any streambed and associated riparian areas subject to review by CDFG under Section 1600 et seq. of the Fish and Game Code.

The results of the delineation will be presented in a detailed report that will include mapping of any jurisdictional wetland areas. The results of the delineation are subject to verification by the United States Army Corps of Engineers (ACOE) and CDFG.

This project will be consistent with the requirements of the ACOE Nationwide Permit (NWP) program which will facilitate further actions including permitting the project. A full description of environmental permits scope of work is provided Task 3.4 of this phase.

- C. Endangered Species Act Consultation – The project may have direct and indirect impacts on federally or state listed species. Consistent with Section 7 of the Federal Endangered Species Act, a Biological Opinion will be obtained if the project has the potential to impact federal listed species. Federal listed species that may be present in the project's BSA include the desert tortoise and the southwestern willow flycatcher. Focused surveys will be conducted to detect the likelihood of the project impacting federal listed species. If positive signs of these species are detected, a Biological Assessment will be prepared to initiate consultation with the USFWS. In response to the Biological Assessment, the USFWS will issue a Biological Opinion which will include measures to incorporate into the project that will avoid, minimize, and mitigate impacts to the sensitive species in the Biological Study Area (BSA).

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Task 3.1.4 Noise Technical Memorandum

Dokken Engineering will prepare a Noise Impact technical memorandum, which will document that the project will not permanently increase noise in the project area. In addition, this memorandum will outline local noise standards, potential short term construction noise, and propose minimization and/or mitigation measures to reduce potential noise impacts to a less than significant level.

Task 3.1.5 Hazardous Waste Initial Site Assessment

Dokken Engineering will prepare an Initial Site Assessment (ISA) to identify all documented hazardous waste sites located within the project study area, as well as facilities located within the project study area that store, transfer, or utilize large quantities of hazardous materials. Dokken Engineering will conduct an agency records search to identify all hazardous waste sites located within the project study area and classified as a hazardous waste site under State law. Dokken Engineering will conduct a visual survey of the project area via available public access to identify any obvious area of hazardous waste contamination. If hazardous waste sites are identified within the project study area (via governmental records and/or the visual survey), Dokken Engineering will determine the potential impact to the project and identify subsequent procedures to determine the extent of contamination and remediation requirements.

Task 3.1.6 Visual Impact Memorandum

Dokken Engineering will assess existing visual resource conditions in the project area. A Visual Technical Memorandum will be prepared to analyze the potential for changes in visual quality as a result of the project. Potential impacts are expected to be minimal and measures to reduce potential impacts will be included in the assessment as necessary. No significant impacts to visual resources are anticipated.

Task 3.1.7 Community Impact Memorandum

Dokken Engineering will prepare a Community Impact Memorandum to document potential impacts this project could have to the local community as well as evaluating the potential for public controversy over construction of the project. The memorandum will be based on current Caltrans Guidelines (Environmental Guidelines Volume 1, Chapter 24 – Community Impacts) and will discuss Social Impacts, Businesses and Residences affected by the project (detours and circulation), and community resources such as schools, parks, and emergency services.

Task 3.1.8 Water Quality Assessment

Dokken Engineering will prepare a Water Quality Assessment to address the project impacts to water quality based on current Caltrans guidelines (Environmental Handbook Volume 1, Chapter 9, Water Quality). The report will discuss receiving water conditions, objectives, and beneficial uses as well as Caltrans' standard best management practices (BMPs) and project design features required in accordance with the current Caltrans Statewide Storm Water Management Plan.

Additionally, compliance with the National Pollution Discharge Elimination System (NPDES) requirements from the Regional Water Quality Control Board (RWQCB), in accordance with the NPDES general construction activity storm water discharge permit, will be identified if applicable. Likewise, compliance with Section 401 of the Clean Water Act will ultimately be necessary (water quality certification). With these requirements and BMPs specified in the Caltrans' Storm Water Quality Handbook - Planning and Design Guide, specific mitigation measures will be identified that insure no significant water quality impacts will occur during construction.

Task 3.2 Environmental Documentation

Dokken Engineering will incorporate the purpose and need, project description, and the technical studies into the draft environmental document. Dokken Engineering will prepare a CEQA Initial Study (IS) using a format suitable to the Town. We anticipate the IS will result in a Mitigated Negative Declaration (MND). A Categorical Exclusion (CE) will be prepared separately in coordination with Caltrans environmental staff and will show that the project will have no substantial environmental impacts.

Task 3.2.1 Draft CEQA IS/MND

Consistent with CEQA regulations, Dokken Engineering will prepare a draft Initial Study using the environmental analysis prepared in the environmental technical studies. The Initial Study will evaluate the existing environmental resources and identify any potential impacts associated with construction of the project. At this time, it is expected that any potential impacts will be reduced to a less than significant level through the use of avoidance, minimization, and mitigation measures which will be included in the document.

SCOPE OF WORK
BEAR VALLEY ROAD BRIDGE OVER MOJAVE RIVER REHABILITATION & WIDENING

Task 3.2.2 Public Circulation and Public Meeting

Dokken Engineering will produce the IS/MND for public review. The IS/MND has a critical objective of providing a means by which the general public and responsible agencies can participate in the environmental process by providing written comments on issues addressed in the IS/MND. Dokken Engineering will prepare the requisite public notices and hard copies of the document and technical studies for distribution of the IS/MND. Dokken Engineering will coordinate the preparation of the distribution list with the Town and Caltrans. During circulation of the draft Environmental Document, Dokken Engineering will hold a public meeting to answer questions and address concerns.

Task 3.2.3 Prepare Responses to Comments

At the close of the public review period for the IS/MND, Dokken Engineering will meet with Town's staff to review any comments on the IS/MND that were received, and to discuss potential responses to these comments.

Dokken Engineering will then formulate responses to the comments on the IS/MND. Once draft responses to comments are completed, they will be submitted to the Town's staff for review and comment. The Town's comments will be incorporated into the response to comments document, which will be submitted to the Town as an appendix in the IS/MND for use in public meetings.

Task 3.2.4 Final Environmental Document

Dokken Engineering will incorporate all public comments and final mitigation measures into the final IS/MND.

Task 3.2.5 Final Administrative Record

Prior to action on the Final Environmental Document, Dokken Engineering will assist the Town in preparing appropriate findings and determinations for the Final Administrative Record.

Task 3.2.6 Mitigation Monitoring Plan

Dokken Engineering will mitigate on-site for impacts to sensitive natural communities, waters of the U.S., and habitats of sensitive species. On-site mitigation will consist of enhancing habitat around the Mojave River using a combination of invasive species removal, native species planting, and improvements to waters of the U.S. and State. A Habitat Monitoring Plan will be prepared by a qualified biologist, approved through the regulatory agencies, and implemented on the project site following construction.

Task 3.2.7 NEPA CE

Dokken Engineering will coordinate with Caltrans environmental staff to prepare the NEPA CE. The CE will summarize the findings in the technical studies and will include a review of both state and federal standards, potential measures for any impacts, and will ensure these measures reduce all impacts below a level of significance. The NEPA process will be completed upon obtaining Caltrans signature on the CE.

Task 3.2.8 Prepare Notice of Determination (NOD)

To complete the Environmental Document process, Dokken Engineering will file a Notice of Determination with the County Recorder's Office within 5 days of approval of the IS/MND (pursuant to CEQA guidelines).

Task 3.3 Environmental Permits

Dokken Engineering will initiate the process of obtaining environmental permits. This will include meeting with each regulatory agency (Lahontan RWQCB, ACOE, and CDFG) to familiarize them with the project and its impacts on their jurisdictional water features. While the permits listed below are scheduled to be finalized during the PS&E phase of the project (so that final design calculations are nearly complete), Dokken Engineering will facilitate this early coordination to ensure early concurrence. This task will therefore be ongoing in Phase II and Phase III.

Task 3.3.1 Project Permits

Dokken Engineering will prepare and process applications for project permits required for compliance with Sections 401, 402, and 404 of the Federal Clean Water Act and Section 1602 of the California Fish and Game Code.

- A. **Section 401 Permit** is under the regulatory authority of the Lahontan RWQCB. Section 401 regulates discharges of fill and dredged materials into jurisdictional waters. Dokken Engineering will submit an application and work with the Lahontan RWQCB to obtain a Section 401 Clean Water Certification.

SCOPE OF WORK
BEAR VALLEY ROAD BRIDGE OVER MOJAVE RIVER REHABILITATION & WIDENING

- B. **Section 404 Permit** is under the regulatory authority of the ACOE. The proposed project qualifies for the Section 404 ACOE Nation Wide Permit (NWP) 14 (Linear Transportation Projects). Under the NWP program, no individual crossing (or multiple crossings of a single watercourse) may exceed 0.5 acres of temporary or permanent impact. As proposed the project is expected to have less than 0.5 acre of permanent impacts to jurisdictional waters. This permit is required for the construction, expansion, modification, or improvement of linear transportation crossings in waters of the U.S., including wetlands.
- C. **Section 1602 Permit** is under the regulatory authority of the CDFG. Dokken Engineering will coordinate with the CDFG to obtain a Section 1602 Streambed Alteration Agreement. The bridge construction and geotechnical investigations will require notification of proposed streambed alterations to the CDFG. Dokken Engineering will delineate boundaries of CDFG jurisdiction, assess project impacts, prepare a Notification of Streambed Alteration, and enter into a Streambed Alteration Agreement with CDFG.
- D. **Section 402** Notice of Intent is part of the National Pollution Discharge Elimination System (NPDES) requirements from the State Water Resources Control Board (SWRCB). As the project will have greater than one acre of impacts, a Notice of Intent will be filed in accordance with the NPDES general construction activity storm water discharge permit. With these requirements, specific mitigation measures, including BMPs specified in Caltrans' Storm Water Quality Handbook - Planning and Design Guide, will be identified for any potentially significant water quality impacts that may occur during construction.

