

**BRIDGE PREVENTIVE MAINTENANCE PROGRAM (BPMP) 5945(125)**

**CONSULTANT SERVICES AGREEMENT**



**FINAL ENGINEERING PLANS, SPECIFICATIONS AND ESTIMATE**

**COUNTY OF KINGS  
BRIDGE PREVENTATIVE MAINTENANCE PROGRAM  
BPMP 5945(125)  
RFP # 2024-40**

\_\_\_\_\_, 2024

ISSUED BY:

Kings County-Public Works Department  
1400 W. Lacey Boulevard  
Building 6  
Hanford, CA 93230

## BRIDGE PREVENTIVE MAINTENANCE PROGRAM (BPMP) 5945(125)

THIS AGREEMENT is made and entered into on \_\_\_\_\_, \_\_\_\_ 2024, by and between the County of Kings, a political subdivision of the State of California (“County”), and Dokken Engineering, a California corporation (“Consultant”) (singularly a “Party,” collectively the “Parties”).

### RECITALS

WHEREAS, the County requested proposals for consulting services to provide a Plans, Specifications, & Estimate (“PS&E”) package for the Bridge Preventive Maintenance Program (“BPMP”) project for various bridges throughout the County. These consulting services are to include utility coordination services, environmental clearance under the National Environmental Protect Act (known as NEPA) and California Quality Act (known as CEQA), right of way acquisition services, and final engineering PS&E performed to the satisfaction of the County, state, and the Federal Highway Administration (“FHWA”).

WHEREAS, the Consultant’s response indicates that it possesses the professional qualifications, relevant experience, and demonstrated competence to provide these consulting services and

WHEREAS, the Consultant is ready, willing, and able to perform these consulting services to the satisfaction of the County, state, and federal funding terms and conditions.

NOW, THEREFORE, the Parties mutually agree as follows:

1. SERVICES. The county engages the Consultant, and the Consultant shall do, perform, and carry out the services outlined in Exhibit A to the reasonable satisfaction of the County’s Public Works Director or designee. All work performed and billed to the County by the Consultant shall be grant-eligible by CALTRANS Highway Bridge Program (known as HBP) funding requirements unless otherwise directed by the County in writing.

The consultant shall submit final plans to the County in hardcopy and electronic format using AutoCAD 2023 or later. The Consultant shall also submit final specifications in hardcopy and electronic format using Microsoft Word. Other electronic files shall be in electronic format using industry-standard software.

2. TIME FOR PERFORMANCE/TERM. Time is of the essence in this Agreement. Consultant shall commence performance of work or services once both Parties have fully executed this Agreement, and the County has issued a Notice to Proceed. The services outlined in **Exhibit A** will commence within five (5) days of the Consultant’s receipt of the County’s written Notice to Proceed and shall terminate three (3) years from the execution date.

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3. PROFESSIONAL STANDARDS. By submitting final documents for approval by the County, the Consultant represents that said documents are accurate. The Consultant is responsible to the County for the professional quality, adequacy, and completeness of the services, studies, and reports and represents that such services, studies, and reports will be suitable for the intended purposes.

The Consultant shall perform the services detailed in this Agreement with the professional skill and care ordinarily exercised by expert members of the engineering profession practicing in the State of California under similar conditions.

Where applicable and in accordance with California law, the responsible Consultant or its engineer shall sign and seal reports and engineering data furnished by him/her.

### 4. COMPENSATION.

A. County shall pay Consultant a fee for services rendered, calculated according to rates reflected in Consultant's cost proposal, attached to this Agreement as **Exhibit B**. Notwithstanding any other provisions of this Agreement, including its exhibits, the total amount payable to Consultant for work under this Agreement, including for Optional Tasks (defined in the following paragraph), shall not exceed **\$1,031,306.80**. The total fee paid to the Consultant shall include compensation for all work and deliverables, including but not limited to salary, overhead, profit, travel, and equipment as described in **Exhibit A**. Consultant is not entitled to, nor will Consultant receive additional compensation, unless the scope of work is changed through an amendment under Section 31.

B. This Agreement includes Optional Tasks to be performed and compensated as needed with prior authorization from the County. No payment will be made for Optional Tasks performed without prior approval from the County. For greater clarity, these Optional Tasks are identified in the Cost Proposal attached to this Agreement as **Exhibit B**, listed in the table titled "Project Fee by Task."

C. No payment will be made for any work performed before the Consultant receives the Notice to Proceed from the County.

D. The consultant shall identify the job classifications in Exhibit B, subject to prevailing wage rates. For greater clarity, work performed onsite will generally be subject to payment of prevailing wage rates, outlined in Section 13 below.

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E. The Parties agree that the Federal Acquisition Regulations outlined in Title 48 of the Code of Federal Regulations, Part 31, are the governing factors regarding allowable cost elements. (48 C.F.R. §31.00 et seq.) The Parties shall comply with Title 2 of the Code of Federal Regulations, Part 200, the Office of Management and Budget Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards. (2 C.F.R. 200 et seq.)

F. Any cost, attributable directly or indirectly to Consultant's error, for which payment has been made to Consultant that is determined by subsequent audit to be unallowable under Title 2, Part 200 (2 C.F.R. 200 et seq.) is subject to repayment by Consultant to the State.

5. INVOICING AND PAYMENT. No sooner than the 10<sup>th</sup> day of each calendar month, the Consultant shall submit a detailed invoice for services rendered during the previous calendar month to the County. Within thirty (30) days of receipt of an invoice, the County will either reject the invoice or approve and remit to the Consultant the invoiced portion of the fee as a progress payment. Upon rejection of the invoice, the County shall return the invoice to the Consultant for correction and resubmittal.

The consultant will be deemed to have waived all rights to compensation for any services not billed within ninety (90) days after the month the services were provided.

6. TERMINATION. The right to terminate this Agreement under this provision may be exercised without prejudice to any other right or remedy to which the terminating Party may be entitled at law or under this Agreement.

A. Without Cause: The county will have the right to terminate this Agreement without cause by giving ten (10) days prior written notice of intention to terminate under this provision, specifying the termination date. No sanctions will be imposed.

B. With Cause. Either Party may terminate this Agreement should the other Party:

(1) be adjudged a bankrupt, or

(2) become insolvent or have a receiver appointed, or

(3) make a general assignment for the benefit of creditors, or

(4) suffer any judgment that remains unsatisfied for thirty (30) days and which would substantively impair the ability of the judgment debtor to perform under this Agreement or

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(5) materially breach this Agreement.

For any occurrences except item five (5), termination may be effected upon written notice by the terminating Party specifying the termination date. Upon a material breach, this Agreement may be terminated following the failure of the breaching Party to remedy the breach to the satisfaction of the non-breaching Party within five (5) days of written notice specifying the breach. If the breach is not cured within five (5) days, the non-breaching Party may terminate this Agreement on further written notice specifying the termination date. Sanctions taken will be the possible rejection of future proposals based on specific causes of non-performance.

C. Effects of Termination. The county shall pay the Consultant the compensation earned to the date of termination for work and deliverables accepted by the County. The payment of such compensation is subject to the restrictions on the payment of compensation otherwise provided in this Agreement. It is conditioned upon receipt from the Consultant of any plans, specifications, estimates, and other documents prepared by the Consultant by the date of termination by this Agreement.

7. INSURANCE. For the entire term of this Agreement, Consultant shall comply with the insurance requirements outlined in **Exhibit C**, attached to this Agreement.

8. INDEMNIFICATION.

A. When the law establishes a professional standard of care for Consultant's Services, to the fullest extent permitted by law, Consultant shall indemnify, protect, defend, and hold harmless County and all of its Board members, officials, employees and agents from and against all losses, liabilities, damages, costs, and expenses, including legal counsel's fees and costs but only to the extent Consultant (and its subcontractors) are responsible for such damages, liabilities, and costs on a comparative basis of fault between Consultant (and its subcontractors) and County in the performance of professional services under this Agreement. Consultant shall not be obligated to defend or indemnify County for County's negligence or third-parties' negligence.

B. Other than in the performance of professional services and to the full extent permitted by law, Consultant shall indemnify, defend, and hold harmless County and any of its Board members, employees, officials, and agents from and against any liability (including liability for claims, suits, actions, arbitration proceedings, administrative proceedings, regulatory proceedings,

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losses, expenses or costs of any kind, whether actual, alleged or threatened, including legal counsel's fees and expenses, court costs, interest, defense costs, and expert witness fees), where the same arise out of, are a consequence of, or are in any way attributable to, in whole or in part, the performance of this Agreement by Consultant or by any individual or entity for which Consultant is legally liable, including, but not limited to, officers, agents, employees, or subcontractors of Consultant.

C. These indemnification obligations shall survive the termination of this Agreement as to any acts or omissions occurring under this Agreement or any extension of this Agreement.

The Consultant shall provide written notice to the County at least ten (10) days before any change to the list of vital personnel. No change shall be made to the list without the County's prior written approval, which shall not be unreasonably withheld, provided that any proposed substitute personnel shall have qualifications and experience equal to or better than the individual(s) to be replaced.

9. PATENT RIGHTS AND COPYRIGHTS. The patent rights provisions described in 37 CFR regarding rights to inventions shall apply to this Agreement. The county may permit copyrighting reports or other agreement products. If copyrights are permitted, the Agreement shall provide that the U.S. Department of Transportation, Federal Highway Administration ("FHWA"), and the County shall have the royalty-free, non-exclusive, and irrevocable right to reproduce, publish, or otherwise use and authorize others to use the work for governmental purposes.

10. OWNERSHIP OF DOCUMENTS. Tracings, plans, specifications, and maps prepared or obtained under the terms of this Agreement shall be delivered to and become the property of the County, and basic survey notes and sketches, charts, computations, and other data prepared or obtained under this Agreement shall be made available, upon request, to County without restriction or limitation on their use. For preliminary plans only, nothing stated or implied in this Agreement constitutes a limitation on the subsequent use of the plans or ideas incorporated in this Agreement to prepare construction plans. The county shall indemnify and hold the Consultant harmless for any reuse by the County of documents produced under this Agreement for any other projects without the written approval of the Consultant.

11. RECORDS. Consultant shall maintain complete and accurate records concerning the services rendered and the costs incurred under this Agreement, including records concerning any payments to employees or subcontractors. The Consultant shall retain these records for inspection by the County, state, FHWA, or their duly authorized representatives. All such records will be prepared per generally accepted accounting

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procedures, clearly identified, and kept readily accessible. Upon request, Consultant shall make such records available for inspection by County, state, FHWA, or their duly authorized representative(s) for auditing and copying such records during the term of this Agreement and continuing for five (5) years from the date of final payment under this Agreement or any extension of this Agreement.

### **12. INDEPENDENT CONTRACTOR STATUS.**

A. Consultant is an independent contractor, not an agent, officer, or employee of the County. The Parties mutually understand and agree that this Agreement is by and between two independent contractors and is not intended to, and shall not be construed to create, the relationship of agent, servant, employee, partnership, joint venture, or association.

B. Consultant is obligated to pay all applicable taxes, deductions, and other obligations including, but not limited to, federal and state income taxes, withholding, Social Security, unemployment, disability insurance, Workers' Compensation, and Medicare payments.

C. Consultant, with full knowledge and understanding of the preceding, freely, knowingly, willingly, and voluntarily waives the right to assert any claim to any right or benefit or term or condition of employment insofar as they may be related to or arising from compensation paid hereunder.

D. Notwithstanding this independent contractor relationship, the County reserves the right to monitor and evaluate the Consultant's performance to ensure compliance with this Agreement.

13. **COMPLIANCE WITH LAW.** Consultant shall comply with all federal, state, and local laws, regulations, and directives applicable to its performance. Concerning the Consultant's employees, the Consultant shall comply with all laws and regulations pertaining to wages and hours (including prevailing wage rates where applicable), state and federal income tax, unemployment insurance, Social Security, disability insurance, workers' compensation insurance, and discrimination in employment.

All onsite work performed by the Consultant's personnel shall be subject to the payment of prevailing wages as required by the Labor Code. Consultant further understands and agrees that it shall bear sole responsibility for ensuring its enforcement, including registering with and submitting certified payrolls to the Department of Industrial Relations for compliance monitoring under Labor Code section 1725.5.

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14. NON-ASSIGNABILITY. Unless otherwise provided in this Agreement, the County relies on the Consultant's skill and expertise, and the Consultant may not assign any part of this Agreement or monies due to the Consultant under this Agreement.

15. SUBCONTRACTS. Services provided by the Consultant may be subcontracted to reputable and qualified subcontractors upon written notice to and written approval of the County and may not be unreasonably withheld. Subcontracts shall ensure the following sections in this Agreement are contained in all subcontracts under this Agreement: a) Section 7, Insurance; b) Section 8, Indemnification; c) Section 10, Ownership of Documents; d) Section 11, Records; e) Section 13, Compliance with Law; and e) Section 18, Conflict of Interests of this Agreement.

16. NOTICE. Except as may be otherwise required by law, any notice to be given must be written and must be either personally delivered, sent by facsimile transmission, or sent by First Class Mail, postage prepaid and addressed as follows:

### **COUNTY OF KINGS**

Mitchel Cabrera, PE, Chief Engineer  
1400 W. Lacey Blvd., Bldg. 6  
Hanford CA 93230  
Mitchel.Cabrera@co.kings.ca.us

### **DOKKEN ENGINEERING**

Gabriel Hoxmeier, PE Project Manager  
1450 Frazee Road, Suite 100  
San Diego, CA 92108

A notice delivered personally or sent by facsimile transmission is deemed to be received upon receipt. Notice sent by First Class Mail will be deemed received on the fourth day after the date of mailing.

Either Party may change the above address by giving written notice under this section. The above-stated Consultant address shall be the primary working office location for the duration of this Agreement.

17. CONFLICT OF INTERESTS. Consultant warrants that he/she has not employed or retained any company or person, other than a bona fide employee working for Consultant, to solicit or secure this Agreement and that he/she has not paid or agreed to pay any company or person, other than a bona fide employee, any fee, commission, percentage, brokerage fee, gift, or any other consideration, contingent upon or resulting from the award or formation of this Agreement. For breach or violation of this warrant, the County reserves the right to seek any remedy available in law or equity, including termination of this Agreement (see **Exhibit D**).

The county has not required the Consultant to employ or retain any company or person or to pay or agree to pay any firm, person, or organization any fee, contribution donation, or consideration of any and, contingent upon or resulting from the award or



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formation of this Agreement (see **Exhibit E**).

18. CHOICE OF LAW. The Parties executed and delivered this Agreement in the County of Kings, State of California. The laws of the State of California govern this Agreement's validity, enforceability, and interpretation, notwithstanding conflicts of law principles. Kings County is the property venue for any action or proceeding, in law or equity, that may be brought in connection with this Agreement. Consultant waives any rights it may possess under Section 394 of the Code of Civil Procedure to transfer any action arising out of this Agreement to a neutral county or other venue.

