



**SOUTH YUBA TRANSPORTATION
IMPROVEMENT AUTHORITY**
915 Eighth Street, Suite 109A
Marysville, California



AUGUST 4, 2020 – 4:00 P.M.

In compliance with California Executive Orders N-25-20 and N-29-20 (March 17, 2020), members of the Board of Directors and members of the public will participate in the meeting by teleconference via Zoom.

Join Zoom Meeting

<https://us02web.zoom.us/j/86245273060?pwd=NFIxMXdENTJWN2lkTjV0L25zUjhwQT09>

Meeting ID: 862 4527 3060

Passcode: 874921

To participate via the audio only teleconference, dial-in to the meeting using the information below:
1-669-900-9128

Meeting ID: 862 4527 3060

Passcode: 874921

Executive Order N-29-20 authorizes local legislative bodies to hold public meetings via teleconference and to make public meetings accessible telephonically or otherwise electronically to all members of the public. Members of the public are encouraged to observe and participate in the teleconference.

CALL TO ORDER: Welcome. As a courtesy to others, please mute your microphone or other devices which might disrupt the meeting. Thank you.

I **ROLL CALL** – Directors Bradford, Henderson, Lofton, West

II **PUBLIC COMMUNICATIONS:** Any person may speak about any subject of concern within the jurisdiction of the authority which is not on today's agenda. The total amount of time allotted shall be limited to a total of 15 minutes and each individual or group will be limited to no more than 3 minutes. Prior to this time, speakers are requested to fill out a "Request to Speak" card and submit it to the secretary.

III **ACTION ITEMS**

- A. Approve meeting minutes from the regular meeting of February 4, and special meeting of February 18, 2020.
- B. Approve Sacramento State University's request to use South Yuba Transportation Improvement Authority for their Civil Engineering senior class project.
- C. Approve professional services agreement with Dokken Engineering for South Yuba Transportation Improvement Authority Comprehensive Implementation Strategy.

IV **BOARD AND STAFF MEMBERS REPORTS**

V **ADJOURN**

In compliance with the Americans with Disabilities Act, the meeting room is wheelchair accessible and disabled parking is available. If you have a disability and need disability-related modifications or accommodations to participate in this meeting, please contact the Clerk of the Board's office at (530) 749-7510 or (530) 749-7353 (fax). Requests must be made two full business days before the start of the meeting.

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**SOUTH YUBA TRANSPORTATION
IMPROVEMENT AUTHORITY
915 Eighth Street, Board Chambers
Marysville, California**



FEBRUARY 4, 2020 – 4:00 P.M.

Call to order 4:00 p.m. with a quorum being present as follows: Directors Bradford, Henderson, Lofton and West. Also present were Chief Deputy County Counsel Joseph Larmour, Community Development and Services Director Kevin Mallen, and Secretary/Board Clerk Mary Pasillas. Chair Bradford presided.

I ROLL CALL – Directors Bradford, Henderson, Lofton, West – All present

II PUBLIC COMMUNICATIONS: None

III ACTION ITEMS

A. Approve meeting minutes of December 11, 2019.

MOTION: Move to approve

MOVED: Rick West SECOND: Doug Lofton

AYES: Gary Bradford, Doug Lofton, Joe Henderson, Rick West

NOES: None ABSENT: None ABSTAIN: None

B. Authorize Staff to solicit proposals to prepare a Project Study Report for the South Beale Road and Highway 65 Interchange. Community Development and Services Director Kevin Mallen recapped the Project Report Study and responded to Board inquiries. Following discussion by Directors regarding interchange points, funds and costs, Board of Directors suggested continuing meeting to allow department staff to gather additional information.

MOTION: Move to approve continuation of meeting to February 18, 2020 at 4:00 p.m.

MOVED: Doug Lofton SECOND: Joe Henderson

AYES: Gary Bradford, Doug Lofton, Joe Henderson, Rick West

NOES: None ABSENT: None ABSTAIN: None

RECESSED AT 4:45 P.M. TO TUESDAY, FEBRUARY 18, 2020 AT 4:00 P.M. WITH ALL MEMBERS BEING PRESENT AS INDICATED ABOVE.