Task 3 Deliverables: Environmental Technical Studies, Draft CEQA IS/MND, NEPA CE, Final Environmental Document, Environmental Permits.

**SCOPE OF WORK
BEAR VALLEY ROAD BRIDGE OVER MOJAVE RIVER REHABILITATION & WIDENING**

PHASE III – FINAL DESIGN

The work in this Phase will complete final design services necessary to deliver a 100% PS&E and Contract Bidding Package. The Tasks and level of service provided assumes a bridge widening scenario that, with the exception of the abutment structures, will not require additional retaining walls or soundwalls.

Work will begin at the conclusion of the PA & ED Phase of the project. The Dokken Engineering team will complete the following tasks:

Task 1 Project Management/Agency Coordination

Task 1.1 Project Management/Agency Coordination

This task will continue the project management activities described in Phase I, Task 1.1. The level of effort of this task is based on a 22 month schedule for Phase III and the tasks included in this Phase.

Task 1.2 Funding Assistance

Dokken Engineering will prepare an HBP funding application with supporting documentation for the Construction Phase of the project. If other funding sources are programmed for the bike path component of the project, Dokken Engineering will assist the Town with the processing requirements for those funds as well, within the level of effort identified for this task.

**Task 1 Deliverables: Meeting Agendas, Meeting Minutes, Project Schedule with Updates,
HBP Applications for Construction**

Task 2 Final Design

Task 2.1 Design Level Survey

Dokken Engineering, through its Survey subconsultant, Aguirre & Associates, will obtain field shots and topographic information including, but not limited to invert dips at all drainage and sewer manholes, confirming locations of all utility boxes and vaults in the field, additional cross sections as needed to complete final design and to respond to comments or requests by reviewing agencies (Town, SBC Flood Control District).

Task 2.2 Hydraulics/Hydrology

WRECO will prepare the Location Hydraulic Study (LHS), Bridge Design Hydraulic Report, and Storm Water Data Report for the final Project design. Dokken Engineering will coordinate the analysis and findings with the San Bernardino County Flood Control District (SBCFCD), the U.S. Army Corps of Engineers (USACE), Federal Emergency Management Agency (FEMA), and the Lahontan Regional Water Quality Control Board to facilitate the approval of construction documents and permits.

Task 2.2.1 Location Hydraulic Study

WRECO will perform a floodplain risk assessment for the bridge site to address potential project impacts to the existing flooding and natural floodplain values. When necessary, WRECO will provide recommendations on mitigation measures. WRECO will also prepare a Location Hydraulic Study Report to summarize the findings and recommendations.

Task 2.2.2 Bridge Design Hydraulics Report

WRECO will prepare a Bridge Design Hydraulic Study Report to summarize the results from the preliminary hydraulic and bridge scour analyses (Phase II, Task 2.2) as updated for the final design and provide recommendation for bridge scour countermeasures. The report will include all the detailed hydraulic model outputs.

Task 2.2.3 Storm Water Data Report

WRECO will update the PE-level Storm Water Data Report (SWDR) based on comments from the Town and more detailed design information. WRECO will also provide design and permit consultation for the Project. All design efforts will be coordinated with other design disciplines of the Project Team.

Task 2.3 Utility Coordination

Dokken Engineering will continue the utility coordination work started in Phase I. Dokken will utilize the A/B/C letter process with regards to utility coordination for relocations and new facilities. Coordination with each utility company will be recorded

SCOPE OF WORK
BEAR VALLEY ROAD BRIDGE OVER MOJAVE RIVER REHABILITATION & WIDENING

throughout the A/B/C process. Utility Agreements and correspondence will be organized in a binder to be provided to the Resident Engineer for reference during the construction phase.

Task 2.4 65% Plans and Estimate

Dokken Engineering shall prepare and submit to the Town for review a 65% plan set for the Project. The 65% submittal is anticipated to include the following roadway and structure plan sheets:

Roadway (35 total roadway sheets)

- Title Sheet (1)
- Typical Cross Sections (2)
- Plan/Profile (4)
- Contour Grading (4)
- Drainage Plan/Profiles (2)
- Drainage Quantities (1)
- Pavement Delineation Sheets (2)
- Construction Details (2)
- Utility Layout Sheets (4)
- ESA Sheets (4)
- Stage Construction Sheets (2)
- Signage Sheets (2)
- Signal and Lighting Sheets (2)
- Details (3)

Bridge (47 total bridge sheets)

- General Plan (1)
- Index to Plans (1)
- Demolition Plans (2)
- Structure Plans (2)
- Deck Contours (2)
- Foundation Plans (3)
- Abutment Layout/Details (2)
- Pier Layout/Details (4)
- Typical Section/Details (2)
- Girder Layout (4)
- Girder Reinforcement (2)
- Hinge Details (4)
- Hinge Joint Seal Details (1)
- Restrainer Details (1)
- Deck Drainage (2)
- Utility Details (2)
- Approach Slab Details (2)
- Architectural Details (2)
- Return Wall Details (2)
- Lighting Details (2)
- Electrical Details (2)
- Log of Test Borings (2)

The plan sheets will reflect the location of existing utilities, existing right of way, relocated utilities, proposed right of way, and any slope easements and temporary construction easements that might be needed. The 65% plans and estimate will be reviewed independently to ensure overall high quality of the submittal. Dokken Engineering will prepare an Engineer's Estimate of construction costs based on detailed quantity take-offs and the latest available regional cost data, Town's cost data, and actual recent construction costs in the area. Quantities for all contract items, including cost of lump sum items will be substantiated by calculations. Quantity calculations will be neat and orderly and will show all sketches, diagrams, and dimensions necessary to allow them to be independently used by field engineers.

Task 2.5 90% Plans, Specifications and Estimate

After receiving and addressing review comments from the Town on the 65% submittal, Dokken Engineering shall prepare the 90% submittal, which shall include in addition to the items listed in Task 2.4, structure calculations, bridge independent check calculations, roadway quantities and calculations, response to comments from the 65% submittal, and the Project Specifications. The Town will assist in preparation of the boilerplate specifications and Dokken Engineering will prepare the technical specifications. The 90% plans, specifications, estimate, and other components will be reviewed independently to ensure overall high quality of the submittal.

Task 2.6 100% Plans, Specifications and Estimate

Upon receipt of the Town's comments on the 90% submittal, Dokken Engineering address and respond in writing to all comments. Dokken Engineering shall finalize the contract documents to Town standards for Town approval. Dokken Engineering shall prepare an updated construction cost estimate based on the 100% plans. All drawings, calculations and

SCOPE OF WORK
BEAR VALLEY ROAD BRIDGE OVER MOJAVE RIVER REHABILITATION & WIDENING

estimation sheets shall have a preparer's and reviewer's signature. Also, the title sheets of all calculations and estimations shall be stamped and signed. Additionally, all final drawings and specifications shall be stamped and signed.

Task 2.7 *Right of Way Engineering & Acquisition Services*

It is anticipated that only minor right-of-way easements and temporary construction easements will be needed for the widening project. This item allows a budget for Right-of-Way Engineering, Appraisal and Acquisition Services for partial takes on two parcels. It is also assumed the Town would obtain Preliminary Title Reports and handle all escrow fees directly. Work includes preparation of property exhibits showing the owner, APN, permanent and temporary take areas on an aerial base for each parcel as an aid in acquisition negotiation. Plats and Legal Descriptions signed and stamped by a Licensed Land Surveyor would also be prepared. An independent appraiser and acquisition agent, compliant with Caltrans Right-of-Way Acquisition Guidelines would be used to prepare the appraisals and assist the Town in negotiations.

The item also includes the work necessary to complete the right of way certification process for both utilities and acquisitions as required for the use of HBP funds.

Task 2.8 *Project Approval*

Assistance will be provided in preparation of the Request for Authorization (RFA) submittal to Caltrans for construction funding approval. Dokken Engineering will prepare the PS&E checklist, attend meetings, and provide project plans, specifications, and estimates in support of the RFA submittal.

Task 2 Deliverables: Design Topographic Survey Map, Bridge Location Hydraulic Study, Bridge Design Hydraulic Study, Storm Water Data Report, Utility Pothole Map and Field Information, 65% PS&E, 90% PS&E, 100% PS&E, Right of Way Parcel Acquisition Maps, and RFA Funding Submittal Package.