19. WAIVERS. Notwithstanding the passage of time, the failure of either Party to insist on strict compliance with any provision of this Agreement will not be considered a waiver of any right to do so, whether for that breach or any subsequent breach. The acceptance by either Party of either performance or payment will not be considered a waiver of any preceding breach of the Agreement by the other Party.

20. DISADVANTAGED BUSINESS ENTERPRISE PARTICIPATION. Upon review of the project's scope of work, the County has established a Disadvantaged Business Enterprise (DBE) goal of twenty-five (25) percent for this Agreement.

21. NON-DISCRIMINATION. In rendering services under this Agreement, Consultant shall comply with all applicable federal, state, and local laws, rules, and regulations and shall not discriminate based on age, ancestry, color, gender, marital status, medical condition, national origin, physical or mental disability, race, religion, sexual orientation, or any other basis prohibited by law.

Further, the Consultant shall not discriminate against its employees, including, but not limited to, employment upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.

22. UNFORESEEN CIRCUMSTANCES. Neither Party shall be responsible for any delay caused by a natural disaster, epidemic, pandemic, war, civil disturbance, labor dispute, or other cause beyond the reasonable control of a Party, on the condition the affected Party notices the other Party in writing of the delay's cause within ten (10) of the date the delay began. After that, the Parties shall meet and confer as to whether to amend, suspend, or terminate this Agreement.

23. TITLES TO BE DISREGARDED. The titles of the sections, subsections, and paragraphs outlined in this Agreement are inserted for convenience of reference only. They shall be disregarded when construing or interpreting any of the provisions of this Agreement.

## **BRIDGE PREVENTIVE MAINTENANCE PROGRAM (BPMP) 5945(125)**

24. NO THIRD-PARTY BENEFICIARIES. County and Consultant are the only Parties to this Agreement and are the only Parties entitled to enforce its terms. Nothing in this Agreement gives, is intended to give, or shall be construed to give or provide, any right or benefit, whether directly or indirectly or otherwise, to a third-party.

25. SEVERABILITY. Suppose any provisions of this Agreement are found by any court or other legal authority or are agreed by the Parties to be invalid, void, or unenforceable. In that case, the remaining provisions shall nevertheless continue in full force and effect to the extent necessary to effectuate the Parties' original intent as closely as possible.

26. SURVIVAL. The following sections survive the termination of this Agreement: a) Section 7, Insurance; b) Section 8, Indemnification; and c) Section 11, Records; d) Section 12, Confidentiality.

27. FURTHER ASSURANCES. Each Party agrees to execute any additional documents and to perform any further acts which may be reasonably required to affect the purposes of this Agreement.

28. CONFLICT IN TERMS. If this Agreement conflicts with its Exhibits A through F, this Agreement controls.

29. ENTIRE AGREEMENT; REPRESENTATION. This Agreement, including its Recitals and Exhibits, is fully incorporated into and integral to this Agreement and constitutes the entire agreement between the Parties. No inducements, promises, terms, conditions, or obligations made or entered into by the County or Consultant are other than those contained in this Agreement.

This Agreement represents the contributions of both Parties, each represented by competent counsel. It is expressly agreed and understood that the rule stated in Civil Code Section 1654, that ambiguities in a contract should be construed against the drafter, have no application to the construction of the Agreement.

30. CONFIDENTIALITY. Consultant shall not use County's confidential information ("Confidential Information") for any purpose other than performing under this Agreement, and Consultant shall prevent the unauthorized disclosure of Confidential Information. Upon receipt of a third-party's request to disclose Confidential Information, the Consultant shall promptly submit said request to the County.

31. AMENDMENTS. This Parties may modify this Agreement only by a written amendment signed by the Consultant and the County's Board of Supervisors or other representative as authorized by the Board.

**BRIDGE PREVENTIVE MAINTENANCE PROGRAM (BPMP) 5945(125)**

32. EXECUTION. This Agreement may be executed in more than one (1) counterpart, each of which may be deemed an original. The Parties may execute this Agreement electronically.

33. AUTHORITY. Each signatory to this Agreement represents it is authorized to enter it and bind the Party that its signature represents.

**SIGNATURES OF ON THE FOLLOWING PAGE**

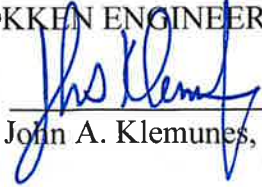
**BRIDGE PREVENTIVE MAINTENANCE PROGRAM (BPMP) 5945(125)**

IN WITNESS WHEREOF the Parties executed this Agreement on the day and year first written above.

COUNTY OF KINGS

DOKKEN ENGINEERING

By: \_\_\_\_\_  
Doug Verboon, Chairman  
Kings County Board of Supervisors

By:  \_\_\_\_\_  
John A. Klemunes, President


ATTEST

By: \_\_\_\_\_  
Catherine Venturella, Clerk of the Board  
Kings County Board of Supervisors

INSURANCE APPROVED

By:  \_\_\_\_\_  
Sarah Poots  
Risk Manager

APPROVED AS TO FORM  
Diane Freeman, County Counsel

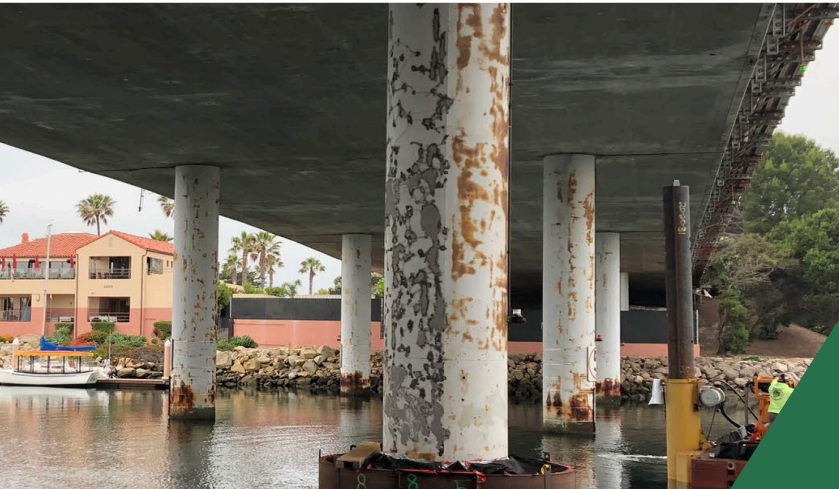
By:  8/5/2024  
Cindy Crose Kliever, Deputy County Counsel

**LIST OF EXHIBITS**

<u>EXHIBIT</u>	<u>DESCRIPTION</u>
EXHIBIT A .....	Scope of Work
EXHIBIT B .....	Cost Proposal
EXHIBIT C .....	Insurance Requirements
EXHIBIT D .....	Certification of Consultant
EXHIBIT E .....	Certification of Local Agency
EXHIBIT F .....	State Contract Requirements



# SCOPE OF WORK



## Exhibit A



**Bridge Preventative Maintenance Program BPMP 5945(125)  
RFP #2024-40**

## SCOPE OF WORK

### PROJECT APPROACH

The County of Kings (County) is seeking Preliminary Engineering, Environmental, Demolition and Right of Way Services for bridge preventative maintenance projects throughout the county. The Caltrans Local Assistance Bridge Preventive Maintenance Program (BPMP) established under the Highway Bridge Program (HBP) serves to extend the life of local agency bridges and delay the need for full rehabilitation or replacement by performing certain qualifying preventative maintenance work.

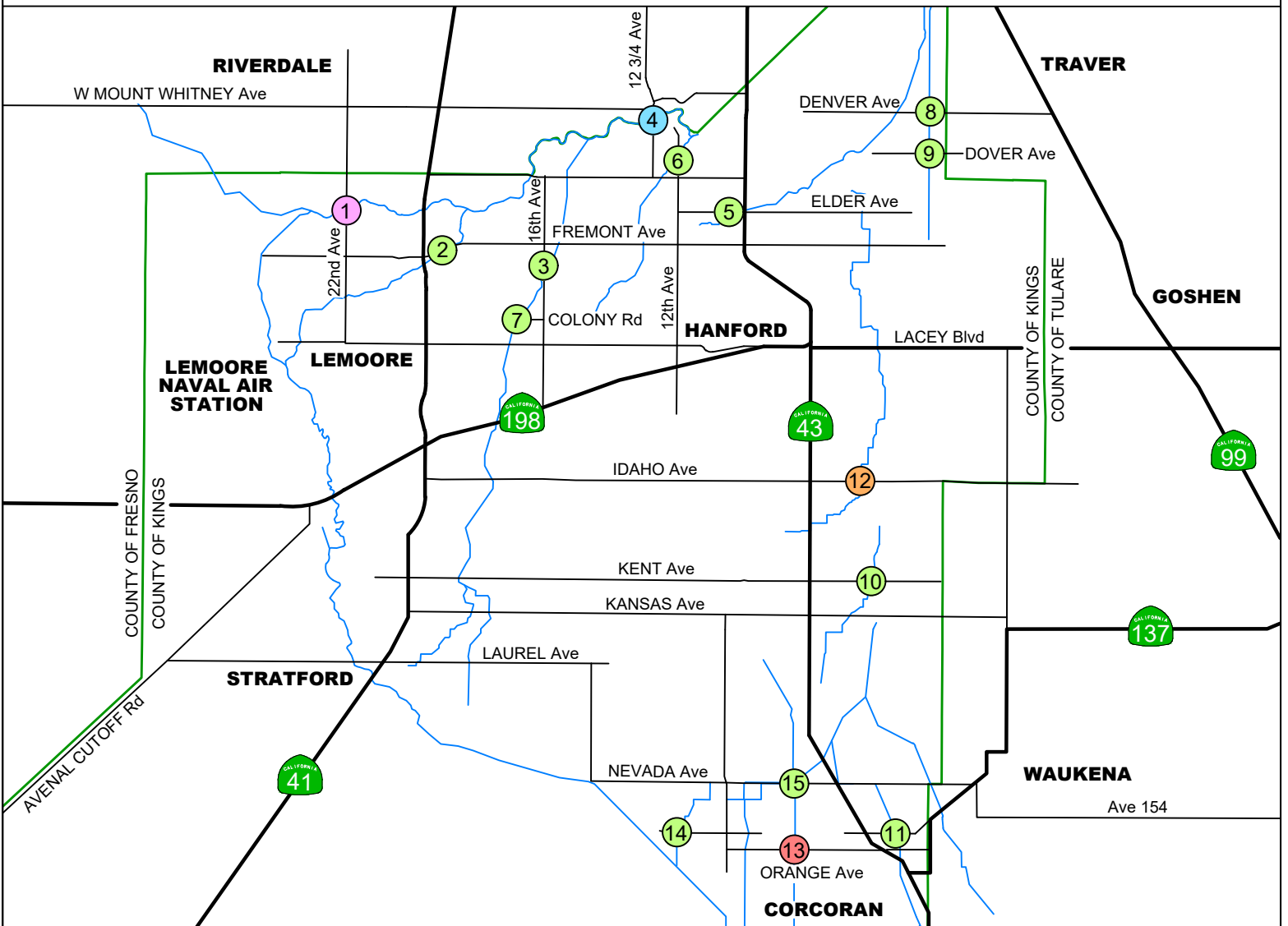
The County has developed a BPMP for their 110 structures currently maintained by county forces. As part of this project, the BPMP plan (BPMP 5945(125)) has 15 selected bridges in the BPMP Project List No.2 to develop Plans, Specifications & Estimate (PS&E). Most of the bridge work identified is limited to the deck surface with cleaning and subsequent treatment of methacrylate. Two bridges require additional work below the bridge deck to clean and paint steel members. As NEPA compliance is required, work performed in the channel will require additional environmental permits for any streambed and water impacts. Temporary construction easements will be needed to access the area. Boundary surveys will be performed to support ROW.

The project is federally funded by the Federal Highway Administration (FHWA) through the Highway Bridge Program (HBP) and administered by Caltrans Local Assistance. Funding authorization has been obtained for Preliminary Engineering (PE) phase. As such, the project must meet the guidelines and requirements of the HBP.

The most current inspection reports indicate work recommendations that aren't reflected in the BPMP work plan. Some of these recommendations include repairing scour conditions and deck cracks. We are assuming these recommendations are not to be included in the scope of this project. If the county wishes to pursue adding these additional recommendations to the scope, we have experience supporting agencies in submitting the Local Assistance Program Guidelines (LAPG) Forms 6A and 6D to request the anticipated funding to accommodate the additional work. It is anticipated that these forms will need to be submitted regardless, due to the escalated design and construction costs exceeding the currently programed values.



The Dokken Team has reviewed the documents provided in the RFP, requested scope of work, and bridge inspection reports gain a full understanding of the project and identify key constraints of the design. The following table summarizes the key project issues and describes the benefit the Dokken Team will bring to the County, which is further discussed on the following pages. An exhibit showing the Houston Avenue improvement limits and features is provided for reference.