B. Authorize Staff to solicit proposals to prepare a Project Study Report for the South Beale Road and Highway 65 Interchange. Executive Director Kevin Mallen advised not to move forward with this item at this time.

IV BOARD AND STAFF MEMBERS REPORTS: None

V ADJOURN: 4:06 p.m.

Chair

SECRETARY ATTEST:
RACHEL FERRIS
CLERK OF THE BOARD OF SUPERVISORS

Approved: _____

By: Mary Pasillas, Board Clerk

02/04/2020 - SYTIA

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**SOUTH YUBA TRANSPORTATION
IMPROVEMENT AUTHORITY
915 Eighth Street, Board Chambers
Marysville, California**



**SPECIAL MEETING
FEBRUARY 18, 2020 – 4:15 P.M.**

Call to order 4:15 p.m. with a quorum being present as follows: Directors Bradford, Henderson, Lofton, and West. Also present were Chief Deputy County Counsel Joseph Larmour, Community Development and Services Director Kevin Mallen, and Board Clerk Mary Pasillas. Chair Bradford presided.

I ROLL CALL – Directors Bradford, Henderson, Lofton, West – All present

II PUBLIC COMMUNICATIONS: None

IV ACTION ITEMS

- A. Approve request to solicit proposals for a Comprehensive Implementation Strategy for the planned infrastructure projects. Community Development and Services Director Kevin Mallen recapped the infrastructure projects and the process of the required study.

MOTION: Move to approve

MOVED: Rick West SECOND: Doug Lofton

AYES: Gary Bradford, Doug Lofton, Joe Henderson, Rick West

NOES: None ABSENT: None ABSTAIN: None

V BOARD AND STAFF MEMBERS REPORTS: None

VI ADJOURN: 4:18 p.m.

Chair

SECRETARY ATTEST:
RACHEL FERRIS
CLERK OF THE BOARD OF SUPERVISORS

By: Mary Pasillas, Board Clerk

Approved: _____

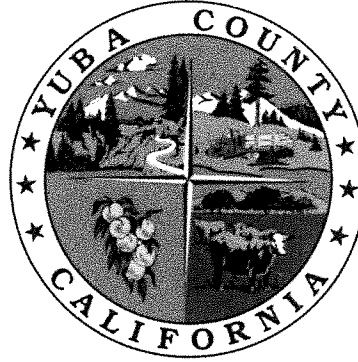
The County of Yuba

Community Development & Services Agency

Kevin Mallen, Director

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Marysville, California 95901

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To: South Yuba Transportation Improvement Authority (SYTIA)

From: Mike Lee, Director of Public Works

Subject: Approve Sacramento State University's request to use SYTIA for their Civil Engineering senior class project

Date: August 4, 2020

RECOMMENATION:

It is recommended that the Board approve Sacramento State University's request to use SYTIA for their Civil Engineering senior class project.

BACKGROUND/DISCUSSION:

Sacramento State's civil engineering seniors must complete a senior class project as part of their graduation requirements. There are 80 graduating seniors in the fall 2020 class that will be divided into 12-13 student teams. Faculty try to use real regional projects for their senior class project, and this year they would like to use SYTIA as their real life example.

In order for students to use SYTIA as their class project, they are formally requesting SYTIA board approval. By granting Sacramento State permission to use SYTIA as their senior project it will allow students to use it as a prototype for creating an imaginative preliminary engineering report.

If approved, all correspondence will be directed through the lead instructor, Matthew W. Salvesson, PE, PhD. Students will be required to adhere to the CE 191 Senior Project Student Contract, a draft of which is attached. Students would not be allowed to interact directly with any project stakeholders. This would be a wonderful collaborative effort between SYTIA and Sacramento State that will help to educate future civil engineers while introducing them to the innovative and forward thinking of the County of Yuba and City of Wheatland.

FISCAL IMPACT:

There may be a nominal cost for commitment of County staff time.