EXHIBIT B

COST PROPOSAL SUMMARY

March 5, 2014

ENGINEERING & ENVIRONMENTAL SERVICES FOR THE

BEAR VALLEY ROAD BRIDGE OVER THE MOJAVE RIVER

TASK DESCRIPTION		DOKKEN ENGINEERING		AGUIRRE & ASSOCIATES		FEHR & PEERS		WIRECO		GEOCON		GRAND TOTAL	
PHASE I - BRIDGE CONDITION ANALYSIS AND EVALUATION			\$314,671.57		\$16,781.07		\$17,200.28		\$6,188.33		\$17,579.25		\$324,420.84
Task 1 - Project Management/Agency Coordination													
1.1 Project Management/Agency Coordination			\$77,471.68										\$77,471.68
1.2 Funding Assistance			\$52,052.00										\$52,052.00
			\$25,419.68										\$25,419.68
Task 2 - Bridge and Site Evaluation			\$133,559.16		\$16,781.07		\$17,200.28		\$6,188.33		\$17,579.25		\$191,308.08
2.1 Research of Existing Records & Photolining			\$37,011.28						\$5,241.57				\$40,252.85
2.2 Topographic Surveying & Right of Way Base Map			\$9,792.64										\$26,573.71
2.3 Preliminary Geotechnical Memorandum			\$8,225.36										\$11,154.79
2.4 Bridge Condition Assessment			\$38,518.48						\$2,946.76				\$56,115.06
Road			\$13,911.04										\$13,911.04
Bridge			\$74,607.44										\$74,607.44
2.5 Bridge Capacity Evaluation			\$26,311.00										\$27,554.70
Road			\$3,460.60										\$25,311.00
Bridge			\$21,850.40										\$3,460.60
2.6 Traffic Analysis			\$14,700.40										\$21,850.40
Task 3 - Preliminary Alternative Development & Analysis													
3.1 Develop and Evaluate Alternatives			\$93,093.00										\$31,900.68
			\$66,700.92										\$93,093.00
Road			\$43,637.88										\$66,700.92
Bridge			\$23,063.04										\$43,637.88
3.2 Bridge Advance Planning Studies			\$26,392.08										\$23,063.04
Task 4 - Preliminary Environmental Investigations													
4.1 Preliminary Environmental Study (PES) Form			\$10,547.68										\$26,392.08
Task 5 - PROJECT APPROVAL & ENVIRONMENTAL DOCUMENT													
Task 1 - Project Management/Agency Coordination			\$274,095.52						\$10,978.18		\$174,517.30		\$469,991.00
1.1 Project Management/Agency Coordination			\$118,690.00										\$118,690.00
1.2 Funding Assistance			\$109,663.84										\$109,663.84
			\$9,026.16										\$9,026.16
Task 2 - Preliminary Engineering			\$173,521.92										\$309,417.40
2.1 Geotechnical Investigation			\$10,490.48										\$135,407.78
2.2 Preliminary Hydraulic/Hydrology Assessment			\$17,629.04										\$28,607.22
2.3 35% Roadway Plans and Estimate			\$90,902.24						\$10,978.18				\$90,902.24
2.4 Bridge Type Selection			\$33,805.20										\$33,805.20
2.5 Preliminary Cost Estimates			\$20,694.96										\$20,694.96
Task 3 - Technical Studies and Environmental Documentation			\$217,883.60										\$217,883.60
3.1 Technical Studies			\$130,682.20										\$130,682.20
3.2 Environmental Documentation			\$47,733.40										\$47,733.40
3.3 Environmental Permits			\$39,468.00										\$39,468.00
PHASE II ESCALATION BUDGET			\$14,000.00										\$14,000.00
PHASE III - FINAL DESIGN			\$1,054,735.04		\$26,734.68				\$17,016.99				\$1,097,486.71
Task 1 - Project Management/Agency Coordination			\$119,965.56										\$119,965.56
1.1 Project Management/Agency Coordination			\$108,605.64										\$108,605.64
1.2 Funding Assistance			\$11,359.92										\$11,359.92
Task 2 - Final Design			\$905,369.48										\$949,121.15
2.1 Design Level Survey			\$22,377.36										\$49,112.04
2.2 Hydraulics/Hydrology			\$9,049.04										\$26,065.03
2.3 Utility Coordination			\$19,902.64										\$26,065.03
2.4 65% Plans and Estimate			\$336,118.64										\$336,118.64
Road			\$106,855.32										\$106,855.32
Bridge			\$229,263.32										\$229,263.32
2.5 90% Plans, Specifications and Estimate			\$335,641.12										\$235,641.12
Road			\$81,504.28										\$81,504.28
Bridge			\$154,136.84										\$154,136.84
2.6 100% Plans, Specifications and Estimate			\$179,602.28										\$179,602.28
Road			\$68,880.24										\$68,880.24
Bridge			\$110,722.04										\$110,722.04
2.7 Right of Way Engineering & Acquisition Services													
2.8 Project Approval			\$46,663.76										\$56,114.64
PHASE III ESCALATION BUDGET			\$28,900.00										\$46,663.76
TOTAL HOURS													\$28,900.00
TOTAL NOT TO EXCEED COST			\$1,893,002.08		\$43,515.75		\$17,200.28		\$34,183.50		\$142,496.55		\$2,130,398.15
*See Cost Proposal Forms 10-H, Task Costs based on estimated hours													

Cost Proposal (Form 10-H)

ENGINEERING & ENVIRONMENTAL SERVICES FOR THE BEAR VALLEY ROAD BRIDGE OVER THE MOJAVE RIVER REHABILITATION & WIDENING PROJECT Town of Apple Valley, CA

CONSULTANT:

DOKKEN ENGINEERING

CONSULTANT COST PROPOSAL

DATE: March 5, 2014

DIRECT LABOR

Classification/Title	Name	Hours	Range	Rate	Total
Project Manager	Elizabeth Diamond, PE	900		\$ 70.00	\$ 63,000.00
QA/QC Engineer	Jim Ware, PE	156		\$ 58.00	\$ 9,048.00
Structures QA/QC Engineer	Tim Osterkamp, SE	92		\$ 64.00	\$ 5,888.00
Roadway Project Engineer	Rebecca Neves, PE	1,712		\$ 44.50	\$ 76,184.00
Bridge Project Engineer	Anthony Powers, PE	740		\$ 64.00	\$ 47,360.00
Environmental Manager/Senior Planner	Namat Hosseinion	530		\$ 63.00	\$ 33,390.00
Lighting/Signal Designer	Joe Ostdiek, PE, TE	196		\$ 51.00	\$ 9,996.00
Professional Land Surveyor	Staff	96	\$30.00 - \$55.00	\$ 48.00	\$ 4,608.00
Associate Environmental Planner/ Biologist	Staff	980	\$28.00 - \$45.00	\$ 37.00	\$ 36,260.00
Environmental Planner/GIS Specialist	Staff	610	\$20.50 - \$34.00	\$ 30.00	\$ 18,300.00
Senior Engineer	Staff	876	\$51.00 - \$72.00	\$ 63.00	\$ 55,188.00
Associate Engineer	Staff	2,018	\$32.00 - \$51.00	\$ 47.00	\$ 94,846.00
Assistant Engineer	Staff	3,070	\$23.00 - \$33.00	\$ 32.00	\$ 98,240.00
Senior CAD Detailer	Staff	1,160	\$32.00 - \$49.50	\$ 49.50	\$ 57,420.00
Engineering Technician	Staff	600	\$16.00 - \$32.00	\$ 30.00	\$ 18,000.00
		<u>13,736</u>			

LABOR COSTS

Subtotal Direct Labor Costs \$ 627,728.00
* Anticipated Salary Increases \$ 15,000.00

TOTAL DIRECT LABOR COSTS \$ 642,728.00

FRINGE BENEFITS

Fringe Benefit

Rate	Total
63.00%	\$ 404,918.64

TOTAL FRINGE BENEFITS \$ 404,918.64

INDIRECT COSTS

General and Administrative
Overhead

Rate	
92.00%	\$ 591,309.76
5.00%	\$ 32,136.40
97.00%	

TOTAL INDIRECT COSTS \$ 623,446.16

FIXED FEE (Profit)

Rate
10.00%

TOTAL PROFIT \$ 167,109.27

OTHER DIRECT COSTS (ACTUAL COSTS)

	Qty	Unit	Rate	Total
* Preliminary Title Reports	40	EA	\$250.00	\$ 10,000.00
* Utility Potholing	80	EA	\$250.00	\$ 20,000.00
* Environmental Tech Studies	1	EA	\$19,800.00	\$ 19,800.00
* Design Level Aerial Photo	1	EA	\$5,000.00	\$ 5,000.00
* Subconsultants (See attached Exhibit 10-H for each subconsultant)				\$ 237,396.08

TOTAL OTHER DIRECT COSTS \$ 292,196.08

DBE Percentage 3.65%

TOTAL COSTS \$ 2,130,398.15

* Individual rates and staff ranges indicated above in effect until December 31, 2014.

Adjustments effective January 1, 2015 not to exceed 4%. Total Escalation Budget = $(15,000 + (15,000 * 1.60)) * 1.1 = \$42,900.00$.