LEGEND:

- (XX) BRIDGE ID
- METHACRYLATE
- METHACRYLATE AND JOINT SEAL
- METHACRYLATE, JOINT SEAL AND BRIDGE RAILING
- METHACRYLATE, GIRDERS AND BEARINGS
- COLUMNS

BRIDGE ID	BRIDGE NAME	LENGTH (ft)
1	22nd Ave AT KINGS RIVER	200
2	FREMONT AT S FORK KINGS RIVER	250
3	16th Ave AT LOWER KINGS RIVER DITCH	90
4	12 3/4 Ave AT KINGS RIVER	420
5	ELDER Ave AT PEOPLES DITCH	30
6	12th Ave AT LAST CHANCE DITCH	75
7	COLONY Rd AT LEMOORE CANAL	60
8	DENVER Ave AT LAKELAND CANAL	70
9	DOVER Ave AT LAKELAND CANAL	80
10	KENT Ave AT CROSS CREEK	120
11	NILES Ave AT MIDDLE BRANCH CROSS CREEK	120
12	IDAHO Ave AT CROSS CREEK	90
13	ORANGE Ave AT EAST BRANCH CROSS CREEK	100
14	NILES Ave AT SWEET CANAL	60
15	NEVADA Ave AT EAST BRANCH CROSS CREEK	100







**Bridge Preventative Maintenance Program BPMP 5945(125)  
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ISSUE	SOLUTION	BENEFIT
<b>Structures</b>		
Deck repairs may be more extensive than anticipated	Dokken Engineering understands that prior to applying deck treatments, all bridge decks will undergo abrasive cleaning that may expose additional deck damage to be repaired. To address these challenges, the Dokken team will inspect the bridge sites during the early stages of the project and include additional deck repair details on the plans for the contractor to properly address all deck repairs during construction.	The project team has extensive experience with deck repair work and is prepared for any additional deck repairs that may arise during the design and construction phases of the project. By including this information on the bid documents, the design team, as well as the County, can limit the chances of change orders and RFI's during construction.
Containing hazardous waste while painting structural components in waterways.	While paint containment is typically handled in the means and methods, the design team will consider these means and methods throughout the PS&E phases to provide plans that facilitate the construction phase. The structure designers will work closely with the environmental planners to provide proper clearance and avoid means and methods issues during construction.	Dokken's in-house environmental team allows the design team to work closely alongside the environmental planners to ensure hazardous materials such as paint are properly dealt with during construction.
<b>State and Federal Procedures</b>		
Knowledge of the Federal Aid process.	Following State and Federal guidelines is key to receive funding through the available State and Federal programs. The development of PS&E must follow standard Caltrans, HBP and FHWA requirements, which include obtaining E-76 approvals, and compliance with NEPA and full compliance with Chapter 11 of the Local Assistance Program Guidelines.	Dokken Engineering works exclusively on transportation projects that require compliance with State and Federal regulations. We have a proven track record of project delivery over 3000 projects and are familiar with every step of the Federal process and the approval requirements.
<b>Right of Way</b>		
Temporary Construction Easements.	Contact and communication with the owners early and often to build relationships. Coordination with the design team and the County to produce the resolution of concerns allows Dokken to help our clients implement solutions early.	Dokken's has extensive experience working with a variety of agencies, and property owners. The early coordination avoids delays and produces solutions that best fit needs for all parties.
<b>Utility Conflict Identification</b>		
Construction can be delayed due to under utilized utility coordination and conflict identification.	Utility base mapping and coordination efforts will be prioritized from the beginning of project design by following a utility coordination process (Letter #1 and #3).	Providing utility base maps and clear communication to utility companies will ensure appropriate measures are taken to protect their facilities in place without causing delays to construction.
<b>Stage Construction</b>		
Construction will be completed without full closures of the structures.	Construction will occur on one half of the bridge, while providing one-way access along the opposite side. Temporary delineators will separate vehicles from the construction and flaggers on either side of the bridge will coordinate passing vehicles.	Providing continued access during construction will benefit motorists since no detours will be required. Signs will alert drivers and flaggers will provide a safe route across the bridges.
<b>Environmental</b>		
Compliance with NEPA and CEQA required to utilize federal funding.	Identify work limits and environmental impacts early. Organized tracking of both project wide and bridge specific permits.	Dokken has long history of working closely with Counties and design teams for early identification of environmental impacts and obtaining environmental clearances without project delays.
<b>Drainage</b>		
Temporary Water Pollution Control	Investigate site characteristics and work limits. Identify Best Management Practices (BMPs) to control water pollution.	Dokken has experienced staff and certified Qualified SWPPP Developers (QSD) and Qualified SWPPP Practitioner (QSP) to develop proper storm water pollution prevention plans.



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**STRUCTURES**

The successful approach to this project will be to provide plans that define the overall work and at the same time, highlight the unique details of each site clearly. The plans will also allow the contractor to streamline their means and methods of construction. We anticipate providing individual General Plans defining the limits of work, coupled with focused details where applicable, particularly for joint seals and work on substructural components. We will clearly identify all information regarding the above-grade, at-grade and below-grade modifications, all exposed and underground utilities, manholes, gate valve boxes, survey monuments and any structures that would be affected by project maintenance activities.



We are very familiar with appropriate joint seal cleaning procedures and repair materials. In addition, we have developed relationships with industry representatives that can assist as unusual conditions are encountered. Construction cost estimating for these types of projects can be particularly difficult due to the small scale of required work. Our depth of experience will assist the County with accurately estimating and budgeting costs for these projects.

We have a long history working in rural settings, including bridge replacements, maintenance and rehabilitations, retrofits and widenings in Tulare, San Joaquin, Sutter, Yolo, Amador, Calaveras, Sacramento, and Stanislaus Counties. Many of these bridges are in agricultural settings and cross irrigation facilities. Based on this experience, we are very knowledgeable about the issues and concerns in agricultural areas. Irrigation districts are typically interested in maintaining water flow and access and preventing harm to their facilities. Work cannot be performed during the irrigation season which means construction at these bridges will often occur during late fall and winter. Countermeasures which impact flows will not be allowed, and construction activities will not be allowed to impact critical routes during the harvest season.



**STAGE CONSTRUCTION**

Due to environmental sensitivities of the project locations, access must remain available during construction, if feasible. All bridges identified are two-lane roadways, with one lane of travel in each direction. For the fifteen locations identified, the existing bridge width varies from 24-feet to 32-feet. The existing widths should provide enough width for construction crews to work on half the bridge, while maintaining access on the other side of the bridge. Temporary delineators will be placed along the edge of the work zone, and flaggers will be located on either end of the bridge to direct traffic. Signs will be placed ahead of the work to alert motorists per the most recent version of the California MUTCD. Full closure alternatives may be evaluated by using either detours or limited night work.

**STATE AND FEDERAL PROCEDURES**

The County plans to utilize BPMP funds obligated through the Highway Bridge Program (HBP). Following State and Federal guidelines is key to keep federal funding. To not jeopardize reimbursement and eligibility, it is critical that the project delivery strictly adheres to the requirements and timelines presented in Chapter 11 of the Caltrans Local Assistance Program Guidelines. Therefore, the development of plans, specifications, and construction cost estimate (PS&E) must follow standard Caltrans (State) and FHWA requirements which include obtaining E-76 approvals, and compliance with the National Environmental Policy Act (NEPA) and full compliance with Chapter 11 of the Local Assistance Program Guidelines.

Every Dokken Engineering project requires coordination and compliance with State and Federal regulations. Dokken’s team of experts have extensive experience working with Caltrans, Federal Highway Administration, and Federal and State Resource Agencies and have a thorough understanding of regulatory processes and standards. Our team understands the Caltrans and FHWA project development process and has obtained invaluable insight into the local agency side of project



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funding, programming, authorization paperwork, and Federal regulations that apply to local agency project delivery with Caltrans local assistance oversight. We will use these skills and knowledge (from the delivery of over 3,000 projects) to ensure projects are successfully delivered and compliant with oversight agency requirements.

Because Dokken is focused on transportation projects in California and routinely performs federally funded work, our accounting procedures and calculated overhead rates completely conform to California and Federal requirements. We are routinely audited by Caltrans for conformance with these requirements and our overhead is very established and steady. We maintain a financial management and accounting system as required by 48 CFR Part 16.301-3, 49 CFR Part 18, and 48 CFR Part 31. We will certify that all costs included in the contract are allowable in accordance with the cost principles of the Federal Acquisition Regulations (FAR) of Title 48, Code of Federal Regulations (CFR), Part 31 and that our fee proposal does not include any costs which are expressly unallowable under the cost principles of the FAR of 48 CFR, Part 31. Our demonstrated financial responsibilities, and familiarity with federal cost principles, are some of our strengths.

In addition to our understanding of the Caltrans process, John Klemunes, Dokken’s President, is a former FHWA employee and has applied his federal experience in developing project delivery and funding solutions to assist clients in the timely completion of their projects. John has prepared and guided the preparation of numerous funding applications for local agencies through Caltrans Local Assistance and has been able to secure these funds to deliver their projects. Both John and Gabriel Hoxmeier have successfully delivered projects with Federal Funds and understand the requirements to deliver a project on time and within budget using the proper local assistance exhibits, coordination, and understanding funding deadlines.

Caltrans will be the NEPA lead agency for this project and the County will be the California Environmental Quality Act (CEQA) lead agency. Dokken Engineering’s environmental staff has extensive experience with NEPA/CEQA policies and procedures. We have a close relationship with Caltrans environmental staff, and we will assist the County with all Federal Caltrans paperwork and requirements. Dokken Engineering will work closely with the design team to ensure that the projects do not have any mitigatable environmental impacts. We are prepared to address project impacts by including reasonable avoidance and minimization solutions early in the project design phase.

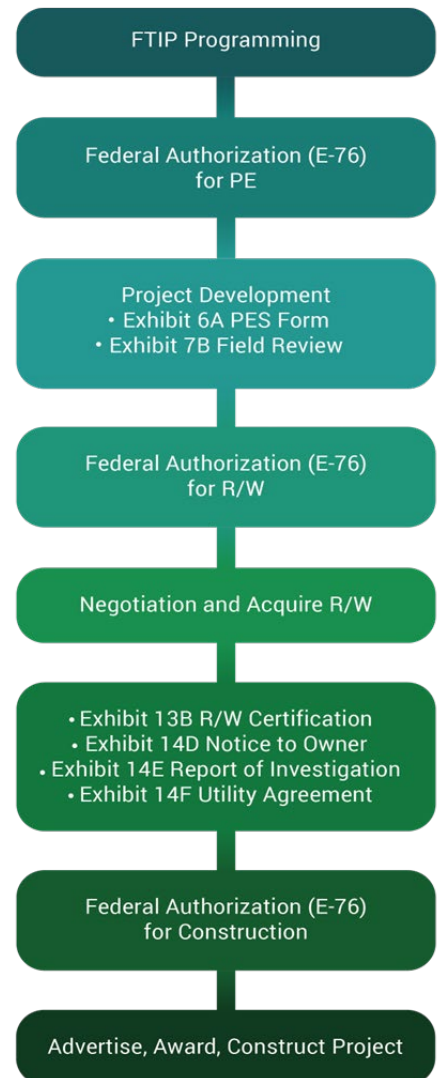
The flow chart to the right identifies the Federal Aid Process and demonstrates our understanding of the paperwork required. There is a specific process that each agency must follow. Since our team has a proven track record of project delivery, we know the steps in this process, when exhibits need to be submitted but also when the FHWA holds all additional funding requests in order to close out their fiscal year.

Through our years of experience, our team has developed several lessons learned which has made us successful in delivering Bridges with Federal Funds:

**This first list is specific to the Federal paperwork process.**

1. Ensure we engage structures Federal program manager or liaison for concurrence with the bridge strategy. Otherwise, they might not concur when the CON RFA goes in (which is a disaster that we have encountered in the past).
2. Having the Right of Way (ROW) Request for Authorization (RFA) reviewed by the District BEFORE the NEPA CE is signed. This streamlines the approval process by meeting with the District near the end of the Environmental process to make sure they understand the project and the ROW needs.
3. Having the CON RFA reviewed by District BEFORE PS&E and ROW Certs are submitted. This includes meeting with the District Local Assistance Engineer near the end of design to make sure they understand the project.
4. Preparing all the utility paperwork in Caltrans format and meet with Federally designated utility coordinator.

**FEDERAL AID PROCESS**





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These sound simple, but when these steps are skipped, projects will drag on or change course severely which will further delay the project.

#### The following list is specific to the delivery of the project.

1. Give major consideration to traffic handling and staging up front while you're determining the study limits for environmental.
2. Project Footprint – Before Dokken Engineering established in-house environmental services, we often had to revise environmental studies, because the final project impacts extended beyond the work limits. This is no longer an issue now that the engineers and environmental planners sit together in the office.
3. Communication - we find that frequent communication between Dokken Engineering and the County keeps projects moving faster.
4. Meeting Efficiencies – we bring large, oversized project exhibits to all meetings with the County staff, Caltrans Local Assistance, Resource Agencies and the Public. These large exhibits seem like a simple item, but they greatly enhance everyone's understanding of the project, its impacts and makes our meetings more productive.
5. Mitigation Measures - Lack of construction attention to mitigation measures – we make our environmental specialists in biology, archaeology available on-call to support the County during construction at a modest cost as part of our construction support contract. We communicate often with the CDFW and invite them out to project sites when mitigations are being performed such as or replanting and mitigation.
6. 2023 (or most current) Specifications –Dokken Engineering is extremely careful to ensure all necessary items are included and that these items use the same name on the plans, special provisions, and the bid item list.

#### UTILITY CONFLICT IDENTIFICATION

Utility coordination and conflict resolution can often cause delays to construction projects. Extensive utility coordination will be performed to ensure all utilities are accounted for as the design advances to construction. Although no utility relocations are anticipated for the project, several bridges have pipes attached to the bridge structure or overhead lines running alongside the length of the bridge. In these cases, additional coordination may be required with the utility owners to ensure appropriate measures are taken to protect these utilities during construction. Dokken will implement a timely and effective utility coordination process by distributing Utility Mapping Requests (Letter #1) and Utility Notice to Owners – No Conflict (Letter #3) to utility owners. It is not anticipated that Relocation Claim Letter to Owners (Letter #2) and liability determination will be necessary since utility relocations are not expected. These active coordination efforts are necessary to obtain concurrence from each utility company and are integral to maintaining a successful project schedule.

#### RIGHT OF WAY

Two bridges (Idaho Ave over Cross Creek, and Orange Ave over East Branch Cross Creek) will require right of way temporary construction easements for the access underneath the bridge. Identifying and solidifying the right of way needs for a project early in the design process is essential to ensuring the timely completion of coordination efforts and deliverables. Our team has the experience needed to quickly identify proposed right of way and easement requirements for temporary construction easements. We will work with County staff to ensure that easements areas are minimized while construction accessibility and staging needs are properly accounted for. Early communication with the private property owners will create a rapport and allow us to alleviate concerns of impacts to their properties to facilitate smooth agreements establishing the temporary construction easements needed for the project.

#### ENVIRONMENTAL

The project will utilize both local and federal funding; therefore, compliance with the National Environmental Policy Act (NEPA) and the California Environmental Quality Act (CEQA) will be required. The lead agency under NEPA is Caltrans and the lead agency under CEQA is the County. Due to potential impacts to federally protected species, environmental compliance for the proposed Project will consist of an Initial Study with Mitigated Negative Declaration (IS/MND) under CEQA and a Categorical Exclusion (CE) under NEPA. Our environmental staff is confident that suitable mitigation options are available, which will minimize potentially significant environmental impacts caused by this Project to a less than significant level. For NEPA, the Project is clearly classified as a CE under 23CFR 771.117 (d)(3) as bridge rehabilitation, reconstruction, or replacement. Dokken's in-house environmental team obtains full environmental approval for approximately 10 bridge projects per year, such as the Pezzi Road Bridge Replacement Project in San Joaquin County and has extensive experience working with Caltrans District 6. Our relationship with Caltrans environmental staff ensures the NEPA environmental



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process will be driven by the County's schedule. Based on preliminary research, primary environmental constraints for the Project include biological resources and potential schedule delays due to regulatory agency permitting requirements.

**BIOLOGICAL RESOURCES**

Two of the bridge locations, Idaho Avenue over Cross Creek and Orange Avenue over the East Branch of Cross Creek, would require working within the creek bed to clean and paint the steel columns, girders, and bearings; thereby resulting in temporary impacts to habitat for the western pond turtle, which is currently proposed for federal protection under the Endangered Species Act, anticipated to occur in the fall of 2024. As a result, Section 7 consultation with the United States Fish and Wildlife Service (USFWS) will be required. Coordination with USFWS can delay environmental approvals and the construction schedule. Dokken has successfully obtained Conference Opinions and Biological Opinions from USFWS for over 50 similar projects in California, and 5 projects within the last 2 years, including the Pezzi Road Bridge Replacement project, Crows Landing Road Bridge Replacement project, the Hickman Road Bridge Replacement project, and the Santa Fe Road Bridge Replacement project. Dokken's experience working on projects with complicated endangered species coordination, and specifically with Caltrans environmental staff through the Local Assistance program, will ensure that the potentially lengthy Section 7 consultation process is completed efficiently and without unnecessary delays.