CE 191 Senior Project Student Contract

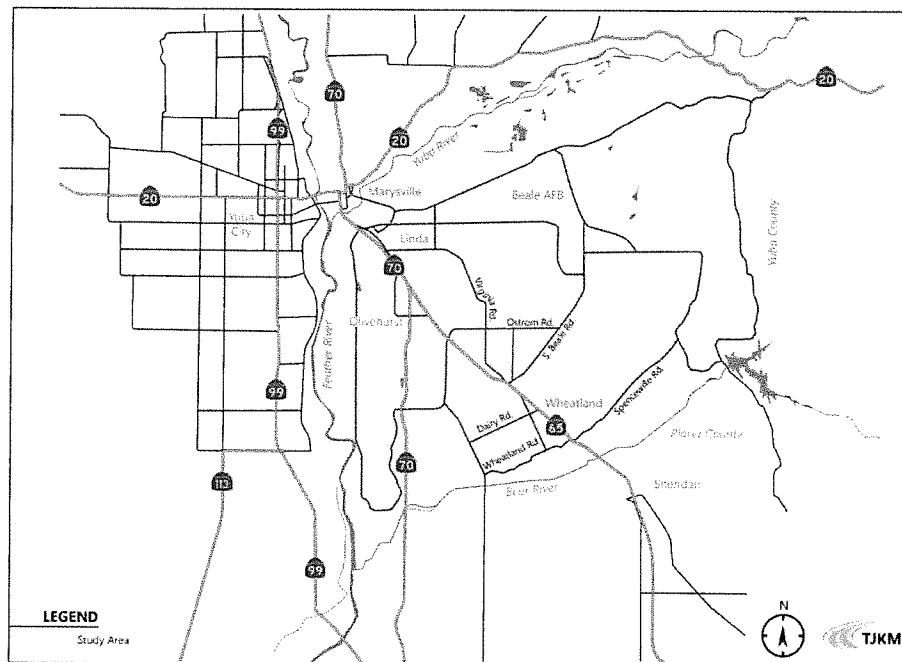
Fall 2020

Introduction

Student teams will explore roadway alignment alternatives for a replacement of a portion of SR 65 in Yuba County. Investigations will include: alternatives analysis, geometrics, preliminary bridge design, preliminary drainage design, preliminary pavement design, and project cost estimating. Student team deliverables will culminate in a final Project Report and an online presentation.

Background

In both Yuba County's and City of Wheatland's General Plans there is planned growth in both additional housing as well as additional businesses. This planned growth will generate additional vehicle traffic and both General Plans identify the need to expand roads to accommodate the additional vehicle trips. While there are numerous roads identified for expansion in the respective General Plans, there are a few key projects that are of a magnitude of both importance as well as sheer scale that they are necessary to the successful growth in both the County and the City. The County and the City recognize this as well as recognize that there are benefits to both entities working jointly to implement these key projects. The South Yuba Transportation Improvement Authority (SYTIA) was therefore formed.



SYTIA Boundaries

Image from May 2019 SYTIA Traffic Impact Fee Study

The SYTIA project is primarily intended to construct the Wheatland Bypass, a replacement for portions of California State Highway 65 in southern Yuba County. The main components of the project are described as follows:

- A new high-capacity roadway beginning at a connection with CA 65 south of the Bear River in Placer County extending northerly to connect with the existing CA 65 freeway north of Morrison Road/Rancho Road intersection.
- The South Beale Road/CA 65 interchange and railroad overcrossing.
- A westward extension of the bypass to connect with Forty Mile Road.
- The extension of Plumas Lake Blvd. from the existing CA 70 interchange northeasterly to Plumas Arboga Road
- Bridges over the Bear River, Grasshopper Slough, Dry Creek and Best Slough.
- An interchange with Spenceville Road and an overcrossing of South Beale Road.