Cost Proposal (Form 10-H)

ENGINEERING & ENVIRONMENTAL SERVICES FOR THE BEAR VALLEY ROAD BRIDGE OVER THE MOJAVE RIVER REHABILITATION & WIDENING PROJECT Town of Apple Valley, CA

CONSULTANT:

* AGUIRRE & ASSOCIATES

CONSULTANT COST PROPOSAL

Date: March 5, 2014

DIRECT LABOR

Classification/Title	Name	Hours	Range	Rate	Total
Land Surveyor	Joel Riipinen, LS	22		\$ 43.50	\$ 957.00
Pary Chief	** Dan McCormack	80		\$ 55.15	\$ 4,412.00
Chainman	** Annette Smith	80		\$ 52.58	\$ 4,206.40
Survey Technican	Kenneth Anderson	6		\$ 29.00	\$ 174.00
		188			

LABOR COSTS

Subtotal Direct Labor Costs \$ 9,749.40
Anticipated Salary Increases \$ -

TOTAL DIRECT LABOR COSTS \$ 9,749.40

FRINGE BENEFITS

Fringe Benefit

Rate	Total
27.00%	\$ 2,632.34

TOTAL FRINGE BENEFITS \$ 2,632.34

INDIRECT COSTS

General and Administrative
Overhead

Rate	
89.50%	\$ 8,725.71
68.00%	\$ 6,629.59
157.50%	

TOTAL INDIRECT COSTS \$ 15,355.30

FIXED FEE (Profit)

Rate
10.00%

TOTAL PROFIT \$ 2,773.71

OTHER DIRECT COSTS (ACTUAL COSTS)

	Qty	Unit	Rate	Total
• Traffic Control	1	EA	\$6,000.00	\$ 6,000.00
• Reference Maps and Deeds	1	EA	\$100.00	\$ 100.00
• Lodging	1	EA	\$1,680.00	\$ 1,680.00
• Per Diem	1	EA	\$800.00	\$ 800.00
• Photogrammetry	1	EA	\$4,425.00	\$ 4,425.00

TOTAL OTHER DIRECT COSTS \$ 13,005.00

TOTAL COSTS \$ 43,515.75

* DBE

** Subject to Prevailing Wage

Cost Proposal (Form 10-H)

ENGINEERING & ENVIRONMENTAL SERVICES FOR THE BEAR VALLEY ROAD BRIDGE OVER THE MOJAVE RIVER REHABILITATION & WIDENING PROJECT Town of Apple Valley, CA

CONSULTANT:

FEHR & PEERS

CONSULTANT COST PROPOSAL

Date: March 5, 2014

DIRECT LABOR

Classification/Title	Name	Hours	Range	Rate	Total
Principal	Jason Pack	24		\$ 60.10	\$ 1,442.40
Engineer	Rafael Cobain	54		\$ 36.54	\$ 1,973.16
Admin	Tina Frazier	12		\$ 33.17	\$ 398.04
Graphics	Jacqui Swartz	52		\$ 27.16	\$ 1,412.32
		142			

LABOR COSTS

Subtotal Direct Labor Costs \$ 5,225.92
Anticipated Salary Increases \$ -

TOTAL DIRECT LABOR COSTS \$ 5,225.92

FRINGE BENEFITS

Fringe Benefit

Rate	Total
56.11%	\$ 2,932.27

TOTAL FRINGE BENEFITS \$ 2,932.27

INDIRECT COSTS

General and Administrative
Overhead

Rate	
0.00%	\$ -
121.01%	\$ 6,323.89
121.01%	

TOTAL INDIRECT COSTS \$ 6,323.89

FIXED FEE (Profit)

Rate
10.00%

TOTAL PROFIT \$ 1,448.20

OTHER DIRECT COSTS (ACTUAL COSTS)

• Traffic Counts

Qty	Unit	Rate	Total
1	EA	\$1,270.00	\$ 1,270.00

TOTAL OTHER DIRECT COSTS \$ 1,270.00

TOTAL COSTS \$ 17,200.28

Cost Proposal (Form 10-H)

ENGINEERING & ENVIRONMENTAL SERVICES FOR THE BEAR VALLEY ROAD BRIDGE OVER THE MOJAVE RIVER REHABILITATION & WIDENING PROJECT Town of Apple Valley, CA

CONSULTANT:

* WRECO

CONSULTANT COST PROPOSAL

DATE: March 5, 2014

DIRECT LABOR

Classification/Ttle	Name	Hours	Range	Rate	Total
Principal Hydraulic Engineer	Han Bin Liang, PhD, PE	30		\$ 86.00	\$ 2,580.00
Supervising Hydraulic Engineer	Analette Ochoa, PE	14		\$ 71.09	\$ 995.26
Senior Hydraulic Engineer	Chris Sewell, PE	28		\$ 63.44	\$ 1,776.32
Associate Hydraulic Engineer	Associate Engineer	104		\$ 39.57	\$ 4,115.28
Staff Hydraulic Engineer	Staff Engineer	70		\$ 33.64	\$ 2,354.80
Senior Technician	Senior Technician	24		\$ 35.61	\$ 854.64
Clerical	Administrator/Clerical	10		\$ 27.70	\$ 277.00
		280			

LABOR COSTS

Subtotal Direct Labor Costs	\$ 12,953.30
Anticipated Salary Increases	\$ -

TOTAL DIRECT LABOR COSTS \$ 12,953.30

FRINGE BENEFITS

Fringe Benefit

Rate	Total
51.20%	\$ 6,632.09

TOTAL FRINGE BENEFITS \$ 6,632.09

INDIRECT COSTS

General and Administrative
Overhead

Rate	
77.29%	\$ 10,011.61
0.00%	\$ -
77.29%	

TOTAL INDIRECT COSTS \$ 10,011.61

FIXED FEE (Profit)

Rate
10.00%

TOTAL PROFIT \$ 2,959.70

OTHER DIRECT COSTS (ACTUAL COSTS)

	Qty	Unit	Rate	Total
* Travel & Per Diem	1	EA	\$726.80	\$ 726.80
* Printing & Reproduction	20	EA	\$45.00	\$ 900.00

TOTAL OTHER DIRECT COSTS \$ 1,626.80

TOTAL COSTS \$ 34,183.50

Cost Proposal (Form 10-H)

ENGINEERING & ENVIRONMENTAL SERVICES FOR THE BEAR VALLEY ROAD BRIDGE OVER THE MOJAVE RIVER REHABILITATION & WIDENING PROJECT Town of Apple Valley, CA

CONSULTANT: **GEOCON** CONSULTANT COST PROPOSAL
DATE: **March 5, 2014**

DIRECT LABOR

Classification / Title	Name	Hours	Range	Rate	Total
Senior Engineer	Zorne, Juhrend, Wang,				
	Pfeiffer	120	\$33 - \$55	\$ 50.00	\$ 6,000.00
Staff Engineer/Geologist	Lewis	306	\$25 - \$33	\$ 30.00	\$ 9,180.00
Draftsman	Staff	37	\$25 - \$38	\$ 37.50	\$ 1,387.50
Admin/Word Processing	Staff	11	\$17 - \$27	\$ 22.00	\$ 242.00
		474			

LABOR COSTS

Subtotal Direct Labor Costs **\$ 16,809.50**
Anticipated Salary Increases **\$ -**

TOTAL DIRECT LABOR COSTS \$ 16,809.50

FRINGE BENEFITS

Fringe Benefit

Rate	Total
0.00%	\$ -

TOTAL FRINGE BENEFITS \$ -

INDIRECT COSTS

General and Administrative
Overhead

Rate	
177.00%	\$ 29,752.82
0.00%	\$ -
177.00%	

TOTAL INDIRECT COSTS \$ 29,752.82

FIXED FEE (Profit)

Rate
10.00%

TOTAL PROFIT \$ 4,656.23

OTHER DIRECT COSTS (ACTUAL COSTS)

	Qty	Unit	Rate	Total
• Traffic Control + Plan	2	EA	\$1,850.00	\$ 3,700.00
• Rebar Locating	1	EA	\$2,000.00	\$ 2,000.00
• Concrete Coring	1	EA	\$1,450.00	\$ 1,450.00
• Lab - Concrete Compressive Strength, Core (ASTM C42)	1	EA	\$240.00	\$ 240.00
• Lab - Alkali-Silica Reactivity, Concrete Cores (ASTM C856)	1	EA	\$3,300.00	\$ 3,300.00
• Permit	1	EA	\$500.00	\$ 500.00
• Mileage	400	MI	\$0.57	\$ 228.00
• Geotechnical Drilling (Roadway Borings)	1	EA	\$1,700.00	\$ 1,700.00
• Geotechnical Drilling (Abutment Borings)	1	EA	\$6,610.00	\$ 6,610.00
• Geotechnical Drilling (Riverbed Borings)	1	EA	\$49,260.00	\$ 49,260.00
• Drum Disposal	1	EA	\$9,000.00	\$ 9,000.00
• Geotechnical Lab	1	EA	\$11,640.00	\$ 11,640.00
• Per Diem	11	EA	\$150.00	\$ 1,650.00

TOTAL OTHER DIRECT COSTS \$ 91,278.00

TOTAL COSTS \$ 142,496.55

EXHIBIT C: SUPPLEMENTAL PROVISIONS FOR FEDERAL-AID PROJECTS

Federal Department of Transportation

Notwithstanding anything to the contrary contained in the Agreement, including any other Exhibits attached thereto, the following provisions shall apply if funding for the Work is provided, in whole or in part, from the United States Department of Transportation.