**PERMITS**

Dokken not only has a thorough understanding of the environmental requirements needed for the preliminary design phase of the project, but we pride ourselves on assisting lead agencies with preparing for the next phase of their Project to ensure a smooth transition. Two of the bridge projects, Idaho Avenue over Cross Creek and Orange Avenue over the East Branch of Cross Creek, would result in temporary and permanent impacts to Cross Creek, a jurisdictional water of the U.S. and State; therefore, regulatory permits will need to be obtained. Dokken has extensive experience working with various agencies within the Kings County region, including U.S. Army Corps of Engineers (USACE) Sacramento Division, California Department of Fish and Wildlife Region 2, and Central Valley Regional Water Quality Control Board. Our close working relationships with agency staff ensures that both of these locations obtain permits quickly and efficiently. Permits will not be required for work at the other 13 bridge locations; therefore, once CEQA and NEPA are complete, the County can proceed with construction for these locations while obtaining permits for the remaining two.

**DRAINAGE**

Based on the BPMP plan, the work activities identified are limited to structure maintenance. There are no anticipated changes to the structures, channels, or impervious areas within the project footprints to warrant hydrology or hydraulics analysis.

With work being performed under and around the bridge within the channel, incorporation of Best Management Practices (BMPs) will be included in the Temporary Water Pollution Control (TWPC) Plans.

**MANAGEMENT APPROACH**

Our project management approach is to be an extension of County staff and provide the County an experienced team. Our team will provide the resources and tools necessary to deliver this project with minimal oversight.

Gabriel Hoxmeier will be the Project Manager for this project. As Project Manager, Gabriel will be responsible for managing the team and the delivering the proposed services. Specifically, he will be responsible for communicating with the County and providing progress updates, schedule and budget control, facilitating meetings with the County and stakeholders, coordinating quality control activities, managing subconsultants, coordinating right of way acquisitions, and ensuring delivery of all project products culminating with a PS&E that is biddable and buildable.

Dokken's project management philosophy is to treat every client as if they are our only client. We are immediately available by phone and e-mail. For us, project management means contract compliance, accurate file systems, budgets and



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schedules, and assembling the appropriate team to do the job right. It means monitoring subconsultant work, progress reporting, and assisting our clients with the hundreds of details involved with project delivery. Dokken uses a consistent project management approach:

- **“No Surprises” Communication with our Clients:** Dokken maintains constant communication with our clients. Emerging issues are brought to our clients, along with proposed solutions.
- **Clear, Concise, and Complete Reporting:** Dokken’s monthly progress reports include accomplished tasks, upcoming tasks, pending issues, and scheduled completion target dates. We coordinate and facilitate regular progress and team meetings and prepare all exhibits and handouts.
- **Project Schedule Monitoring:** Each of Dokken’s projects is guided by a project baseline schedule, clearly indicating milestones, major activities, and deliverables at a level of detail appropriate to the project. The schedule drives the project, not the reverse.
- **Budget Control:** The best way to control the budget is to follow the project schedule. This avoids costly over-runs and extended production times. The key to preserving budgets is to start on time, get it right, and submit the deliverable by the deadline.

**PROJECT COMMUNICATION**

As an extension of County staff, Gabireland his team will use a suite of communication mechanisms to keep the County informed and to maintain the project schedule. The following diagram identifies the key communication methods to deliver projects for the County.



**Internal:** Dokken has long-standing relationships with our subconsultants, and we have established communication protocols that all team members understand. We host weekly internal team conference calls to track progress and keep everyone current on project status and recent decisions that affect their awareness and productivity.

**External:** Our number one goal when working with our clients is successful project delivery. We identify risks early in the process and develop ways to mitigate these risks. We work closely with our clients to keep them informed on the status of their project and any pending decisions, and we are extremely responsive to their needs.

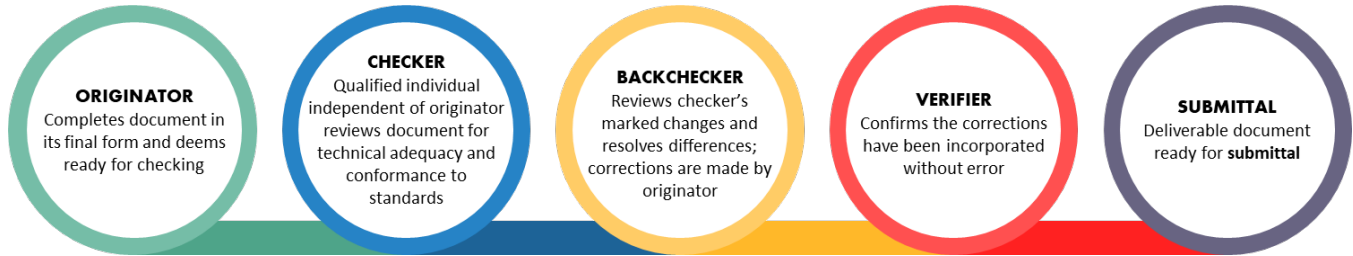
Dokken will also serve as an extension of staff on this contract and as requested can act as the principal point of contact for the County with stakeholders, resource agencies, and utility providers. Gabriel will ensure that the delivery schedule is being managed and that the County is controlling the project schedule and not the agencies. Gabriel will keep the County informed of communications with the outside agencies and elevate key decisions to County staff as required.

**QUALITY ASSURANCE/QUALITY CONTROL**

Dokken and our team members are committed to the County to deliver project documents whose quality exceeds the standards in the industry. For our team, quality is not just a priority, it is a core value. The QA/QC procedures will be prepared and implemented in accordance with our scope of work and will be consistent with our company principles. The procedure will incorporate the approach of continuous review of products as they are developed and as a series of formal review procedures enacted at preparation of major deliverables. The policies and procedures will provide documentation that deliverables meet all requirements of the scope of work. The review of deliverables needed to satisfy the QA/QC procedure is built into our proposed schedule. The following flow chart outlines our QA/QC procedures:



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We take quality very seriously, as a quality plan set provides the most competitive bidding opportunities for projects and helps keep projects within their overall budgets, ultimately resulting in a high-quality project being built, on time with minimal or no change orders.

**COST CONTROL AND BUDGETING METHODOLOGY**

To manage the three interdependent elements found in every project – scope, schedule, and budget – it is necessary to implement a sustainable project control methodology. Gabriel, our Project Manager, will develop and implement the project controls plan. The plan outlines the procedures for conducting work, managing project resources, and reporting project status and progress. The project management tools identified on the right assures on time and within budget project deliverables.

These tools will enable Gabriel to provide a systematic approach to deliver any project. All project participants, including the County and Dokken team, will be aware of the project status in order to make informed management decisions. Our tools and system are designed to respond to these requirements.

Dokken prepares and maintains project schedules for every project. The schedules are monitored, and staffing adjusted to meet milestones. Performance is monitored through quality control checks, review of actual versus planned progress, completion of action items prepared after meetings, monthly invoicing, and progress reporting. Dokken will use the County standards and formats, making invoice review streamlined and familiar to the County. For our team, quality is not just a priority, it is a core value.

Dokken has found that the best way to control budget is to ensure the project schedule is followed. This method avoids costly over-runs and extended production times. The key to preserving budgets is to start on time, get it right, and submit the deliverable on time. Utilizing the same design working group from the beginning of the project to the end ensures consistent thought and engineering practice, while eliminating wasteful hours spent “getting familiar” with a project.

The MS Project Schedule will be supplemented with a deliverables schedule that identifies all project deliverables and submittal dates. The deliverables schedule is a critical project management tool because it specifies what is being delivered to the client and when it is to be submitted. The deliverables schedule will be updated monthly and submitted as part of the monthly invoice to report on the status of completed, in-progress, and upcoming deliverables.

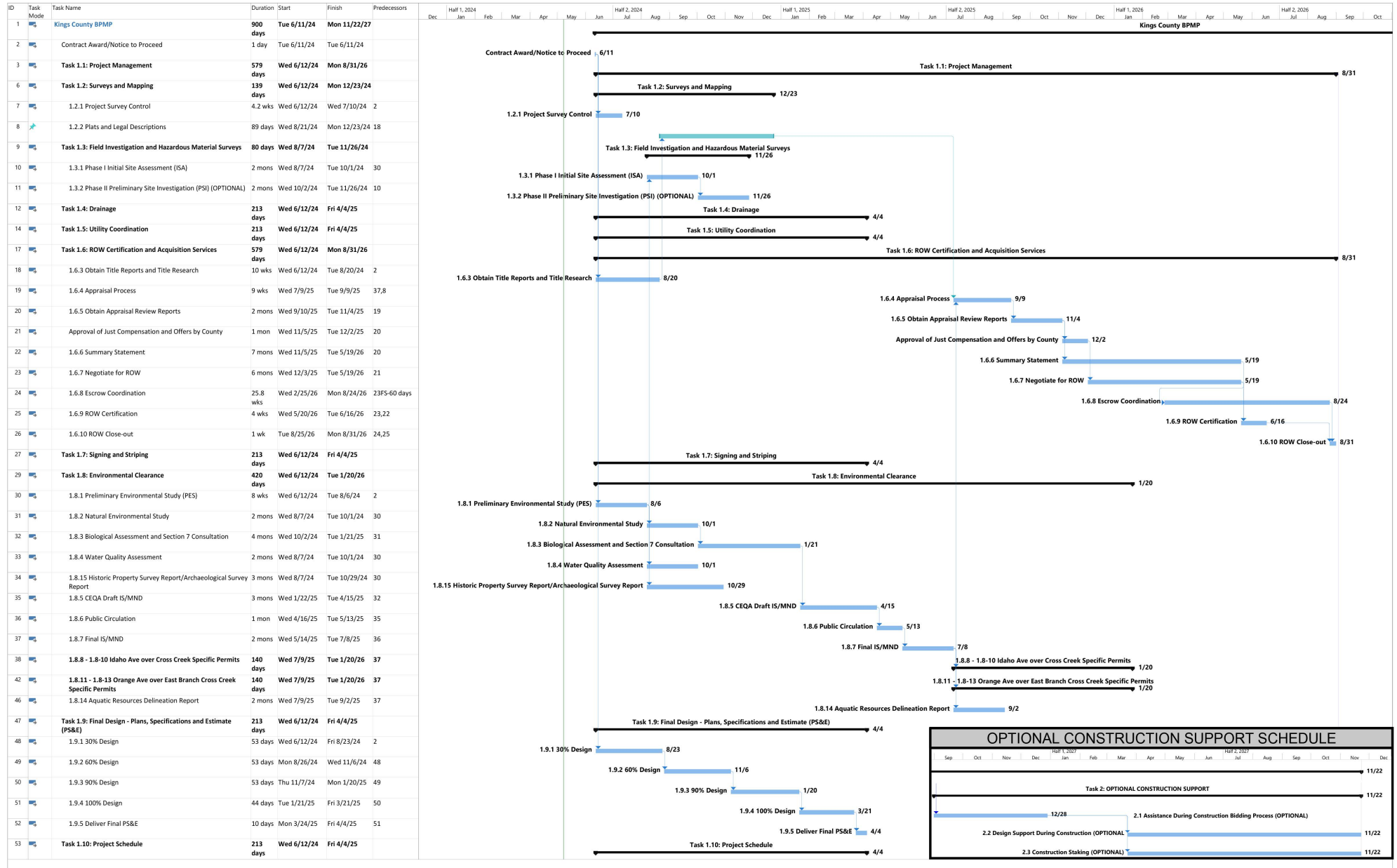
The combination of the budget and schedule showing task durations and sequencing will enable us to produce a time-phased budget. With a time-phased budget and a work-based method of measuring progress, a reliable comparison on planned versus actual can be made.





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**PROJECT SCHEDULE**







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### SCOPE OF WORK

#### TASK 1.1 PROJECT MANAGEMENT

Dokken Engineering's project management will include regular in-person meetings, in-person deliveries, presentation of work products, development and monitoring of action items, monthly progress reports, work progress monitoring, budget monitoring, coordination and communication.

The Dokken Project Manager will work closely with the County Project Manager and continuously inform the County Project Manager of all project activities. The duration of the project management effort is expected to be continuous through completion of the job. Project management will include:

- Leading, directing and monitoring the Dokken team
- Preparing for, attending, and documenting team meetings and action items
- Preparing, coordinating, and maintaining a critical path method schedule
- Preparing monthly progress reports
- Miscellaneous coordination and support
- Prepare monthly invoices and specific work completed

To achieve this scope of work, the following services will be conducted:

##### Task 1.1.1 Project Meetings

Monthly Project Delivery Team (PDT) meetings will be held with County staff and other representatives, as necessary, to discuss work progress, decisions made, schedule and considerations for the County. Status meetings will be held at the County. Dokken will prepare the meeting agenda, distribute the agenda prior to the meeting, arrange for appropriate participants to attend, and prepare and distribute the meeting minutes to the participants within five working days after the meeting. All items that appear on the milestone project schedule are included in a handy "Action Item List" prepared at the beginning of the project. The list shows the work item, the date it is due, who is responsible for the task, and the date it was completed. The Action Item List is reviewed and updated at every status meeting. Ten (10) PDT meetings will be held monthly through 100% PS&E. Dokken will support the County with exhibits or presentations for up to two (2) meetings with City Council or other stakeholders.

##### Task 1.1.2 Project Coordination

**Coordination** – Close contact will be maintained between the Dokken Project Manager, all subconsultants, the County Project Manager, project personnel, and regulatory agencies. The Dokken Project Manager will act as the principal liaison between Kings County and staff at Dokken.

**Communication** – Effective communication through in-person visits, focused meetings, telephone calls and e-mails to the County will be performed to discuss specific project issues by the Project Manager. Regular communication with team members, the County and other agency personnel will be facilitated through the Dokken Project Manager.

Progress reports will be submitted monthly to Kings County. These reports will include the work performed during that period, a discussion of issues/decisions, recommendations to address issues, budget status, and anticipated work for the following month. The progress report will be submitted with the monthly invoice. Dokken's Project Manager is responsible for maintaining cost control for each task, including our subconsultants.

**Task 1.1 Deliverables:** *Monthly Progress Report and Invoice; Meeting Agendas and Minutes; Action Item Lists; RFA and HBP Funding Support Information*

#### TASK 1.2 SURVEYS AND MAPPING

##### Task 1.2.1 Project Survey Control

will research and utilize Kings County approved horizontal and vertical control for the project. UNICO will perform boundary and right of way surveys and mapping at two bridge locations located at Idaho Avenue Bridge over Cross Creek and Orange Avenue Bridge over East Branch Cross Creek.