Two sample preliminary alternatives were contemplated in a May 2019 study by SYTIA. That study is available to student teams, but teams should NOT be constrained by those concepts. Those concepts are as follows:



Preliminary Alternative "A"



Preliminary Alternative "B"

Student Deliverables

There are 4 major deliverables for this semester:

1. Work Plan
2. Project Management Documents (Progress Reports, Timesheets, Action Item Lists, Meeting Minutes)
3. Draft and Final Project Report
4. Final Project Presentation

All deliverables, excluding the weekly Project Management Documents, will be evaluated and graded by professionals in the industry.

Procedure for Submitting Deliverables

All submittals (except for the project management documents) will be made under a cover letter describing the contents of the submittal, the purpose of the submittal, and how the recipient of the submittal is expected to handle the submittal. The cover letter will also detail the specific efforts of each team member to prepare the submittal. The letter will be signed by all team members. Each submittal will include a copy for the mentor and the “check” mentor for your group. All submittals will be electronic (PDF).

Generally, students will provide electronic versions to instructors via Canvas. Appropriate mechanisms for file transfers to mentors should be worked out between individual student teams and mentors well in advance of any submittal dates.

Deliverable #1: Work Plan

Each team will prepare a project work plan that will be submitted to your mentor (and “check” mentor). The primary purpose of the work plan is to demonstrate to your mentor that your team (company) is qualified to perform these engineering services for the designated project, and to communicate the team’s project management plan. The work plan will describe the scope of the effort and the fee associated with this work, the project approach, and preliminary concepts. The team will produce a work plan that addresses the following:

- A complete understanding of the Project
- A description of experience and qualifications (be creative)
- Scope, budget, and schedule
- A description of critical project issues and how the team plans to address those issues

At a minimum, the Work Plan shall include:

- An introduction of your team. For example, a description of team member experience, skills and qualifications. Tasks for team members should correlate with his/her expertise.
- An understanding of key project issues and constraints. Appropriate exhibits are encouraged.
- A schedule or flow chart of tasks that team will accomplish throughout the semester
- Task assignments for all major milestones. Roles, responsibilities, and estimated time requirements should be clearly defined for each milestone.
- Preliminary project alternatives, preliminary cost, and advantages and disadvantages of each alternative. These alternatives will be more closely compared and contrasted in the project report.
- Supportive information may include graphs, charts, photographs, resumes, and references.

Project Scope

Describe the responsibilities of key team members and explain how they will interact with respect to delivery of

critical tasks. The Scope of Work should describe each phase or task of the work to be undertaken. It should describe and define in a specific, concise and straightforward manner the proposed approach to achieving the objectives and accomplishing the tasks described in this request.

The scope of work should identify all deliverables.

Identify key personnel that will be made available to this project and define their level of project involvement and time commitment.

Budget

The following tasks should be itemized and incorporated into the fee schedule under the appropriate activities:

- Meetings – The Consultant Project Manager shall set up and facilitate meetings with clients, teammates, and other personnel. Consultant shall prepare meeting agendas, meeting minutes, necessary supplemental materials, and meeting sign-in sheets for all meetings.
- Schedule. The Consultant will be responsible for developing and implementing a project schedule to complete the scope of work.
- Budget. Efficient and effective delivery of this project is critical to the success of this project. It is expected that the Consultant Project Manager will be engaged and proactive in managing the project in order to eliminate project delays.
- Agency Coordination. The Consultant Project Manager will work with the head instructor to coordinate with outside agencies and stakeholders, prior to any meeting or communication with an outside agency or organization.
- Weekly Progress Reports and Action Items. The Consultant shall prepare weekly progress reports and action items.

The budget shall include the following detail:

- Work hours for each team member, by task, and total work hours by all members for each task.
- Billable rates of each member of the project team (use \$175/hr for Project Manager and \$115/hr for all other team members).

Schedule

The team shall prepare a schedule that shows the timeline for completion of the tasks identified in the scope of work, and include client/mentor review times. The schedule must include tentative meeting dates and times with mentors. The final meeting dates and times will be subject to approval by the mentor. As necessary, the schedule must be updated with each Progress Report.