ARTICLE I. ALLOWABLE COSTS AND PAYMENTS

- A. When milestone cost estimates are included in the approved Cost Proposal, the Consultant shall obtain prior written approval for a revised milestone cost estimate from the Town Contract Manager before exceeding such cost estimate.
- B. Progress payments will be made monthly in arrears based on services provided and allowable incurred costs. If Consultant fails to submit the required deliverable items according to the schedule set forth in the Statement of Work, the Town shall have the right to delay payment and/or terminate this Agreement in accordance with the provisions of "SECTION 8.3: Termination" of this Agreement.
- C. No payment will be made prior to approval of any work, nor for any work performed prior to approval of this Agreement. Consultant will be reimbursed, as promptly as fiscal procedures will permit upon receipt by the Town's Contract Manager of itemized invoices in triplicate. Invoices shall be submitted no later than 45 calendar days after the performance of work for which the 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 Agreement and project title.
- D. Final invoice must contain the final cost and all credits due the Town including any equipment purchased under the provisions of "ARTICLE X. Equipment Purchase" of this Agreement. The final invoice should be submitted within 60 calendar days after completion of the Consultant's work.
- E. Invoices shall be mailed to the Town's Representative as identified in "SECTION 2.3.2: Final Invoice" of this Agreement.
- F. 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.

ARTICLE II. FUNDING REQUIREMENTS

- A. It is mutually understood between the parties that this Agreement 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 agreement were executed after that determination was made.
- B. This agreement is valid and enforceable only, if sufficient funds are made available to the Town for the purpose of this Agreement. In addition, this Agreement is subject to any additional restrictions, limitations, conditions, or any statute enacted by the Congress, State Legislature or Town governing board that may affect the provisions, terms, or funding of this Agreement in any manner.

- C. It is mutually agreed that if sufficient funds are not appropriated, this Agreement may be amended to reflect any reduction in funds.
- D. The Town has the option to void the Agreement under the 30-day cancellation clause, or by mutual agreement to amend the Agreement to reflect any reduction of funds.

ARTICLE III. CHANGE IN TERMS

The consultant will not substitute key personnel (Consultant's Project Manager and others listed by name in the approved Cost Proposal) or subcontractors without prior written approval from the Town's Contract Manager. The Consultant must request and justify the need for the substitution and obtain approval from the Town prior to use of a different subcontractor on the Agreement. The proposed substituted person must be as qualified as the original, and at the same or lower cost.

ARTICLE IV. SUBCONTRACTING

- A. The Consultant shall perform the work contemplated with resources available within its own organization; and no portion of the work pertinent to this Agreement shall be subcontracted without written authorization by the Town's Contract Manager, except that, which is expressly identified in the approved Cost Proposal (Exhibit C).
- B. The Consultant shall ensure that all subcontracts under the Agreement and in excess of \$25,000 shall contain all the provisions stipulated in this Exhibit and conform to the contract requirements of Chapter 10 of the Caltrans Local Agency Procedures Manual (LAPM).
- C. Contracts for the execution of this Professional Services Agreement between the Consultant and subconsultants shall comply with the Caltrans Standard Agreement for Subconsultants/DBE Participation as the basis of the Agreement (Caltrans LAPM Exhibit 10-J incorporated under Exhibit E of this Agreement).
- D. Consultant agrees to pay each subconsultant under this prime Agreement for satisfactory performance of its Agreement no later than 10 days from the receipt of each payment the prime Consultant receives from the Town. Any delay or postponement of payment from the above referenced time frame may occur only for good cause following written approval of the Town. This clause applies to both DBE and non-DBE subconsultants.
- E. The Consultant agrees further to release retainage payments, if any, to each subconsultant within 30 days after the subconsultant's work is satisfactorily completed. Any delay or postponement of payment from the above referenced time frame may occur only for good cause following written approval of Town. This clause applies to both DBE and non-DBE subconsultants.

ARTICLE V. COST PRINCIPLES

- A. The Consultant agrees that the Agreement Cost Principles and Procedures, 48 CFR, Federal Acquisition Regulations System, Chapter 1, Part 31.000 et seq, shall be used to determine the allow ability of cost individual items.
- B. The 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 48 CFR, Federal Acquisition Regulations

System, Chapter 1, Part 31.000 et seq, are subject to repayment by Consultant to the Town.

ARTICLE VI. CONSULTANT'S ENDORSEMENT

The responsible consultant/engineer shall sign all engineering work products including, but not limited to, "plans, specifications, and estimates" ("PS&E") and engineering data furnished by him/her, and where appropriate, indicate his/her California registration number.

ARTICLE VII. 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 Agreement pursuant to Government Code 8546.7; the Consultant, subconsultants, and the Town shall maintain all books, documents, papers, accounting records, and other evidence pertaining to the performance of the Agreement, including but not limited to, the costs of administering the Agreement. All parties shall make such materials available at their respective offices at all reasonable times during the Agreement period and for three years from the date of final payment under the Agreement. The State, the State Auditor, Town, FHWA, or any duly authorized representative of the federal government shall have access to any books, records, and documents of the Consultant that are pertinent to the Agreement for audit, examinations, excerpts, and transactions, and copies thereof shall be furnished if requested.

ARTICLE VIII. AUDIT REVIEW PROCEDURES

- A. Any dispute concerning a question of fact arising under an interim or post audit of this Agreement that is not disposed of by agreement, shall be reviewed by the Town's Auditor/Controller.
- B. Not later than 30 days after issuance of the final audit report, the Consultant may request a review by the Town's Auditor/Controller of unresolved audit issues. The request for review will be submitted in writing.
- C. Neither the pendency of a dispute nor its consideration by the Town will excuse the Consultant from full and timely performance, in accordance with the terms of this Agreement.

ARTICLE IX. INSPECTION OF WORK

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

ARTICLE X. EQUIPMENT PURCHASE

- A. Prior authorization in writing, by the Town's Contract Manager shall be required before the Consultant enters into any unbudgeted purchase order, or subcontract exceeding \$5,000 for supplies, equipment, or Consultant services. The 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 the Consultant's Cost Proposal and exceeding \$5,000, either one of the following shall apply: prior

authorization by the Town's Contract Manager, 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 Agreement is subject to the following: "The 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, the Town shall receive a proper refund or credit at the conclusion of the Agreement, or if the Agreement is terminated, the Consultant may either keep the equipment and credit the Town 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 Town procedures; and credit the Town in an amount equal to the sales price. If the Consultant elects to keep the equipment, fair market value shall be determined at the Consultant's expense, on the basis of a competent independent appraisal of such equipment.
- D. Appraisals shall be obtained from an appraiser mutually agreeable to by the Town and the Consultant, if it is determined to sell the equipment, the terms and conditions of such sale must be approved in advance by the Town.

ARTICLE XI. OWNERSHIP OF DATA

- A. Upon completion of all work under this Agreement, ownership and title to all reports, documents, plans, specifications, and estimates produced as part of this Agreement, whether paper or electronic form, will automatically be vested in the Town; and no further agreement will be necessary to transfer ownership to the Town. The Consultant shall furnish the Town 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 Agreement has been entered into. The Consultant is not liable for claims, liabilities, or losses arising out of, or connected with the modification, or misuse by the Town of the machine-readable information and data provided by the Consultant under this agreement; further, the Consultant is not liable for claims, liabilities, or losses arising out of, or connected with any use by the Town 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 the Consultant.
- C. The Town 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.

ARTICLE XII. CONFIDENTIALITY OF DATA

- A. All financial, statistical, personal, technical, or other data and information relative to the Town's operations, which are designated confidential by the Town and made available to the Consultant in order to carry out this Agreement, shall be protected by the Consultant from unauthorized use and disclosure.
- B. Permission to disclose information on one occasion, or public hearing held by the Town relating to the Agreement, shall not authorize the Consultant to further disclose such information, or disseminate the same on any other occasion.

- C. The Consultant shall not comment publicly to the press or any other media regarding the Agreement or the Town's actions on the same, except to the Town's staff, Consultant's own personnel involved in the performance of this Agreement, at public hearings or in response to questions from a Legislative committee.
- D. The Consultant shall not issue any news release or public relations item of any nature, whatsoever, regarding work performed or to be performed under this Agreement without prior review of the contents thereof by the Town, and receipt of the Town's written permission.
- E. All information related to the construction estimate is confidential, and shall not be disclosed by the Consultant to any entity other than the Town.

ARTICLE XIII. SAFETY

- A. The Consultant shall comply with OSHA regulations applicable to Consultant regarding necessary safety equipment or procedures. The Consultant shall comply with safety instructions issued by the Town Safety Officer and other Town 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, the Town has determined that such areas are within the limits of the project and are open to public traffic. The Consultant shall comply with all of the requirements set forth in Divisions 11, 12, 13, 14, and 15 of the Vehicle Code. The 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.