To establish the right of way and adjacent property boundaries, UNICO will research record maps, deed documents and other record information of the right of way and property boundaries. UNICO will perform a field survey to locate monuments of record to resolve and map the record right of way, easements and adjacent property boundaries. To best



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resolve the boundaries, UNICO will request title reports be provided by design team for all properties that may be impacted by the project to best determine parcel boundaries, right of way, additional easements or other boundary constraints.

UNICO will prepare an overall Land NET Right of Way and boundary base drawing in AutoCAD format based from record information, dedications, easements, title exceptions and field observed information. Base map will be prepared with sufficient detail so as to prepare plats and legal descriptions as needed for temporary construction easement (TCE) purposes.

**Task 1.2.1 Deliverables:** *AutoCAD Land NET Base File*

**Task 1.2.2 Plats and Legal Descriptions**

UNICO will prepare plats, legal descriptions and closure calculations as needed for the project. It is estimated that three (3) plats and legal descriptions will be necessary at the 2 bridges for TCE. UNICO will request exhibits and CAD files from design team for the preparation of all plats and legal descriptions. UNICO will prepare preliminary plats and legal descriptions for review. Upon approval, UNICO will prepare final signed and stamped PDF plats and legal descriptions.

**Task 1.2.2 Deliverables:** *PDF Plats and Legal Descriptions (3)*

**TASK 1.3 Field Investigations and Hazardous Material Surveys**

Geocon will assess each of the fifteen bridge locations (the sites) within Kings County for the potential presence of recognized environmental conditions (RECs) (i.e., levels of hazardous substances and/or petroleum products warranting regulatory cleanup action) and the uses and conditions at properties and facilities in the site vicinities with the potential to cause (or have caused) an REC at the sites. For the purposes of this Phase I ISA, the "vicinity" of the sites is defined as properties/facilities within  $\frac{1}{4}$  mile of the sites. The Phase I ISA will be performed in general accordance with the ASTM International (ASTM) *Designation E 1527-21 Standard Practice for Environmental Site Assessments: Phase I Environmental Site Assessment Process*.

**Task 1.3.1 Phase I Initial Site Assessment (ISA)**

Dokken Engineering's sub consultant, Geocon, will prepare a Hazardous Waste ISA to identify all documented hazardous waste sites located within the project study area. Geocon 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. Geocon 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), Geocon will determine the potential impact to the project and identify subsequent procedures to determine the extent of contamination and remediation requirements. Potential hazardous materials for the bridges may include aerially deposited lead within adjacent soils and on the bridges.

Geocon will perform the following services including:

- Perform a reconnaissance of each site to assess for the presence or make visual observations of indicators of the potential presence, of RECs on the sites. These indicators may include 55-gallon drums, underground and aboveground storage tanks, chemical containers, waste storage and disposal areas, industrial facilities, discolored surficial soils, electrical transformers that may contain polychlorinated biphenyls, and areas conspicuously absent of vegetation. If access is unavailable to any portions of the sites, our ability to complete the assessment described herein may be hindered. Assessment of the sites for wetlands, asbestos-containing building materials, lead-containing paint, lead in drinking water, radon, methane gas, per- and polyfluoroalkyl substances, and naturally occurring substances such as arsenic and asbestos are not included in the Phase I ISA services.
- Perform a visual survey of adjoining and adjacent properties from the sites and from public thoroughfares to observe general types of land use and conditions surrounding the sites.
- Review the Standard Environmental Records Sources: Federal and State as referenced in ASTM Designation E 1527-21 to obtain information regarding the potential presence of hazardous substances and/or petroleum products on the sites or on properties within the approximate minimum search distance specified for each source, reviewing reasonably ascertainable regulatory agency files for the sites and documented hazardous substance and/or petroleum product release locations near the sites. The sources for these files could include the local department of environmental health, the California Regional Water Quality Control Board, and the California Department of Toxic Substances Control.
- Review pertinent and reasonably ascertainable information sources to evaluate physiographic, geologic, and

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hydrogeologic conditions in the vicinity of the sites.

- Review and interpret reasonably ascertainable historical aerial photographs to obtain information concerning the historical use of the sites and adjacent properties.
- Review historical United States Geological Survey topographic maps to obtain information relative to the topography of the sites, as well as previous development and uses of the sites and properties located in the vicinity of the sites.
- Review documents provided by Client. Potentially useful documents may include geotechnical, geologic, and environmental reports, site plans, plot plans, and correspondence with regulatory agencies.
- Conduct interviews in person, by telephone, or in writing (if possible within the scope of ASTM guidance) to evaluate if present or past occupants have used, generated, stored, or disposed of hazardous substances and/or petroleum products onsite.
- Prepare one report summarizing the findings of the Phase I ISA for the fifteen bridges and qualitatively describing existing, or the potential for, RECs on the sites.

**Task 1.3.1 Deliverables: Phase I Initial Site Assessment (ISA) Report****Task 1.3.2 Phase II Preliminary Site Investigation (PSI) Report (OPTIONAL)**

Should the results of the Phase I ISA determine that testing is necessary, Dokken Engineering's sub consultant, Geocon, will perform a Phase II testing and Site Investigation Report (PSI). The purpose of the Phase II PSI is to preliminarily characterize hazardous materials that may be encountered during construction. The findings will be used to evaluate soil reuse and disposal options, right-of-way (ROW) acquisition, and worker health and safety. The specific scope of the Phase II PSI should be determined after completion of the Phase I ISA and after the 35% design submittal is complete. The PSI will focus on the following two primary potential issues: 1) aerially deposited lead (ADL) and lead on the bridges. Geocon will prepare a project-specific Health & Safety Plan and Preliminary Site Investigation Workplan for Client and Caltrans concurrence prior to fieldwork. Dokken anticipates that no traffic control will be necessary to safely perform the field sampling.

**Task 1.3.2.1 Aerially Deposited Lead (ADL) and Organochlorine Pesticides (OCP) Survey (OPTIONAL)**

Geocon will provide services including:

- Advance six soil borings on the roadway shoulders at each of the fifteen bridge locations (i.e., 90 soil borings total) using hand auger sampling equipment. We will collect soil samples at depth intervals of 0 to 1 and 1 to 2 feet from each boring. We will collect soil samples from the hand auger and transfer them to Ziploc® re-sealable plastic bags or glass jars. We will subsequently label the samples, place them in an ice chest, and deliver them to the analytical laboratory under standard chain-of-custody documentation. We will backfill the borings with the excavated soil materials. We will note general soil types encountered in the borings on the daily field log.
- Perform quality assurance/quality control procedures during the field exploration activities. These procedures will include decontamination of sampling equipment before each sample is collected, and providing chain-of-custody documentation for each soil sample submitted to the laboratory. We will decontaminate the soil sampling equipment between each sample by washing the equipment with an Alconox® solution followed by a double rinse with deionized water. We will discharge the rinsewater to ground surface areas within the right-of-way which do not slope to drainage inlets or surface water bodies.
- Analyze each of the soil samples for total lead following United States Environmental Protection Agency (USEPA) Test Method 6010B (180 samples).
- Analyze samples with total lead concentrations between 50 and 1,000 milligrams per kilogram (mg/kg) for soluble lead using the Waste Extraction Test (WET) method, USEPA Test Method 7000, where necessary (assume 30 samples).
- Analyze soil samples with total lead concentrations greater than 1,000 mg/kg for Toxic Characteristic Leaching Procedure (TCLP) soluble lead, where necessary (assume eight samples).
- Analyze four surface soil samples from each bridge location for organochlorine pesticides following USEPA Test Method 8081A and total arsenic following USEPA Test Method 6010B (60 samples).
- Prepare a report to present our findings and conclusions. The report will include the following:

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- Introduction/project description
- Vicinity Map and Site Plan showing boring locations
- Investigative methods
- Investigative results and field observations
- Statistical analysis of the data
- Conclusions and recommendations
- Appendices including laboratory reports and chain-of-custody documentation

**Task 1.3.2.2 Asbestos-Containing Materials (ACM)/Lead-Containing Paint (LCP) Survey (OPTIONAL)**

Geocon will provide services including:

- Conduct asbestos and LCP surveys of the fifteen bridges;
- Collect up to 180 bulk material samples for asbestos analysis by polarized light microscopy (PLM);
- Additionally analyze up to 30 of the bulk asbestos samples by PLM point count methodology (400 points);
- Additionally analyze up to 18 of the bulk asbestos samples by PLM point count methodology (1,000 points);
- Collect up to 45 samples of paint for lead analysis by USEPA Test Method 6010B;
- Analyze up to 15 of the paint samples for soluble lead using the WET and 15 of the paint samples for soluble lead using the Toxicity Characteristic Leaching Procedure test; and
- Prepare an asbestos and LCP survey report.

During the asbestos and LCP survey, our staff will:

- Conduct a walkthrough inspection of the bridge structures to identify and inventory suspect ACM and potential LCP.
- Collect representative bulk samples of suspect ACM and submit using chain-of-custody (COC) documentation to a laboratory accredited under the National Voluntary Laboratory Accreditation Plan for the analysis of asbestos in bulk material samples.
- Analyze suspect ACM samples collected during the surveys on a 5-day turnaround time using PLM according to the EPA-recommended method.
- Collect bulk samples of potential LCP using techniques presented in United States Department of Housing and Urban Development (HUD) guidelines. In addition, each painted area sampled will be evaluated for evidence of deterioration such as flaking or cracking.

*It is not Geocon's intent during this survey to conduct an evaluation of lead-based paint hazards in accordance with HUD guidelines.*

- Submit paint samples to a California-licensed and California State Water Resources Control Board-accredited laboratory for lead analyses in accordance with USEPA Test Method 6010B under COC documentation on a 5-day turnaround time.
- Prepare one electronic version of a final asbestos and LCP survey report that will include a general property description, sample/laboratory analytical results, ACM and deteriorated LCP quantities, types, condition, and locations, photographs of identified ACM and LCP, and inspector/laboratory certification data. A bridge structure drawing illustrating sample locations will also be included in the report. The drawing will be proportional, but not to-scale.

A reasonable effort will be made to identify suspect ACMs and LCPs. However, this does not imply a guarantee that all possible sources will be identified as certain materials may be hidden by structural materials or may be otherwise inaccessible. During future renovation or demolition operations, suspect ACMs and potential LCP may be uncovered. These materials should be treated as ACM and LCP, respectively, until evaluation, sampling, and analysis indicate otherwise.



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Our scope of services assumes that we will work under an encroachment permit prepared for the project by the Client and that traffic controls will not be required to perform survey fieldwork.

**Task 1.3.2 Deliverables:** *Phase II Preliminary Site Investigation (PSI) report*

**TASK 1.4 Drainage**

Based on the BPMP plan, the work activities identified are limited to structure maintenance. There are no anticipated changes to either the structure, channel, or impervious areas within the project footprint to warrant hydrology or hydraulics analysis.

**Task 1.4.1 Temporary Water Pollution Control (TWPC) Plans**

With work being performed under and around the bridge within the channel, incorporation of Best Management Practices (BMPs) will be included in the Temporary Water Pollution Control (TWPC) Plans.

**Task 1.4.1 Deliverables:** *Temporary Water Pollution Control (TWPC) Plans will be included within Task 1.9 Deliverables*

**TASK 1.5 UTILITY COORDINATION**

Based on the work being performed, utility relocations are not expected. It is anticipated that Relocation Claim Letter to Owners (Letter #2) and liability determination will not be necessary.

**Task 1.5.1 Utility Base Mapping**

Dokken will prepare a letter request for as-builts and facility mapping from each of the utility companies, for the County's review and approval. Dokken will perform a field review of the project site to ascertain existing conditions compared to the as-built drawings. Using available record drawings, information from the field reconnaissance, utility mark outs and surveyed data points, Dokken will prepare a utility base map in CAD format identifying the existing utilities. Utilities will be shown on the project plans where applicable.

**Task 1.5.1 Deliverables:** *Utility Mapping Requests (Letter #1); Existing Utility Base Map*

**Task 1.5.2 Utility Impact Identification and No Conflicts Letter**

Dokken Engineering will review the project improvements against the existing utility base mapping and identify potential utility impacts. With the proposed work mainly occurring on the surface level of the bridges, it is anticipated only utilities found to be attached to select bridges may require additional protect in place measures. Dokken will develop an inventory of potential utility impacts, confirm utility rights with County records, and prepare Utility Notice to Owners – No Conflict (Letter #3) for distribution to pertinent utility companies, if needed.

**Task 1.5.2 Deliverables:** *Utility Notice to Owners – No Conflict (Letter #3)*

**TASK 1.6 RIGHT OF WAY CERTIFICATION AND ACQUISITION SERVICES**

**Task 1.6.1 Right of Way Management and Coordination Services**

Dokken's right of way manager will do the following for this project:

- Coordinate solutions with the agency and/ legal representative to implement solutions for items that may affect title or cause a delay in escrow;
- Monitor progress of the appraisal process to meet project deadlines.
- Supply any support information or set up meetings with the agency to review appraisal reports;
- Obtain any acquisition documentation the agency may have and review the documentation for current adjustments to conform to industry standards.
- Prepare staff reports for approval of just compensation;
- Provide executed acquisition documentation from each affected property owner and work with the agency to obtain internal signatures and payments;
- Provide possession documentation in lieu of purchase contracts;
- Attend agency meetings to discuss right of way specific concerns that may arise during the any phase of the project including but not limited to close session meetings and participating agency meetings, if required;

**Task 1.6.2 Right of Way Tracking Table**

Dokken's Right of Way Manager will maintain the project tracking table and ensure that it is sent to the Client on the regularly requested schedule. As a component of effective project management and to keep the project on schedule and



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the Client current with acquisition data, a project tracking table will be created. This table will outline milestones and supply completion dates, comments, and any additional information the Client may request.

**Task 1.6.2 Deliverables:** *Project Tracking Table*

**Task 1.6.3 Obtain Title Reports and Title Research**

Dokken will obtain title reports for three (3) affected properties (APNs 028-060-014, 044-040-007, and 044-040-005). Agents may resolve or oversee resolution of problems relating to unusual circumstances regarding title or ownership and uncover any flaws, noting any exceptions pertaining to property such as mortgage liens, restrictions, easements, and rights of way.

**Task 1.6.3 Deliverables:** *Three (3) Preliminary Title Reports, Title Research*

**Task 1.6.4 Appraisal Process**

Dokken's licensed General Real Estate Appraiser will complete three (3) appraisal reports (APNs 028-060-014, 044-040-007, and 044-040-005). Notice of intent to appraise letters along with acquisition policy brochures will be provided to all impacted property owners. Appraisals will be arranged so that the property owner may accompany the appraiser during the inspection of the property. This allows the property owner the opportunity to provide additional information to the appraiser.