Page Limit

The work plan shall be limited to 15 pages (each side of a page with content counts as a page), not including the cover letter, table of contents, tabs, dividers, or exhibits, or completed Field Review form. A maximum of 5 pages of exhibits will be allowed. The minimum font size for the body text shall be 11.

Deliverable: Project Work Plan

Deliverable #2: Project Management Documents

Weekly time sheets, action items, and progress reports will be submitted via Canvas starting with the second week of class. Minutes from all meetings with your mentor will be submitted via Canvas within 48 hours of the meeting.

The progress reports will typically be presented in class each Friday. The presentation will be 3 to 5 minutes, and will include a revised project schedule, accomplishment summary, and any pertinent information needed to update the Client. Every team member will be required to deliver at least one update presentation.

Deliverables: Weekly Project Management documents and presentation.

Deliverable #3: Draft and Final Project Report

Each team will prepare a Project Report and an associated preliminary design package (preliminary plans and estimate).

Each team will submit a draft report to their mentor and check mentor, receive a grade and a detailed set of comments, and then submit a final version of the document for grading. A comment/response matrix will accompany the final report to assist client grading.

The draft and final reports will be graded by the mentors.

The report will include, but is not limited to the following sections:

- Existing site conditions
- Design criteria
- Project design
 - Preliminary roadway geometrics. Schematic geometrics should be provided for at least 2 substantially different alternatives, plus preliminary plans should be provided for a preferred alternative.
 - Preliminary drainage report
 - Preliminary pavement design
- Bridge advance planning study or studies and type selection discussion
- Stakeholder coordination strategy
- Regulatory compliance
- Right of Way
- Supporting Calculations – Calculations should be attached in an appendix.
- Preliminary cost estimate – The Consultants should prepare a project cost estimate that includes the major cost items and contingency. The detailed cost estimate should be attached in an appendix.

It is expected that the bulk of the iterative design effort will be associated with the geometric designs.

The report shall be limited to 30 pages (each side of a page with content counts as a page), not including the cover letter, index, tabs, separate exhibits, dividers, exhibits, the preliminary design package, and calculations. A maximum of 10 plan sheets or exhibits (typically 11x17, but larger geometric exhibits will be allowed) may be included as an appendix (typically used for the preliminary plans). Calculations (including a detailed cost estimate) may be attached to the report without penalty. The minimum font size for the body text shall be 11.

Preliminary plans should be developed to a level to define the project footprint and approximate project cost.

DO NOT VIOLATE THE PAGE LIMIT REQUIREMENTS, EVEN IF A MENTOR SUGGESTS SOMETHING DIFFERENT.

Deliverable: Draft and final report.

Deliverable #4: Project Presentation

Each team will conduct a final project presentation. The presentation will explain the various alternatives considered and the results and recommendations associated with the report. Teams should discuss (at a

minimum):

- Project goals and constraints
- What was designed and why
- Advantages and limitations of proposed design
- Recommendations

The presentations will be reviewed by a committee of mentors and graded by these same mentors. The mentors will grade the students based on both the content and delivery of the presentation, as well as student responses to questions from the audience.

Each student team final project presentation will be scheduled for 30 minutes, including a rehearsed presentation, questions, and answers.

Presentations will be online via Zoom. In addition to mentors, faculty, alumni, friends, family, and professional colleagues will be in the audience.

Deliverable: Final presentation.

The County of Yuba

Community Development & Services Agency

Kevin Mallen, Director

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To: South Yuba Transportation Improvement Authority (SYTIA)

From: Mike Lee, Director of Public Works

Subject: Approve Professional Services Agreement with Dokken Engineering

Date: August 4, 2020

RECOMMENDATION:

It is recommended that the Board approve and authorize Chair to sign agreement with Dokken Engineering related to engineering services.

BACKGROUND/DISCUSSION:

The SYTIA Board took a series of actions in 2019 to establish a local revenue source through an impact fee program for the local share of costs of the infrastructure projects planned by SYTIA. Infrastructure projects contemplated are:

- Constructing a new high capacity roadway from the terminus of the Lincoln Bypass (State Route 65) in Placer County to State Route 65 at South Beale Road (commonly referred to as the Wheatland Bypass);
- Constructing a new freeway interchange at State Route 65 and South Beale Road;
- Constructing a new freeway interchange north of Sheridan in Placer County at the southern terminus of the bypass; and
- Constructing a high capacity roadway between the new South Beale Road Interchange and the Plumas Lake Blvd Interchange on State Route 70.