ARTICLE XIV. NON-DISCRIMINATION

- A. The Town shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of any DOT-assisted Agreement or in the administration of its DBE Program or the requirements of 49 CFR Part 26. The Town shall take all necessary and reasonable steps under 49 CFR Part 26 to ensure nondiscrimination in the award and administration of DOT-assisted contracts. The Town's DBE Program, as required by 49 CFR Part 26 and as approved by DOT, is incorporated by reference in this agreement. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to the Town of its failure to carry out its approved program, the Department may impose sanctions as provided for under Part 26 and may, in appropriate cases, refer the matter for enforcement under 81 U.S. 1001 and/or the program Fraud Civil Remedies Act of 1986 (31 U.S.C. 3801 et seq).
- B. Consultant or subconsultant shall not discriminate on the basis of race, color, national origin, of sex in the performance of this Agreement. Consultant shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by Consultant to carry out these requirements is a material breach of this Agreement, which may result in the termination of this Agreement or such other remedy as Town deems appropriate.

ARTICLE XV. DISADVANTAGED BUSINESS ENTERPRISE (DBE) PROGRAM COMPLIANCE

- A. The Town has established a DBE Program pursuant to 49 C.F.R. Part 26, which applies to this Agreement. The requirements and procedures of the Town's DBE Program are hereby incorporated by reference into this Agreement. Failure by Consultant or its subconsultant(s) to carry out the Town's DBE Program procedures and requirements, or the applicable requirements of 49 C.F.R. Part 26, shall be considered a material breach of this Agreement. Such a material breach may be grounds for termination of this Agreement or such other appropriate administrative remedy as the Town deems appropriate. The Consultant shall ensure that a provision mandating compliance with the Town's DBE Program is included in any and all sub-agreements entered into which arise out of or are related to this Agreement. Consultant shall also promptly provide the Town with all necessary information related to the DBE status of its subconsultants. Should the DBE status of any of its subconsultants change in any way, Consultant shall promptly inform the Town of this change.
- B. The following Caltrans LAMP Exhibits are incorporated into this Agreement under "Exhibit E: Caltrans LAMP Exhibits":
 - 10-I: Notice To Proposers Disadvantaged Business Enterprise Information
 - 10-J: Standard Agreement For Subcontractor/DBE Participation
 - 10-O(1): Local Agency Proposer UDBE Commitment (Consultant Contracts)
 - 10-O(2): Local Agency Proposer DBE Information (Consultant Contracts)
- C. Consultant's failure to make good faith efforts to comply with the Town's DBE program shall be considered a material breach of this Agreement and may give rise to certain administrative penalties and proceedings, including, but not limited to, those set forth in 49 C.F.R. Part 26.107.

ARTICLE XVI. NATIONAL LABOR RELATIONS BOARD CERTIFICATION

In accordance with Public Agreement Code Section 10296, the Consultant's signature affixed herein, shall constitute a certification under penalty of perjury under the laws of the State of California, that no more than one final un-appealable finding of contempt of court by a federal court has been issued against the Consultant within the immediately preceding two-year period, because of the Consultant's failure to comply with an order of a federal court that orders the Consultant to comply with an order of the National Labor Relations Board.

ARTICLE XVII. STATEMENT OF COMPLIANCE

The Consultant's signature affixed herein shall constitute a certification under penalty of perjury under the laws of the State of California that the Consultant has, unless exempt, complied with, the nondiscrimination program requirements of Government Code Section 12990 and Title 2, California Administrative Code, Section 8103.

ARTICLE XVIII. DEBARMENT AND SUSPENSION CERTIFICATION

- A. The Consultant's signature affixed herein, shall constitute a certification under penalty of perjury under the laws of the State of California, that the Consultant has complied with Title 49, Code of Federal Regulations, Part 29, Debarment and Suspension Certificate, 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 the Town.

- 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.

ARTICLE XIX. CONFLICT OF INTEREST

- A. The Consultant shall disclose any financial, business, or other relationship with Town that may have an impact upon the outcome of this Agreement, or any ensuing Town construction project. The Consultant shall also list current clients who may have a financial interest in the outcome of this Agreement, or any ensuing Town construction project, which will follow.
- B. The 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 agreement.

ARTICLE XX. REBATES, KICKBACKS OR OTHER UNLAWFUL CONSIDERATION

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

ARTICLE XXI. PROHIBITION OF EXPENDING TOWN, STATE OR FEDERAL FUNDS FOR LOBBYING

- A. The Consultant's signature affixed herein, shall constitute a certification under penalty of perjury under the laws of the State of California, that the Consultant certifies to the best of his or her knowledge and belief that:
 - 1. No state, federal or local agency appropriated funds have been paid, or will be paid by-or-on behalf of the Consultant to any person for influencing or attempting to influence an officer or employee of any state or federal agency; a Member of the State Legislature or United States Congress; an officer or employee of the Legislature or Congress; or any employee of a Member of the Legislature or Congress, in connection with the awarding of any state or federal Agreement; the making of any state or federal grant; the making of any state or federal loan; the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any state or federal Agreement, grant, loan, or cooperative agreement.

2. If any funds other than federal appropriated funds have been paid, or will be paid to any person for influencing or attempting to influence an officer or employee of any federal agency; a Member of Congress; an officer or employee of Congress, or an employee of a Member of Congress; in connection with this federal Agreement, grant, loan, or cooperative agreement; the Consultant shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- B. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, US. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.
- C. The Consultant also agrees by signing this document that he or she shall require that the language of this certification be included in all lower-tier subcontracts, which exceed \$100,000, and that all such sub recipients shall certify and disclose accordingly.

ARTICLE XXII. DISPUTES

- A. Any dispute, other than audit, concerning a question of fact arising under this Agreement that is not disposed of by agreement shall be decided by a committee consisting of the Town's Contract Manager and Town Manager, who may consider written or verbal information submitted by the Consultant.
- B. Neither the pendency of a dispute, nor its consideration by the committee will excuse the Consultant from full and timely performance in accordance with the terms of this Agreement.

ARTICLE XXIII. LEGAL REMEDIES

In addition to those contract remedies set forth under relevant provisions of California law, either party to this Agreement may, where applicable, seek legal redress for violations of this Agreement pursuant to the relevant provisions of 49 C.F.R. Parts 23 and 26, to the relevant federal or state statutory provisions governing civil rights violations, and to the relevant federal and state provisions governing false claims or "whistleblower" actions, as well as any and all other applicable federal and state provisions of law.

Schedule
Bear Valley Road Bridge Over the Mojave River

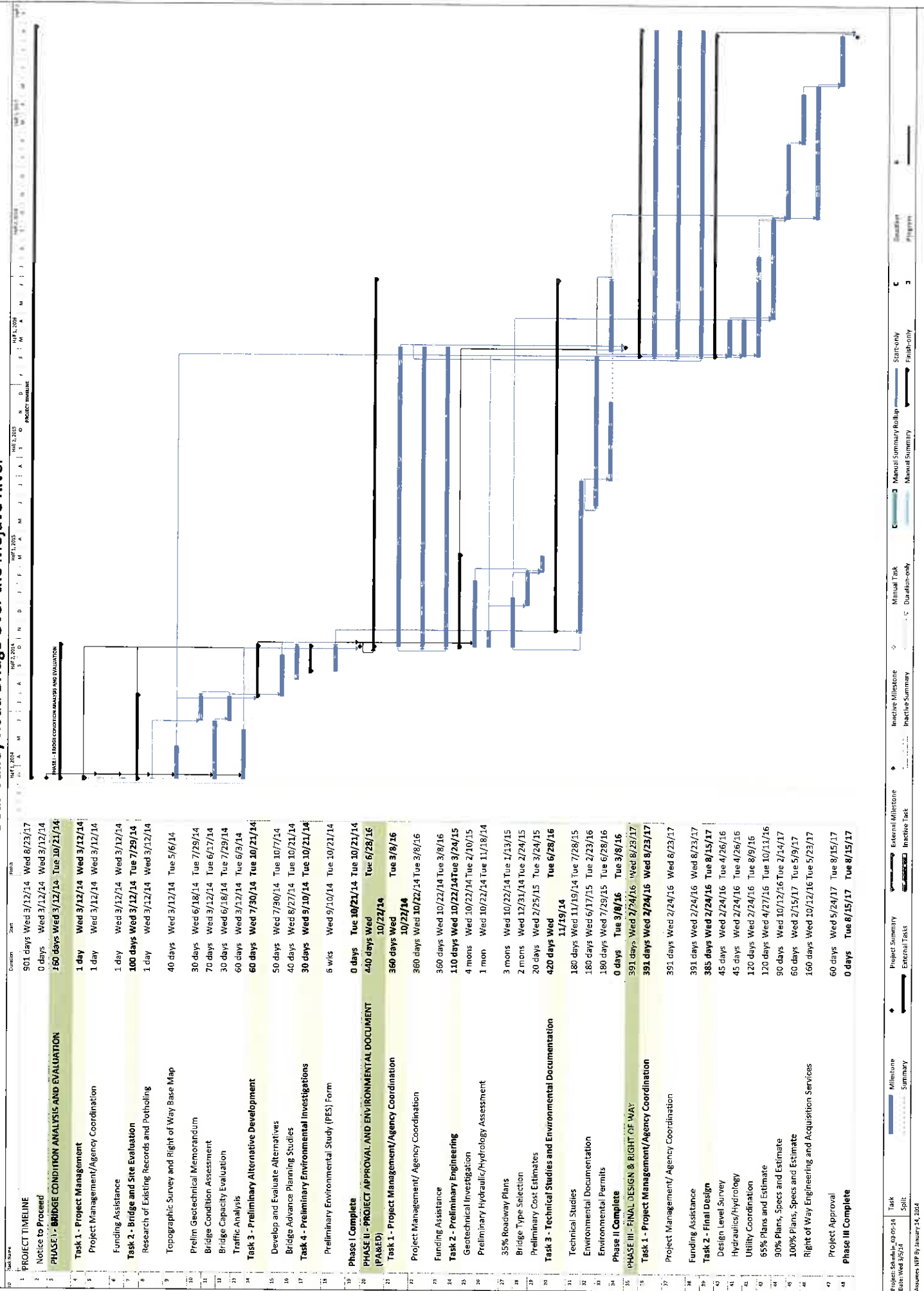


EXHIBIT 10-I NOTICE TO PROPOSERS DBE INFORMATION

Project: Bear Valley Road Bridge (Over the Mojave River) Br. No. 54C-0086

The Agency has established a DBE goal for this Contract of 0% .