All appraisals will be prepared by an appraiser licensed with the State of California and will comply with all laws applicable to the specific appraisal and the Uniform Standards of Professional Appraisal Practice 49 CFR 24.2(a)(3). Appraisals will include a summary and a complete analysis for all valuation conclusions. Documentation obtained during the inspection, such as pictures, will be included in each report. Title information pertaining to ownership, drawings, and information relative to the parcel will be reviewed by the appraiser.

**Task 1.6.4 Deliverables:** *Three (3) Appraisal Reports*

**Task 1.6.5 Obtain Appraisal Review Reports**

Upon acceptance and approval of the property appraisals, a licensed General Real Estate Appraiser will complete three (3) independent appraisal review reports. The review includes inspecting sales to determine comparability, reviewing appraisal for conformance to Uniform Standards of Professional Appraisal Practice, reviewing "highest and best use" conclusions, examining valuation methods, analyzing exhibits, checking mathematical calculations, and preparing a narrative report that describes the review process and sets forth the reasoning behind the review. An appraisal review is recommended to ensure that the appraisal is based on sound appraisal theory, contains appropriate documentation to support the appraisers' conclusions and complies with regulatory codes. A recommendation of just compensation is then made based on the reviewed, collected, assembled, correlated, and analyzed data.

**Task 1.6.5 Deliverables:** *Three (3) Appraisal Review Reports*

**Task 1.6.6 Summary Statement**

Dokken will complete a Summary Statement Relating to the Purchase of Real Property or an Interest Therein (Caltrans Exhibit 8-EX-16) for each property. This document will be delivered to property owners with the offer package during the initial meeting.

**Task 1.6.6 Deliverables:** *Summary Statement Relating to the Purchase of Real Property or an Interest Therein (Caltrans Exhibit 8-EX-16)*

**Task 1.6.7 Negotiate for Right of Way**

This project requires the acquisition of temporary construction easements from three (3) parcels (APNs 028-060-014, 044-040-007, and 044-040-005). All "Good Faith Negotiations" will be completed by Dokken's Right of Way Team. After completion of the appraisal process and just compensation determination, Dokken will prepare the offer package and meet with all owners in person to present and explain the offer package details. The offer package will include the offer letter, written summary of just compensation with supporting appraisal information, property owner exhibit showing property map with right of way take locations, Title VI information, and "Your Property – Your Transportation Project" booklet. Dokken will negotiate with the property owner to arrive at a mutually agreeable settlement and prepare necessary purchase agreements such as Grant Deeds, Easement Deeds, and Temporary Construction Easement Deeds. Dokken will obtain receipt of delivery of offer and/or present and secure tenant information statements, as applicable, during the initial meeting.



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Dokken will work closely with the Client to aid in the recommendation of the appropriate course of action regarding the various acquisitions with property owners requesting additional compensation and/or services beyond the initial offer package. Recommended settlement packages with justifications and impasse letters will be provided to the Client for review. Working with the property owners to agreeable terms will be Dokken's focus.

Additionally, Dokken will attend, at the request of the Client, a single Public Community Meeting regarding the project.

Dokken's Right of Way Agents hold California Real Estate Salesperson's Licenses and are working under the direct supervision of a California Real Estate Licensed Broker.

**Task 1.6.7 Deliverables:** *Right of Way Agreements, Grant and Easements Deeds, Administrative Settlements, Diaries, Written Summary of Acquisitions, Impasse Letters*

**Task 1.6.8 Escrow Coordination**

Upon reaching an agreement on the terms and conditions of the acquisition with the property owner, Dokken will be available to assist the Client in opening escrow. Dokken will supply fully executed agreements along with other supporting information to escrow in order to close each transaction. Dokken will work closely with the Client to assist in the timely closing of all transactions. For the convenience of the property owner, all agents on our right of way team have a California Notary who will be available to notarize any documentation that is required. Fully executed deeds and easements will be delivered to the Client for acceptance prior to recording. In the event escrow services are not required, Dokken is available to perform these services and record the required documentation.

**Task 1.6.8 Deliverables:** *Escrow Documents and Closing Statements*

**Task 1.6.9 Right of Way Certification Coordination**

Dokken will coordinate with the Client and supply all required documentation for the right of way certification. Dokken will review all acquisition documents for proper and complete execution, including formal acceptance.

**Task 1.6.9 Deliverables:** *Right of Way Certification Documentation*

**Task 1.6.10 File Close-Out**

An original acquisition file for the affected parcel will be provided to the Client upon completion of the project. The acquisition file will contain property information, diary report, written correspondence, just compensation documentation, appraisal(s), offer package, negotiations, title documentation, copies of recorded documents, and all applicable documentation.

**Task 1.6.10 Deliverables:** *Original Acquisition File*

**TASK 1.7 TRAFFIC, SIGNING AND STRIPING**

**Task 1.7.1 Traffic, Signing and Striping**

Dokken will design permanent striping, pavement markings, and signing plans per the California MUTCD latest edition. Signing and Striping plans will be prepared at each bridge location receiving methacrylate deck treatment to maintain the existing striping configuration. The King's County Regional Active Transportation Plan (RATP) has identified a segment along 12 ¼ Avenue to be part of the proposed future bikeway network, and Class III bike lanes with stripe are suggested. Recent guidance from Design Information Bulletin (DIB) 94 published by Caltrans suggests that shared lanes are only recommended with low posted speeds and low Average Daily Traffic (ADT). The bridge location identified along 12 ¼ Avenue has a posted speed of 35mph, an ADT of 3,183, and is only 26-feet wide. Due to the existing conditions mentioned, a shared lane is not recommended. For this project, it is assumed that the existing striping will be replaced, and no bicycle facilities will be added.

It is assumed that the programmed bridge maintenance work would occur in stages at each bridge to maintain at least one lane of traffic during construction. Typical Traffic Control Application 'Lane Closure on Two-Lane Road Using Flaggers' (TA-10) from the latest CA MUTCD or Caltrans Standard Plan T13/T13A are applicable in this scenario. The Dokken Team will specify the applicable standards within the project technical special provisions to instruct the Contractor to submit traffic control plans at each project site to obtain a Traffic Control Permit from the County before commencing with construction. No additional Traffic Handling/Stage Construction plans would be required.

**Task 1.7.1 Deliverables:** *Signing and Striping Plans will be included within Task 1.9 Deliverables*

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**TASK 1.8 ENVIRONMENTAL PERMITTING****Task 1.8.1 Preliminary Environmental Study (PES)**

Dokken will prepare a draft PES Form and will coordinate with Caltrans to setup a field review prior to approval of the PES Forms. The PES Form will include an environmental study area map as well as an environmental constraints analysis to identify key environmental impacts that could occur during construction. Once the draft PES Form is completed, it will be reviewed by the County and Caltrans. The PES form will outline the recommended federal environmental documentation, technical studies, surveys, approvals, agency coordination, and permits required for the Project.

*Task 1.8.1 Deliverables: Preliminary Environmental Study*

**Task 1.8.2 Natural Environmental Study**

A Dokken 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. In addition, literature research will be conducted to determine the potential for sensitive plant and animal species in the project area. The location of any sensitive biological resources present on site, including plants and plant communities, will be mapped. Based on initial research and experience with projects in this area, it is expected that the project will impact Western Pond Turtle, a candidate species for federal listing in the fall of 2024. For optimal results, Dokken will conduct fieldwork appropriate to the season; doing plant surveys during the blooming season. This will maximize our ability to detect and positively identify sensitive species.

Dokken will then prepare a Natural Environment Study in accordance with the Caltrans approval format. This study 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 will prepare and include in the study a graphic displaying the location of the sensitive plant communities on site and any sensitive biological 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.

*Task 1.8.2 Deliverables: Natural Environment Study*

**Task 1.8.3 Biological Assessment and Section 7 Consultation**

The Project may have direct and indirect impacts to federally listed species at two of the bridge locations. Consultation with USFWS is anticipated due to the presence of western pond turtle, a candidate species for federal listing in the fall of 2024. Consistent with Section 7 of the Endangered Species Act, the Biological Assessment will be prepared to initiate consultation with USFWS. The report will include attendance at meetings, coordination with the project team, responses to information requests, and research of mitigation options. Dokken Engineering will provide full-service support for the County during Section 7 Consultation with USFWS. This process is a federal-to-federal agency interaction with Caltrans acting as the Federal Agency on the County's behalf. Dokken Engineering will provide support to Caltrans if any additional information is requested to ensure the Section 7 Consultation process will not result in substantial project delays. Section 7 Consultation will be the critical path to obtaining NEPA approval from Caltrans.

*Task 1.8.3 Deliverables: Biological Assessment, USFWS Biological Opinion*

**Task 1.8.4 Water Quality Assessment**

Dokken Engineering will prepare a Water Quality Assessment to address the potential for project impacts on water quality based on current Caltrans guidelines (Environmental Handbook Volume 1, Chapter 9, Water Quality). The report will discuss the water features in the project area, receiving waters 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.

*Task 1.8.4 Deliverables: Water Quality Assessment Report*

**Task 1.8.5 CEQA Draft IS/MND**

Dokken will incorporate the purpose and need, project description, and the content from the existing technical studies into the Draft IS/MND. The Draft IS/MND will be prepared consistent with the County's environmental documents and CEQA guidelines. The document will determine if the project will have any significant impacts on the environment, identify potential mitigation measures for such impacts, and identify mitigation measures that would reduce impacts below the



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threshold of significance. Dokken will coordinate with the County to review and update the document prior to the start of public review during recirculation.

**Task 1.8.5 Deliverables:** *Draft IS/MND***Task 1.8.6 Public Circulation**

Once the draft IS/MND has been approved by the County, it will be circulated for public review for a minimum of 30 days. Circulation of 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 any potential issues addressed in the IS/MND. Dokken will coordinate the preparation of the distribution list with the County. Pursuant to CEQA requirements, Dokken will prepare a Notice of Availability for the Draft IS/MND. This notice, along with the draft environmental document, will be made available at County offices and a Public Library during a 30-day public circulation and review period. In addition, the document will be distributed to other reviewing government agencies through the California State Clearinghouse. Dokken will coordinate publication of the public notice in the local newspaper. This scope of work includes the newspaper publishing fee of \$500. Public notices will also be mailed to local residents within the immediate vicinity of the project site. Mailers containing specific information related to the project and the public meeting will be mailed to local residents within the immediate vicinity of the project site. This scope and fee assumes that a public meeting will not be required.

**Task 1.8.6 Deliverables:** *Notice of Availability/Notice of Intent, Notice of Completion, Mailing Materials***Task 1.8.7 Final IS/MND**

Upon completion of circulation, Dokken Engineering will then formulate responses to the comments on the IS/MND. Once a response to each comment has been completed, it will be submitted to the County for review. The County's direction will be incorporated into each response write up and the comments and responses will become an appendix in the Final IS/MND document. Dokken will update the Draft IS/MND to a Final IS/MND. This document will incorporate changes made as a result of comments received, as well as updates to convert from a proposed draft document to a final approved IS/MND. To complete the CEQA process, Dokken will file a Notice of Determination with the County Clerk within 5 days of approval of the Final IS/MND (pursuant to CEQA guidelines). Filing of this Notice of Determination will complete the CEQA process for this project. This scope and fee includes the County Clerk filing fee will be paid for by the County.

**Task 1.8.7 Deliverables:** *Response to Public Comments, Final IS/MND, Notice of Determination***Task 1.8.8 1602 Streambed Alteration Agreement – Idaho Avenue over Cross Creek**

Activities that have permanent or temporary impacts to lakes, streambeds, or their associated riparian areas are regulated by the CDFW. Dokken will coordinate with the CDFW to obtain a Section 1602 Streambed Alteration Agreement. On the County's behalf, Dokken will delineate boundaries of CDFW jurisdiction, assess project impacts, prepare a Notification of Streambed Alteration, and enter into a Streambed Alteration Agreement with CDFW for the bridge construction. This assumes that all application filing fees will be submitted by the County.

**Task 1.8.8 Deliverables:** *Section 1602 Streambed Alteration Agreement***Task 1.8.9 Section 401 Water Quality Certification – Idaho Avenue over Cross Creek**

The Project would impact jurisdictional Waters of the U.S.; therefore, a Section 401 Water Quality Certification will need to be obtained. Dokken will submit an application and work with the Central Valley RWQCB to obtain a Section 401 Clean Water Certification. This permit will also ensure compliance with the Porter Cologne Act and State water quality standards. This assumes that all application filing fees will be submitted by the County.

**Task 1.8.9 Deliverables:** *Section 401 Water Quality Certification***Task 1.8.10 404 Nationwide Permit – Idaho Avenue over Cross Creek**

Activities that place fill in Waters of the U.S. are under the regulatory authority of the USACE. The proposed project qualifies for the Section 404 USACE 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. The project will have less than 0.5 acre of permanent impacts to jurisdictional waters and can therefore use the streamlined permit process.

**Task 1.8.10 Deliverables:** *Section 404 Nationwide Permit*

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**Task 1.8.11 1602 Streambed Alteration Agreement – Orange Avenue over the East Branch of Cross Creek**

Activities that have permanent or temporary impacts to lakes, streambeds, or their associated riparian areas are regulated by the CDFW. Dokken will coordinate with the CDFW to obtain a Section 1602 Streambed Alteration Agreement. On the County's behalf, Dokken will delineate boundaries of CDFW jurisdiction, assess project impacts, prepare a Notification of Streambed Alteration, and enter into a Streambed Alteration Agreement with CDFW for the bridge construction. This assumes that all application filing fees will be submitted by the County.

*Task 1.8.11 Deliverables: Section 1602 Streambed Alteration Agreement*

**Task 1.8.12 Section 401 Water Quality Certification – Orange Avenue over the East Branch of Cross Creek**

The Project would impact jurisdictional Waters of the U.S.; therefore, a Section 401 Water Quality Certification will need to be obtained. Dokken will submit an application and work with the Central Valley RWQCB to obtain a Section 401 Clean Water Certification. This permit will also ensure compliance with the Porter Cologne Act and State water quality standards. This assumes that all application filing fees will be submitted by the County.

*Task 1.8.12 Deliverables: Section 401 Water Quality Certification*

**Task 1.8.13 404 Nationwide Permit – Orange Avenue over the East Branch of Cross Creek**

Activities that place fill in Waters of the U.S. are under the regulatory authority of the USACE. The proposed project qualifies for the Section 404 USACE 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. The project will have less than 0.5 acre of permanent impacts to jurisdictional waters and can therefore use the streamlined permit process.

*Task 1.8.13 Deliverables: Section 404 Nationwide Permit*

**Task 1.8.14 Aquatic Resources Delineation Report**

As part of the 404 Nationwide Permit application, an Aquatic Resources Delineation Report (ARDR) will need to be prepared for both bridge locations that would impact waters of the U.S. The purpose of the report is to classify the type and limits of any waters of the U.S. The report will be prepared according to U.S. Army Corps of Engineers standards and included as an attachment to the permit application package. The ARDRs will be submitted to the County for review prior to submitting to USACE.