The vital first step to implementation of the infrastructure projects above is to develop a Comprehensive Implementation Strategy (CIS). At the direction of the SYTIA Board, staff solicited proposals from qualified engineering firms for preparation of a CIS. Staff received two proposals from qualified consulting firms. The proposals were reviewed and ranked according to established criteria, and Dokken Engineering was the top-ranked firm.

Staff envisions the CIS as a document that outlines funding strategies, individual project steps, timelines and costs, and overall program delivery priorities based on the various factors influencing implementation of the individual projects. Once the CIS is complete, it will provide direction and a roadmap to SYTIA on how best to proceed with the above identified projects.

FISCAL IMPACT:

The contract is not to exceed \$309,758.34. The engineering services will be paid for using SYTIA Traffic Impact Fees.

**AGREEMENT FOR
PROFESSIONAL SERVICES
(Engineering)
Contract No. 102-8100**

THIS AGREEMENT for professional engineering services for the South Yuba Transportation Improvement Authority Comprehensive Implementation Strategy (CIS) ("Agreement") is made as of the Agreement Date set forth below by and between South Yuba Transportation Improvement Authority (the "SYTIA"), and

Dokken Engineering
"CONSULTANT"

In consideration of the Services to be rendered, the sums to be paid, and each and every covenant and condition contained herein, the parties hereto agree as follows:

OPERATIVE PROVISIONS

1. SERVICES

The CONSULTANT shall provide those services described in Attachment "A", Provision A-1. CONSULTANT shall provide said services at the time, place and in the manner specified in Attachment "A", Provisions A-2 through A-3.

2. PERFORMANCE PERIOD

This contract shall go into effect on August 4, 2020, contingent upon approval by SYTIA, and CONSULTANT shall commence work after notification to proceed by SYTIA'S Contract Administrator. The contract shall end on August 4, 2022, unless extended by the contract amendment.

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

Notwithstanding the term set forth above, and unless this contract is terminated by either party prior to its termination date, the term of the Agreement may be automatically extended up to ninety (90) days. Any Notice of Termination during this automatic extension period shall be effective upon a thirty (30) day written notice to the other party. The purpose of this automatic extension is to allow for continuation of services, and to allow SYTIA time in which to complete a novation or renewal contract for CONSULTANT AND SYTIA approval.

CONSULTANT understands and agrees that there is no representation, implication, or understanding that the services provided by CONSULTANT pursuant to this Agreement will be purchased by SYTIA under a new agreement following expiration or termination of this

Agreement, and CONSULTANT waives all rights or claims to notice or hearing respecting any failure to continue purchase of all or any such services from CONSULTANT.

3. PAYMENT

SYTIA shall pay CONSULTANT for services rendered pursuant to this Agreement at the time and in the amount set forth in Attachment "B". The payment specified in Attachment "B" shall be the only payment made to CONSULTANT for services rendered pursuant to this Agreement. CONSULTANT shall submit all billings for said services to SYTIA in the manner specified in Attachment "B".

4. FACILITIES, EQUIPMENT AND OTHER MATERIALS AND OBLIGATIONS OF SYTIA

CONSULTANT shall, at its sole cost and expense, furnish all facilities, equipment, and other materials which may be required for furnishing services pursuant to this Agreement, unless an exception to this requirement is provided in Attachment "A", Provision A-4.

5. ADDITIONAL PROVISIONS

Those additional provisions unique to this Agreement are set forth in Attachment "C".

6. GENERAL PROVISIONS

The general provisions set forth in Attachment "D" are part of this Agreement. Any inconsistency between said general provisions and any other terms or conditions of this Agreement shall be controlled by general provisions, Attachment "D".