1. TERMS AS USED IN THIS DOCUMENT

- The term “Disadvantaged Business Enterprise” or “DBE” means a for-profit small business concern owned and controlled by a socially and economically disadvantaged person(s) as defined in Title 49, Code of Federal Regulations (CFR), Part 26.5.
- The term “Agreement” also means “Contract.”
- Agency also means the local entity entering into this contract with the Contractor or Consultant.
- The term “Small Business” or “SB” is as defined in 49 CFR 26.65.

2. AUTHORITY AND RESPONSIBILITY

- A. DBEs and other small businesses are strongly encouraged to participate in the performance of Contracts financed in whole or in part with federal funds (See 49 CFR 26, “Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs”). The Consultant must ensure that DBEs and other small businesses have the opportunity to participate in the performance of the work that is the subject of this solicitation and should take all necessary and reasonable steps for this assurance. The proposer must not discriminate on the basis of race, color, national origin, or sex in the award and performance of subcontracts.
- B. Proposers are encouraged to use services offered by financial institutions owned and controlled by DBEs.

3. SUBMISSION OF DBE INFORMATION

If there is a DBE goal on the contract, Exhibit 10-O1 *Consultant Proposal DBE Commitment* must be included in the Request for Proposal. In order for a proposer to be considered responsible and responsive, the proposer must make good faith efforts to meet the goal established for the contract. If the goal is not met, the proposer must document adequate good faith efforts. All DBE participation will be counted towards the contract goal; therefore, all DBE participation shall be collected and reported.

Exhibit 10-O2 *Consultant Contract DBE Information* must be included with the Request for Proposal. Even if no DBE participation will be reported, the successful proposer must execute and return the form.

4. DBE PARTICIPATION GENERAL INFORMATION

It is the proposer’s responsibility to be fully informed regarding the requirements of 49 CFR, Part 26, and the Department’s DBE program developed pursuant to the regulations. Particular attention is directed to the following:

- A. A DBE must be a small business firm defined pursuant to 13 CFR 121 and be certified through the California Unified Certification Program (CUCP).
- B. A certified DBE may participate as a prime consultant, subconsultant, joint venture partner, as a vendor of material or supplies, or as a trucking company.
- C. A DBE proposer not proposing as a joint venture with a non-DBE, will be required to document one or a combination of the following:

1. The proposer is a DBE and will meet the goal by performing work with its own forces.
 2. The proposer will meet the goal through work performed by DBE subconsultants, suppliers or trucking companies.
 3. The proposer, prior to proposing, made adequate good faith efforts to meet the goal.
- D. A DBE joint venture partner must be responsible for specific contract items of work or clearly defined portions thereof. Responsibility means actually performing, managing, and supervising the work with its own forces. The DBE joint venture partner must share in the capital contribution, control, management, risks and profits of the joint venture commensurate with its ownership interest.
- E. A DBE must perform a commercially useful function pursuant to 49 CFR 26.55, that is, a DBE firm must be responsible for the execution of a distinct element of the work and must carry out its responsibility by actually performing, managing and supervising the work.
- F. The proposer shall list only one subconsultant for each portion of work as defined in their proposal and all DBE subconsultants should be listed in the bid/cost proposal list of subconsultants.
- G. A prime consultant who is a certified DBE is eligible to claim all of the work in the Contract toward the DBE participation except that portion of the work to be performed by non-DBE subconsultants.

5. RESOURCES

- A. The CUCP database includes the certified DBEs from all certifying agencies participating in the CUCP. If you believe a firm is certified that cannot be located on the database, please contact the Caltrans Office of Certification toll free number 1-866-810-6346 for assistance.
- B. Access the CUCP database from the Department of Transportation, Office of Business and Economic Opportunity Web site at: <http://www.dot.ca.gov/hq/bep/>.
1. Click on the link in the left menu titled Disadvantaged Business Enterprise;
 2. Click on Search for a DBE Firm link;
 3. Click on Access to the DBE Query Form located on the first line in the center of the page.

Searches can be performed by one or more criteria. Follow instructions on the screen.

6. MATERIALS OR SUPPLIES PURCHASED FROM DBES COUNT TOWARDS THE DBE GOAL UNDER THE FOLLOWING CONDITIONS:

- A. If the materials or supplies are obtained from a DBE manufacturer, count 100 percent of the cost of the materials or supplies. A DBE manufacturer is a firm that operates or maintains a factory, or establishment that produces on the premises the materials, supplies, articles, or equipment required under the Contract and of the general character described by the specifications.
- B. If the materials or supplies purchased from a DBE regular dealer, count 60 percent of the cost of the materials or supplies. A DBE regular dealer is a firm that owns, operates or maintains a store, warehouse, or other establishment in which the materials, supplies, articles or equipment of the general character described by the specifications and required under the Contract are bought, kept in stock, and regularly sold or leased to the public in the usual course of business. To be a DBE regular dealer, the firm must be an established, regular business that engages, as its principal business and under its own name, in the purchase and sale or lease of the products in question. A person may be a DBE regular dealer in such bulk items as petroleum products, steel, cement, gravel, stone or asphalt without owning, operating or maintaining a place of business provided in this section.
- C. If the person both owns and operates distribution equipment for the products, any supplementing of regular dealers' own distribution equipment shall be, by a long-term lease agreement and not an ad hoc or

Agreement-by-Agreement basis. Packagers, brokers, manufacturers' representatives, or other persons who arrange or expedite transactions are not DBE regular dealers within the meaning of this section.

- D. Materials or supplies purchased from a DBE, which is neither a manufacturer nor a regular dealer, will be limited to the entire amount of fees or commissions charged for assistance in the procurement of the materials and supplies, or fees or transportation charges for the delivery of materials or supplies required on the job site, provided the fees are reasonable and not excessive as compared with fees charged for similar services.

EXHIBIT 10-J STANDARD CONTRACT PROVISIONS FOR SUBCONSULTANT/DBE PARTICIPATION**1. Subconsultants**

- A. Nothing contained in this Contract or otherwise, shall create any contractual relation between the Agency and any subconsultants, and no subcontract shall relieve the Consultant of his/her responsibilities and obligations hereunder. The Consultant agrees to be as fully responsible to the Agency for the acts and omissions of its subconsultants 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 the Consultant. The Consultant's obligation to pay its subconsultants is an independent obligation from the Agency's obligation to make payments to the Consultant.
- B. 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.
- C. Consultant shall pay its subconsultants within ten (10) calendar days from receipt of each payment made to the Consultant by the Agency.
- D. Any substitution of subconsultants must be approved in writing by the Agency's Contract Administrator in advance of assigning work to a substitute subconsultant.

2. Disadvantaged Business Enterprise (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". Proposers who obtain DBE participation on this contract will assist Caltrans in meeting its federally mandated statewide overall DBE goal.
- B. If the contract has a DBE goal, the Consultant must meet the goal by committing DBE participation or document a good faith effort to meet the goal. If a DBE subconsultant is unable to perform, the Consultant must make a good faith effort to replace him/her with another DBE subconsultant, if the goal is not otherwise met. A DBE is a firm meeting the definition of a DBE as specified in 49 CFR.
- 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. The Consultant or subconsultant shall not discriminate on the basis of race, color, national origin, or sex in the performance of this Contract. The Consultant shall carry out applicable requirements of 49 CFR, Part 26 in the award and administration of US DOT- assisted agreements. Failure by the 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 the local agency 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 may be terminated only with prior written approval from the local agency and only for the reasons specified in 49 CFR 26.53(f). Prior to requesting local agency consent for the termination, the prime consultant must meet the procedural requirements specified in 49 CFR 26.53(f).

3. Performance of DBE Consultant and other DBE Subconsultants/Suppliers

- A. A DBE performs a commercially useful function 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 commercially useful function, 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 commercially useful function, 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.
- B. A DBE does not perform a commercially useful function 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.
- C. If a DBE does not perform or exercise responsibility for at least 30 percent 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 commercially useful function.

4. Prompt Payment of Funds Withheld to Subconsultants

- A. Any subcontract entered into as a result of this Contract shall contain all of the provisions of this section.
(Local agency to include either B, C, or D below; delete the other two.)
- 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.
- C. No retainage will be held by the Agency from progress payments due the prime Consultant. Any retainage held by the prime Consultant or subconsultants from progress payments due subconsultants shall be promptly paid in full to subconsultants within 30 days after the subconsultant's work is satisfactorily completed. Federal law (49 CFR26.29) requires that any delay or postponement of payment over the 30 days may take place only for good cause and with the Agency's prior written approval. Any violation of this provision shall subject the violating prime Consultant or subconsultant to the penalties, sanctions and other remedies specified in Section 7108.5 of the Business and Professions Code. These requirements 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, deficient subconsultant performance, or noncompliance by a subconsultant. This provision applies to both DBE and non-DBE prime consultant and subconsultants.