*Task 1.8.14 Deliverables: Two (2) Aquatic Resources Delineation Reports*

**Task 1.8.15 Historic Property Survey Report/Archaeological Survey Report**

Dokken's archaeological team will prepare documentation in accordance with Section 106 of the National Historic Preservation Act. This work will include efforts to record archaeological and historical resources identified within the study area. A Historic Property Survey Report will be prepared to identify and evaluate any cultural resources and evaluate the potential for impacts on those resources. If any historic resources (structures) are identified, they will be evaluated to determine if they meet any qualified criteria for eligibility on the National Register of Historic Places.

As an attachment to the Historic Property Survey Report, an Archaeological Survey Report will be prepared to evaluate if any archaeological resources are likely to be found. A pedestrian survey of the Area of Potential Effects will take place prior to preparing this report. As part of this effort, Dokken will perform Native American Consultation consistent with Section 106 and Assembly Bill 52 requirements. Our cultural resources specialists are experts in the requirements of both Section 106 and AB52, and will be able to provide the County a complete service to ensure Native American Consultation does not result in any project delays.

*Task 1.8.15 Deliverables: Historic Property Survey/Archaeological Survey Report, Record Search, Native American Consultation Log*

**TASK 1.9 FINAL DESIGN – PLANS, SPECIFICATIONS, AND ESTIMATE (PS&E)**

Dokken will coordinate the submittal with the County, Caltrans, and any other stakeholder Agency. Burne Engineering will perform the majority of the bridge preventative maintenance work tasked herein, and Dokken will provide signing/stripping, BMP/Erosion Control Plans and coordination. Plan and specification submittals shall be provided in hard copy and digital format to the County. Hard copy plan sets shall be twenty-four inches by thirty-six inches for all submittals. Digital files shall be in Portable Document Format (PDF) and AutoCAD 2023 format. Technical Specifications will be prepared using the



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Caltrans Standard Specifications and Standard Special Provisions (latest versions) as a basis, modified for FHWA requirements and submitted along with plans at 60%, 90% and 100%.

A formal Quality Control (QC) review will be performed by Dokken Engineering and Burne Engineering at the 60%, 90% and 100% submittal phases. The review will address construction drawings, technical specifications, cost estimates, and overall constructability of the project.

**Task 1.9.1 30% Design - Plans and Estimate (PS&E)**

The 30% phase will involve research of existing bridge conditions utilizing as-builts, bridge inspection reports, and site visits to define work limits. The plans will be prepared based off the research of the existing bridge, to show limits of maintenance work being performed. Any additional work that is not part of the current project scope and the County wishes to include into the project will be discussed during this early stage of the project.

**30% Plans**

Obtain and review all relevant as-built plans and the most recent Caltrans bridge inspection reports to create the preliminary plans of the bridge repairs.

**30% Construction Cost Estimate**

As part of this preliminary design submittal, the quantities and cost estimates will be prepared for all structures.

*Task 1.9.1 Deliverables: One (1) digital copy of Plans; One (1) digital copy of Cost Estimate*

**Task 1.9.2 60% Design - Plans, Specifications, and Estimate (PS&E)**

Upon approval of 30% PS&E by the County and Caltrans and upon receiving environmental clearance (both NEPA and CEQA), Dokken and Burne Engineering will prepare and submit the draft 60% plans, specifications, and estimate to the County.

Plans at 60% Design will be sufficient to support right-of-way acquisitions once environmental clearance is received.

**60% Plans**

Upon approval of the work limits defined in the 30% project phase, work will begin on the 60% plans. The plans will incorporate any comments received. The plans will show utilities based on research and ROW temporary construction easements where applicable. Plans will accommodate signing and striping per Task 1.7 and TWPC per Task 1.4. A full set of detailed plans will be prepared with consideration for constructability and public safety.

Although not anticipated, if any structures design is needed, it shall be in accordance with AASHTO LRFD Bridge Design Specifications (Eighth Edition) with California Amendments current at time of bridge design, Caltrans Bridge Design Details Manual, Caltrans Bridge Design Aids, Caltrans Bridge Memos to Designers, Structure Technical Policies, and Bridge Design Memos, Caltrans Seismic Design Criteria (SDC), Caltrans Standard Plans and Specifications (latest version), and County CAD Standards. The bridge design work will be performed in English units of measure.

Dokken and Burne Engineering will prepare the 60% plans, including any signing and striping and TWPC sheets. This submittal will be used to confirm and identify temporary construction easements necessary for the project. Any Construction details would be developed with the 90% submittal.

**60% Construction Cost Estimate**

Dokken and Burne Engineering will provide cost estimates at the 60% PS&E design submittal. Detailed quantities will be prepared in accordance with Caltrans Standard Specifications (latest version) and payment items. The engineer's estimate of probable construction cost ("Marginal Estimate") for the project will be prepared using the most recent and relevant Caltrans Cost Data, Consultants cost data, as well as the County's cost data.

**60% Contract Specifications and Special Provisions**

Dokken and Burne Engineering will prepare the contract Technical Provisions for the project based in general on Caltrans Standard Special Provisions (latest version) as a basis and modified for FHWA requirements, Caltrans Standard Specifications (latest version), and County construction contract standards.

*Task 1.9.2 Deliverables: One (1) digital and hard copy of Plans and Specifications; One (1) digital and hard copy of Cost Estimate; One (1) digital copy of QC comments and comment responses of the submitted PS&E Package.*



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#### Task 1.9.3 90% Design - Plans, Specifications, and Estimate (PS&E)

At the 90% level, a thorough review of the plans, work limits, details and specifications is performed for clarity, capacity, County standards, and constructability issues. When the review is complete, the designers will address all comments from the internal and County reviews of the PS&E package. After plan corrections, the designer will review the corrected details to ensure all comments have been addressed.

Upon receipt of comments on the 60% submittal, Dokken and Burne Engineering will prepare a written response to each comment from the County and internal reviewers. Resolution of any difficult comments will be facilitated at the following meeting.

Dokken and Burne Engineering will proceed with the preparation of the 90% submittal. The 90% plans will include any specific and unique construction details such as deck repairs. Plan sheets included in the 60% submittal will receive additional annotation, descriptions, and notes. The submittal will include written responses to all comments received on the prior submittal.

The 90% plans will include permanent striping, pavement markings, and signing plans per Task 1.7.

It is anticipated that between the 60% and 90% submittals, revisions will be made to the drainage design to coordinate with water quality permit requirements, revegetation plans and erosion control plans (all of which will be prepared with the 90% submittal).

**Task 1.9.3 Deliverables:** One (1) digital and hard copy of Plans and Specifications; One (1) digital and hard copy of Cost Estimate; One (1) digital copy of QC comments and comment responses of the submitted PS&E Package.

#### Task 1.9.4 100% Design - Plans, Specifications, and Estimate (PS&E)

At the 100% level, the QC focus will be to confirm prior review comments have been adequately addressed and review any new information added since the 90% submittal. New information is likely to include right of way resolutions, utility resolutions, and permitting requirements, and mitigations. A mark-up of the plans, special provisions and item list will be provided to the Project Manager.

After review comments are received from the 90% Bridge PS&E, Dokken and Burne Engineering will revise the plans and coordinate the necessary changes to the specifications and estimate. Written responses to the County and Caltrans comments will be prepared and provided with the 100% submittal.

**Task 1.9.4 Deliverables:** Three (3) hard copies (24 x 36) and one (1) digital Plan and specifications; Three (3) hard copies (24 x 36) and one (1) digital sets of 100% Bidding Documents; Three (3) hard copies (24 x 36) and one (1) digital copy of Cost Estimate; One (1) digital copy of Design Calculations if applicable; One (1) digital copy of QC comments and comment responses of the submitted PS&E Package.

#### Task 1.9.5 Deliver Final PS&E

After receipt of final approval, an original set of stamped and signed plans and an engineer's estimate will be submitted to the County for its use in soliciting construction bids. Dokken shall provide the quantity calculations to the County for use in administering the contract.

**Task 1.9.5 Deliverables:** One set of Mylar Final plans and specifications; Final Plans on compact disk in AutoCAD 2023 format. CAD files to be prepared using County CAD standards; Bidding Documents on compact disk in MS Word format; Engineer's Estimate on compact disk in MS Excel format; Three (3) hard copies (24 x 36) of Plans; Two sets of independently checked Bridge Design Calculations if applicable; Two sets of independently checked Quantity Calculations

### TASK 1.10 PROJECT SCHEDULE

#### Task 1.10.1 Project Schedule

Dokken will provide and maintain a detailed Milestone Schedule for the bridge and a less detailed program wide Microsoft Project Schedule. The Milestone Schedule is a simple one page schedule to assist in project communication. In addition, a global schedule using Microsoft Project will be prepared that will identify major delivery milestones for each bridge project and identify the construction year for the project. Dokken's Project Manager will closely monitor the schedules and discuss updates with the County Project Manager.

**Task 1.10.1 Deliverables:** Project Schedule



**Bridge Preventative Maintenance Program BPMP 5945(125)  
RFP #2024-40**

**TASK 2 OPTIONAL TASKS**

**Task 2.1 Assistance During Construction Bidding Process (OPTIONAL)**

Dokken will provide assistance to the County during the construction bidding process. This assistance includes responding to questions from the contractors regarding the design, assisting with preparation of addendums, attending pre-bid meeting, and providing recommendations on the award of contract.

**Task 2.2 Design Support During Construction (OPTIONAL)**

Dokken will provide assistance to the County during construction. This assistance includes responding to requests for information, assisting with contract change orders, preparing a construction quality assurance manual, reviewing shop drawings, reviewing material submittals, and specifying test required.

**Task 2.3 Construction Staking (OPTIONAL)**

Dokken will provide assistance to the County with the Construction staking surveying services necessary during construction of the project.

June 13, 2024

TASK DESCRIPTION	COST
<b>Task 1.1 - Project Management</b>	<b>\$ 130,357.26</b>
1.1.1 - Project Meetings	\$ 48,535.44
1.1.2 - Project Coordination	\$ 81,821.82
<b>Task 1.2 - Surveys/Mapping</b>	<b>\$ 18,324.04</b>
1.2.1 - Project Survey Control	\$ 12,225.38
1.2.2 - Plats and Legal Descriptions	\$ 6,098.65
<b>Task 1.3 - Field Investigations and Hazardous Material Surveys</b>	<b>\$ 111,959.15</b>
1.3.1 - Phase I Initial Site Assessment (ISA)	\$ 29,514.02
1.3.2 - Phase II Preliminary Site Investigation (OPTIONAL)	\$ 82,445.13
<b>Task 1.4 - Drainage</b>	<b>\$ 11,052.83</b>
1.4.1 - Temporary Water Pollution Control Plans	\$ 11,052.83
<b>Task 1.5 - Utility Coordination</b>	<b>\$ 17,701.15</b>
Task 1.5.1 Utility Base Mapping	\$ 11,325.89
Task 1.5.2 Utility Impact Identification and No Conflicts Letter	\$ 6,375.26
<b>Task 1.6 - Right of Way Certification and Acquisition Services</b>	<b>\$ 89,880.69</b>
Task 1.6.1 Right of Way Management and Coordination Services	\$ 20,321.90
Task 1.6.2 Right of Way Tracking Table	\$ 1,869.84
Task 1.6.3 Title Reports/Title Research (3 Reports)	\$ 4,076.69
Task 1.6.4 Appraisal Process (3 Reports)	\$ 12,465.60
Task 1.6.5 Appraisal Review Reports (3 Reports)	\$ 6,938.30
Task 1.6.6 Summary Statement	\$ 828.07
Task 1.6.7 Negotiation for Right of Way (3 parcels)	\$ 33,265.34
Task 1.6.8 Escrow Coordination	\$ 6,366.36
Task 1.6.9 Right of Way Certification Coordination	\$ 2,172.58
Task 1.6.10 File Close-Out	\$ 1,576.01
<b>Task 1.7 - Traffic/Signing and Striping</b>	<b>\$ 97,320.72</b>
Task 1.7.1 Traffic, Signing and Striping	\$ 97,320.72
<b>Task 1.8 - Environmental Permitting</b>	<b>\$ 236,470.19</b>
Task 1.8.1 Preliminary Environmental Study	\$ 17,517.14
Task 1.8.2 Natural Environment Study	\$ 25,732.56
Task 1.8.3 Biological Assessment & Section 7 Consultation	\$ 25,732.56
Task 1.8.4 Water Quality Assessment	\$ 14,964.66
Task 1.8.5 CEQA Draft Initial Study with Mitigated Negative Declaration	\$ 19,743.14
Task 1.8.6 CEQA Public Circulation	\$ 5,872.08
Task 1.8.7 CEQA Final Initial Study with Mitigated Negative Declaration	\$ 17,448.22
Task 1.8.8 Section 1600 Streambed Alteration Agreement #1	\$ 12,892.99
Task 1.8.9 Section 401 Water Quality Certification #1	\$ 12,892.99
Task 1.8.10 Section 404 Nationwide Permit for Bridge #1	\$ 14,964.66
Task 1.8.11 Section 1600 Streambed Alteration Agreement #2	\$ 12,892.99
Task 1.8.12 Section 401 Water Quality Certification #2	\$ 12,892.99
Task 1.8.13 Section 404 Nationwide Permit for Bridge #2	\$ 14,964.66
Task 1.8.14 Aquatic Resources Delineation Report	\$ 10,619.50
Task 1.8.15 Historic Properties Survey Report/Archaeological Survey Report	\$ 17,339.06
<b>Task 1.9 - Final Design - Plans, Specifications and Estimate (PS&amp;E)</b>	<b>\$ 251,805.80</b>
1.9.1 - 30% PS&E	\$ 56,455.40
1.9.2 - 60% PS&E	\$ 99,865.70
1.9.3 - 90% PS&E	\$ 60,222.06
1.9.4 - 100% PS&E	\$ 33,054.45
1.9.5 - Deliver Final PS&E	\$ 2,208.19
<b>Task 1.10 - Project Schedule</b>	<b>\$ 15,382.60</b>
1.10.1 - Project Schedule	\$ 15,382.60
<b>Task 2.0 - Optional Tasks</b>	<b>\$ 51,052.37</b>
2.1 - Assistance During Construction Bidding Process	\$ 14,282.73
2.2 - Design Support During Construction	\$ 25,703.59
2.3 - Construction Staking During Construction	\$ 11,066.06
<b>TOTAL COST WITH OPTIONAL TASKS</b>	<b>\$ 1,031,306.80</b>

**Tasks will be billed on a lump-sum basis with the exception of the Optional Tasks. Optional Tasks will be billed on a time-and-materials basis using actual hourly rates loaded with the contract overhead and fee.**

## **EXHIBIT C**

### **PROFESSIONAL SERVICES CONTRACTS** **INSURANCE REQUIREMENTS**

#### **A. Insurance**

Without limiting County's right to obtain indemnification from the Contractor or any third parties, prior to commencement of work, Contractor shall purchase and maintain the following types of insurance for minimum limits indicated during the term of this Agreement and provide a Certificate of Endorsement from Contractor's Insurance Carrier guaranteeing such coverage to the County. Such Certificate shall be mailed as set forth under Section 25. Notice. In the event Contractor fails to keep in effect at all times insurance coverage as herein provided, County may, in addition to other remedies it may have, suspend or terminate this Agreement upon the occurrence of such event.

1. Commercial General Liability. Two Million Dollars (\$2,000,000) per occurrence and Five Million Dollars (\$5,000,000) annual aggregate covering bodily injury, personal injury and property damage. The County and its officers, employees and agents shall be endorsed to above policies as additional insured, using ISO form CG 20 26 or an alternate form that is at least as broad as form CG 20 26, as to any liability arising from the performance of this Agreement.
2. Automobile Liability. Comprehensive Automobile Liability Insurance with limits for bodily injury of not less than Five Hundred Thousand Dollars (\$500,000) per person, One Million Dollars (\$1,000,000) per accident and for property damages not less than One Hundred Thousand Dollars (\$100,000), or such coverage with a combined single limit of One Million Dollars (\$1,000,000). Coverage should include owned and non-owned vehicles used in connection with this Agreement.
3. Workers Compensation. Statutory coverage, if and as required under the California Labor Code. The policy shall be endorsed to waive the insurer's subrogation rights against the County.
4. Professional Liability. One Million Dollars (\$1,000,000) limit per occurrence or claim and Three Million Dollars (\$3,000,000) annual aggregate limit covering Contractor's wrongful acts, errors and omissions.

#### **B. Insurance Conditions**

1. Insurance is to be placed with admitted insurers rated by A.M. Best Co. as A:VII or higher. Lower rated, or approved but not admitted insurers, may be accepted if prior approval is given by the County's Risk Manager.
2. Each of the above required policies shall be endorsed to provide County with thirty (30) days prior written notice of cancellation. County is not liable for the payment of premiums or assessments on the policy. No cancellation provisions in the insurance policy shall be construed in derogation of the continuing duty of Contractor to furnish insurance during the term of this Agreement.

## EXHIBIT D

### CERTIFICATION OF CONSULTANT

I HEREBY CERTIFY that I am the Principal in Charge and duly authorized representative of the firm Dokken Engineering whose address is 1450 Frazee Road, #100, San Diego, California 92108 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 agreement; nor

(b) agreed, as an expressed or implied condition for obtaining this contract, to employ or retain the services of any firm or person in connection with carrying out the agreement; 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 agreement.

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

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Date:

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John A. Klemunes, Jr., PE  
President  
Dokken Engineering



## EXHIBIT E

### CERTIFICATION OF LOCAL AGENCY

I HEREBY CERTIFY that I am the Contract Administrator of the County of Kings, 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 expressed or implied condition in connection with obtaining or carrying out this Agreement for the Bridge Preventative Maintenance Program, pre-construction activities and monitoring during and after construction per the environmental document prepared and permits obtained for this project:

(a) Employ, retain, agree to employ or retain, any firm or person; or

(b) Pay or agree to pay, to any firm, person or any 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.

\_\_\_\_\_  
Date

\_\_\_\_\_  
Mitchel Cabrera, P.E.  
Chief Engineer  
County of Kings Department of Public Works

**EXHIBIT F**  
**STATE CONTRACT REQUIREMENTS**

**1. Definitions:**

Address means the address given in the Notices section of the Agreement.

Amount means the amount of total compensation set forth in the Compensation section of the Agreement.

Contract means the Agreement to which this Exhibit is attached.

Contract Administrator means that individual named in the Notices section of the Agreement.

Date means the date first written in the Agreement.

Local Agency means County as set forth in the Agreement.

**ARTICLE IV PERFORMANCE PERIOD**

A. This contract shall go into effect on DATE, contingent upon approval by LOCAL AGENCY, and CONSULTANT shall commence work after notification to proceed by LOCAL AGENCY'S Contract Administrator. The contract shall end five (5) years from the date of execution, unless extended by contract amendment.

B. CONSULTANT is advised that any recommendation for contract award is not binding on LOCAL AGENCY until the contract is fully executed and approved by LOCAL AGENCY.

**ARTICLE V ALLOWABLE COSTS AND PAYMENTS**

A. The method of payment for this contract will be based on lump sum. The total lump sum price paid to CONSULTANT will include compensation for all work and deliverables, including travel and equipment described in Article II Statement of Work of this contract. No additional compensation will be paid to CONSULTANT, unless there is a change in the scope of the work or the scope of the project. In the instance of a change in the scope of work or scope of the project, adjustment to the total lump sum compensation will be negotiated between CONSULTANT and LOCAL AGENCY. Adjustment in the total lump sum compensation will not be effective until authorized by contract amendment and approved by LOCAL AGENCY.

B. Progress payments may be made monthly in arrears based on the percentage of work completed by CONSULTANT. If CONSULTANT fails to submit the required deliverable items according to the schedule set forth in the Statement of Work, LOCAL AGENCY shall have the right to delay payment or terminate this Contract in accordance with the provisions of Article VI Termination.

## EXHIBIT F

C. CONSULTANT shall not commence performance of work or services until this contract has been approved by LOCAL AGENCY and notification to proceed has been issued by LOCAL AGENCY'S Contract Administrator. No payment will be made prior to approval of any work, or for any work performed prior to approval of this contract.

D. CONSULTANT will be reimbursed, as promptly as fiscal procedures will permit, upon receipt by LOCAL AGENCY'S Contract Administrator of itemized invoices in triplicate. Invoices shall be submitted no later than 45 calendar days after the performance of work for which CONSULTANT is billing. Invoices shall detail the work performed on each milestone, on each project as applicable. Invoices shall follow the format stipulated for the Cost Proposal and shall reference this contract number and project title. Final invoice must contain the final cost and all credits due LOCAL AGENCY that include any equipment purchased under the provisions of Article XI 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 LOCAL AGENCY's Contract Administrator at the following address:

**County of Kings Department of Public Works**

**Mitchel Cabrera, P.E., Chief Engineer**

**1400W. Lacey Boulevard, Building #6**

**Hanford, CA 93230**

E. The total amount payable by LOCAL AGENCY shall not exceed **\$1,031,306.80.**

### ARTICLE VI TERMINATION

A. LOCAL AGENCY reserves the right to terminate this contract upon thirty (30) calendar days written notice to CONSULTANT with the reasons for termination stated in the notice.

B. LOCAL AGENCY may terminate this contract with CONSULTANT should CONSULTANT fail to perform the covenants herein contained at the time and in the manner herein provided. In the event of such termination, LOCAL AGENCY may proceed with the work in any manner deemed proper by LOCAL AGENCY. If LOCAL AGENCY terminates this contract with CONSULTANT, LOCAL AGENCY shall pay CONSULTANT the sum due to CONSULTANT under this contract prior to termination, unless the cost of completion to LOCAL AGENCY exceeds the funds remaining in the contract. In which case the overage shall be deducted from any sum due CONSULTANT under this contract and the balance, if any, shall be paid to CONSULTANT upon demand.

C. The maximum amount for which the LOCAL AGENCY shall be liable if

## **EXHIBIT F**

this contract is terminated is Amount dollars.

### **ARTICLE VII COST PRINCIPLES AND ADMINISTRATIVE REQUIREMENTS**

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

B. CONSULTANT also agrees to comply with federal procedures in accordance with 49 CFR, Part 18, Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments.

C. Any costs for which payment has been made to CONSULTANT that are determined by subsequent audit to be unallowable under 49 CFR, Part 18 and 48 CFR, Federal Acquisition Regulations System, Chapter 1, Part 31.000 et seq., are subject to repayment by CONSULTANT to LOCAL AGENCY.

### **ARTICLE VIII RETENTION OF RECORDS/AUDIT**

For the purpose of determining compliance with Public Contract Code 10115, et seq. and Title 21, California Code of Regulations, Chapter 21, Section 2500 et seq., when applicable and other matters connected with the performance of the contract pursuant to Government Code 8546.7; CONSULTANT, subconsultants, and LOCAL AGENCY shall maintain and make available for inspection all books, documents, papers, accounting records, and other evidence pertaining to the performance of the contract, including but not limited to, the costs of administering the contract. All parties shall make such materials available at their respective offices at all reasonable times during the contract period and for three years from the date of final payment under the contract. The state, State Auditor, LOCAL AGENCY, FHWA, or any duly authorized representative of the Federal Government shall have access to any books, records, and documents of CONSULTANT and it's certified public accountants (CPA) work papers that are pertinent to the contract and indirect cost rates (ICR) for audit, examinations, excerpts, and transactions, and copies thereof shall be furnished if requested.

### **ARTICLE IX AUDIT REVIEW PROCEDURES**

A. Any dispute concerning a question of fact arising under an interim or post audit of this contract that is not disposed of by agreement, shall be reviewed by LOCAL AGENCY'S Chief Financial Officer.

B. Not later than 30 days after issuance of the final audit report, CONSULTANT may request a review by LOCAL AGENCY'S Chief Financial Officer of unresolved audit issues. The request for review will be submitted in writing.

C. Neither the pendency of a dispute nor its consideration by LOCAL

## **EXHIBIT F**

AGENCY will excuse CONSULTANT from full and timely performance, in accordance with the terms of this contract.

D. CONSULTANT and subconsultant contracts, including cost proposals and ICR, are subject to audits or reviews such as, but not limited to, a contract audit, an incurred cost audit, an ICR Audit, or a CPA ICR audit work paper review. If selected for audit or review, the contract, cost proposal and ICR and related work papers, if applicable, will be reviewed to verify compliance with 48 CFR, Part 31 and other related laws and regulations. In the instances of a CPA ICR audit work paper review it is CONSULTANT's responsibility to ensure federal, state, or local government officials are allowed full access to the CPA's work papers including making copies as necessary. The contract, cost proposal, and ICR shall be adjusted by CONSULTANT and approved by LOCAL AGENCY 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 LOCAL AGENCY at its sole discretion. Refusal by CONSULTANT to incorporate audit or review recommendations, or to ensure that the federal, state or local governments have access to CPA work papers, will be considered a breach of contract terms and cause for termination of the contract and disallowance of prior reimbursed costs.

### **ARTICLE X SUBCONTRACTING**

A. Nothing contained in this contract or otherwise, shall create any contractual relation between LOCAL AGENCY and any subconsultant(s), and no subcontract shall relieve CONSULTANT of its responsibilities and obligations hereunder. CONSULTANT agrees to be as fully responsible to LOCAL AGENCY for the acts and omissions of its subconsultant(s) and of persons either directly or indirectly employed by any of them as it is for the acts and omissions of persons directly employed by CONSULTANT. CONSULTANT's obligation to pay its subconsultant(s) is an independent obligation from LOCAL AGENCY'S obligation to make payments to the CONSULTANT.

B. CONSULTANT shall perform the work contemplated with resources available within its own organization and no portion of the work pertinent to this contract shall be subcontracted without written authorization by LOCAL AGENCY's Contract Administrator, except that, which is expressly identified in the approved Cost Proposal.

C. CONSULTANT shall pay its subconsultants within ten (10) calendar days from receipt of each payment made to CONSULTANT by LOCAL AGENCY.

D. All subcontracts entered into as a result of this contract shall contain all the provisions stipulated in this contract to be applicable to subconsultants.

E. Any substitution of subconsultant(s) must be approved in writing by LOCAL AGENCY's Contract Administrator prior to the start of work by the subconsultant(s).

## **EXHIBIT F**

### **ARTICLE XI EQUIPMENT PURCHASE**

A. Prior authorization in writing, by LOCAL AGENCY's Contract Administrator shall be required before CONSULTANT enters into any unbudgeted purchase order, or subcontract exceeding \$5,000 for supplies, equipment, or CONSULTANT services. CONSULTANT shall provide an evaluation of the necessity or desirability of incurring such costs.

B. For purchase of any item, service or consulting work not covered in CONSULTANT's Cost Proposal and exceeding \$5,000 prior authorization by LOCAL AGENCY's Contract Administrator; three competitive quotations must be submitted with the request, or the absence of bidding must be adequately justified.

C. Any equipment purchased as a result of this contract is subject to the following: "CONSULTANT shall maintain an inventory of all nonexpendable property. Nonexpendable property is defined as having a useful life of at least two years and an acquisition cost of \$5,000 or more. If the purchased equipment needs replacement and is sold or traded in, LOCAL AGENCY 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 LOCAL AGENCY 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 LOCAL AGENCY procedures; and credit LOCAL AGENCY in an amount equal to the sales price. If CONSULTANT elects to keep the equipment, fair market value shall be determined at CONSULTANT's expense, on the basis of a competent independent appraisal of such equipment. Appraisals shall be obtained from an appraiser mutually agreeable to by LOCAL AGENCY and CONSULTANT, if it is determined to sell the equipment, the terms and conditions of such sale must be approved in advance by LOCAL AGENCY." 49 CFR, Part 18 requires a credit to Federal funds when participating equipment with a fair market value greater than \$5,000 is credited to the project.

### **ARTICLE XII STATE PREVAILING WAGE RATES**

A. CONSULTANT shall comply with the State of California's General Prevailing Wage Rate requirements in accordance with California Labor Code, Section 1770, and all Federal, State, and local laws and ordinances applicable to the work.

B. Any subcontract entered into as a result of this contract, if for more than \$25,000 for public works construction or more than \$15,000 for the alteration, demolition, repair, or maintenance of public works, shall contain all of the provisions of this Article, unless the awarding agency has an approved labor compliance program by the Director of Industrial Relations.

C. When prevailing wages apply to the services described in the scope of work, transportation and subsistence costs shall be reimbursed at the minimum rates set by the Department of Industrial Relations (DIR) as outlined in the applicable Prevailing

## EXHIBIT F

Wage Determination. See <http://www.dir.ca.gov>.

### ARTICLE XIII CONFLICT OF INTEREST

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

B. CONSULTANT hereby certifies that it does not now have, nor shall it acquire any financial or business interest that would conflict with the performance of services under this contract.

C. 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.

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

### ARTICLE XIV 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 LOCAL AGENCY employee. For breach or violation of this warranty, LOCAL AGENCY shall have the right in its discretion; to terminate the contract without liability; to pay only for the value of the work actually performed; or to deduct from the contract price; or otherwise recover the full amount of such rebate, kickback or other unlawful consideration.

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

A. CONSULTANT certifies to the best of his or her knowledge and belief that:

1. No state, federal or local agency appropriated funds have been paid, or will be paid by-or-on behalf of CONSULTANT to any person for influencing

## EXHIBIT F

or attempting to influence an officer or employee of any state or federal agency; a Member of the State Legislature or United States Congress; an officer or employee of the Legislature or Congress; or any employee of a Member of the Legislature or Congress, in connection with the awarding of any state or federal contract; the making of any state or federal grant; the making of any state or federal loan; the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any state or federal contract, grant, loan, or cooperative agreement.

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

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

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