- D. The Agency shall hold retainage from the prime consultant and shall make prompt and regular incremental acceptances of portions, as determined by the Agency, of the contract work, and pay retainage to the prime consultant based on these acceptances. The prime consultant, or subconsultant, shall return all monies withheld in retention from a subconsultant within 30 days after receiving payment for work satisfactorily completed and accepted including incremental acceptances of portions of the contract work by the agency. Federal law (49 CFR26.29) requires that any delay or postponement of payment over 30 days may take place only for good cause and with the agency's prior written approval. Any violation of this provision shall subject the violating prime consultant or subconsultant to the penalties, sanctions and other remedies specified in Section 7108.5 of the Business and Professions Code. These requirements 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, deficient subconsultant performance, or noncompliance by a subconsultant. This provision applies to both DBE and non-DBE prime consultant and subconsultants.

5. DBE Records

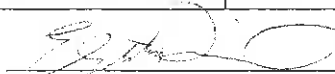
- A. The Consultant shall maintain records of materials purchased or supplied from all subcontracts entered into with certified DBEs. The records shall show the name and business address of each DBE or vendor and the total dollar amount actually paid each DBE or vendor, regardless of tier. The records 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.
- B. 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, Chapter 17, of the LAPM), certified correct by the Consultant or the Consultant's authorized representative and shall be furnished to the Contract Administrator with the final invoice. Failure to provide the summary of DBE payments with the final invoice will result in 25 percent of the dollar value of the invoice being withheld from payment until the form is submitted. The amount will be returned to the Consultant when a satisfactory "Final Report-Utilization of Disadvantaged Business Enterprises (DBE), First-Tier Subconsultants" is submitted to the Contract Administrator.

6. DBE Certification and Decertification Status

If a DBE subconsultant is decertified during the life of the Contract, the decertified subconsultant shall notify the 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 the Consultant in writing with the date of certification. Any changes should be reported to the Agency's Contract Administrator within 30 days.

EXHIBIT 10-01 CONSULTANT PROPOSAL DBE COMMITMENT

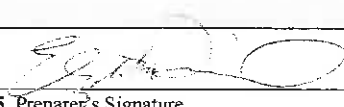
(Inclusive of all DBEs listed at bid proposal. Refer to instructions on the reverse side of this form)

Consultant to Complete this Section			
1. Local Agency Name: <u>Town of Apple Valley</u>			
2. Project Location: <u>Bear Valley Road Bridge (over the Mojave River) Br. No. 54C-0086</u>			
3. Project Description: <u>Bear Valley Road Bridge (over the Mojave River) Rehabilitation and Widening</u>			
4. Consultant Name: <u>Dokken Engineering</u>			
5. Contract DBE Goal %: <u>0</u>			
DBE Commitment Information			
6. Description of Services to be Provided	7. DBE Firm Contact Information	8. DBE Cert. Number	9. DBE %
Hydraulics/Hydrology	WRECO 1243 Alpine #108, Walnut Creek, CA 94596	#30066	1.61
Surveying/Mapping	AGUIRRE & ASSOCIATES 8265 Commercial St #1, La Mesa, CA 91942	#6729	2.04
Local Agency to Complete this Section		10. Total % Claimed	<u>3.65</u> %
16. Local Agency Contract Number: _____			
17. Federal-aid Project Number: _____			
18. Proposed Contract Execution Date: _____			
Local Agency certifies that all DBE certifications are valid and the information on this form is complete and accurate:		11. Preparer's Signature 	
19. Local Agency Representative Name (Print) _____		12. Preparer's Name (Print) <u>Elizabeth B. Diamond, PE</u>	
20. Local Agency Representative Signature _____		13. Preparer's Title <u>Project Manager</u>	
21. Date _____		14. Date <u>11/11/2013</u>	
22. Local Agency Representative Title _____		15. (Area Code) Tel. No. <u>(916) 858-0642</u>	
23. (Area Code) Tel. No. _____			

Distribution: (1) Original – Consultant submits to local agency with proposal
 (2) Copy – Local Agency files

EXHIBIT 10-02 CONSULTANT CONTRACT DBE INFORMATION

(Inclusive of all DBEs listed at contract award. Refer to instructions on the reverse side of this form)

Consultant to Complete this Section			
1. Local Agency Name: <u>Town of Apple Valley</u>			
2. Project Location: <u>Bear Valley Road over the Mojave River, Br. No. 54C-0086</u>			
3. Project Description: <u>Bear Valley Road Bridge (over the Mojave River) Rehabilitation and Widening</u>			
4. Total Contract Award Amount: \$ <u>2,130,398.15</u>			
5. Consultant Name: <u>Dokken Engineering</u>			
6. Contract DBE Goal %: <u>0</u>			
7. Total Dollar Amount for <u>all</u> Subconsultants: \$ <u>\$237,396.08</u>			
8. Total Number of <u>all</u> Subconsultants: <u>4</u>			
Award DBE/DBE Information			
9. Description of Services to be Provided	10. DBE/DBE Firm Contact Information	11. DBE Cert. Number	12. DBE Dollar Amount
Hydraulics/Hydrology	WRECO 1243 Alpine #108, Walnut Creek, CA 94596	#30066	\$34,183.50
Survey / Mapping	AGUIRRE & ASSOCIATES 8265 Commercial St #1, La Mesa, CA 91942	#6729	\$43,515.75
Local Agency to Complete this Section		13. Total Dollars Claimed \$ <u>77,699.25</u>	14. Total % Claimed <u>3.65</u> %
20. Local Agency Contract Number: _____ 21. Federal-aid Project Number: _____ 22. Contract Execution Date: _____ Local Agency certifies that all DBE certifications are valid and the information on this form is complete and accurate: 23. Local Agency Representative Name (Print) _____ 24. Local Agency Representative Signature _____ 25. Date _____ 26. Local Agency Representative Title _____ 27. (Area Code) Tel. No. _____			
Caltrans to Complete this Section		15. Preparer's Signature  Elizabeth B. Diamond, PE 16. Preparer's Name (Print) Project Manager 17. Preparer's Title 11/11/2013 (916) 858-0642 18. Date 19. (Area Code) Tel. No.	
Caltrans District Local Assistance Engineer (DLAE) certifies that this form has been reviewed for completeness: 28. DLAE Name (Print) _____ 29. DLAE Signature _____ 30. Date _____			

- Distribution:** (1) Copy – Email a copy to the Caltrans District Local Assistance Engineer (DLAE) within 30 days of contract award. Failure to send a copy to the DLAE within 30 days of contract award may result in delay of payment.
 (2) Copy – Include in award package sent to Caltrans DLAE
 (3) Original – Local agency files

EXHIBIT 10-F CERTIFICATION OF CONSULTANT, COMMISSIONS & FEES

I HEREBY CERTIFY that I am the President, and duly authorized representative of the firm of Dokken Engineering, whose address is 110 Blue Ravine Road, Suite 200, Folsom, CA 95630, and that, except as hereby expressly stated, neither I nor the above firm that I represent have:

- (a) employed or retained for a commission, percentage, brokerage, contingent fee, or other consideration, any firm or person (other than a bona fide employee working solely for me or the above consultant) to solicit or secure this contract; nor
- (b) agreed, as an express or implied condition for obtaining this contract, to employ or retain the services of any firm or person in connection with carrying out the contract; nor
- (c) paid, or agreed to pay, to any firm, organization or person (other than a bona fide employee working solely for me or the above consultant) any fee, contribution, donation, or consideration of any kind, for or in connection with, procuring or carrying out this contract.

I acknowledge that this Certificate is to be made available to the California Department of Transportation (Caltrans) in connection with this contract involving participation of federal-aid highway funds, and is subject to applicable state and federal laws, both criminal and civil.

November 11, 2013
(Date)


(Signature)

Distribution: 1) Local Agency Project File (Original & Contract)
2) DLAE (with contract copy)

EXHIBIT 10-G CERTIFICATION OF LOCAL AGENCY

I HEREBY CERTIFY that I am the _____ Town Engineer _____ of the
_____ Town of Apple Valley _____, and that the consulting firm of
_____ Dokken Engineering _____, or its representative has not been required (except
as herein expressly stated), directly or indirectly, as an express or implied condition in connection
with obtaining or carrying out this Agreement to:

- (a) employ, retain, agree to employ or retain, any firm or person, or
- (b) pay or agree to pay, to any firm, person or organization, any fee, contribution, donation, or
consideration of any kind.

I acknowledge that this Certificate is to be made available to the California Department of Transportation
(Caltrans) in connection with this Agreement involving participation of federal-aid highway funds, and is
subject to applicable state and federal laws, both criminal and civil.

3/13/14
(Date)


(Signature)

BRAD MILLER, PE
(Print Name)

Distribution: 1) Local Agency Project File (original & Contract)
2) DLAE (with contract copy)

ATTACHMENTS