7. DESIGNATED REPRESENTATIVES

The County's Public Works Director is the representative of SYTIA. Elizabeth B. Diamond, is the authorized representative for CONSULTANT. Changes in designated representatives shall occur only by advance written notice to the other party.

8. ATTACHMENTS

All attachments referred to herein are attached hereto and by this reference incorporated herein. Attachments include:

- Attachment A – Scope of Work
- Attachment B – Payment
- Attachment C – Additional Provisions
- Attachment D – General Provisions
- Attachment E – Insurance Provisions
- Exhibit 1 – Scope of Services
- Exhibit 2 – Cost

9. COST PRINCIPLES AND ADMINISTRATIVE REQUIREMENTS

- A. The CONSULTANT agrees that 48 CFR Part 31, Contract Cost Principles and Procedures, shall be used to determine the allowability of individual terms of cost.
- B. The CONSULTANT also agrees to comply with Federal procedures in accordance with 2 CFR Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.
- C. Any costs for which payment has been made to the CONSULTANT that are determined by subsequent audit to be unallowable under 48 CFR Part 31 or 2 CFR Part 200 are subject to repayment by the CONSULTANT to SYTIA.
- D. When a CONSULTANT or Subconsultant is a Non-Profit Organization or an Institution of Higher Education, the Cost Principles for Title 2 CFR Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards shall apply.
- E. All subcontracts in excess of \$25,000 shall contain the above provisions.

10. TERMINATION

SYTIA and CONSULTANT reserves the right to terminate this contract upon thirty (30) calendar days written notice with or without cause.

SYTIA 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, SYTIA may proceed with the work in any manner deemed proper by SYTIA. If SYTIA terminates this contract with CONSULTANT, SYTIA shall pay CONSULTANT the sum due to CONSULTANT under this contract prior to termination, unless the cost of completion to SYTIA 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.

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

IN WITNESS WHEREOF, the parties hereto have executed this

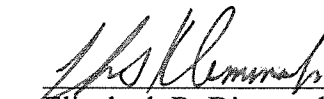
Agreement on _____, 20____.

"SYTIA"

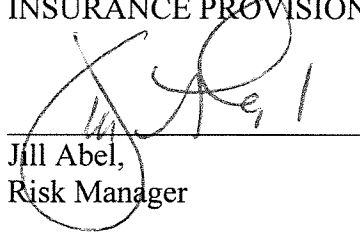
South Yuba Transportation
Improvement Authority

"CONSULTANT"

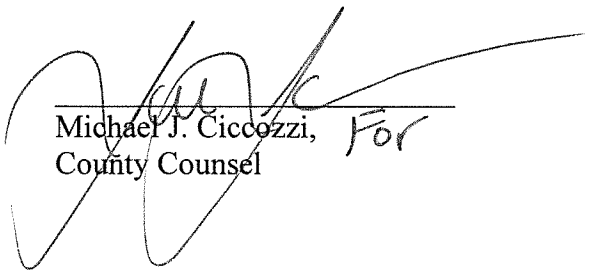
Board Chair


~~Elizabeth B. Diamond, PE~~ *John A Klemmer Jr*
~~Director~~ *President*
Dokken Engineering

INSURANCE PROVISIONS APPROVED


Jill Abel,
Risk Manager

APPROVED AS TO FORM:
COUNTY COUNSEL


Michael J. Ciccozzi,
County Counsel

For

SOUTH YUBA TRANSPORTATION IMPROVEMENT AUTHORITY

Dokken Engineering – SYTIA Comprehensive Implementation Strategy

ATTACHMENT A

SCOPE OF WORK

A.1 SCOPE OF SERVICES AND DUTIES

The services to be provided by CONSULTANT and the scope of CONSULTANT's duties are to provide for professional project management services for SYTIA Comprehensive Implementation Strategy and as included on the attached exhibits labeled as Exhibit 1- Scope of Services and Exhibit 2 - Cost.

A.2. TIME SERVICES RENDERED

The services will be provided on such dates and at such times as specified by SYTIA.

A.3. MANNER SERVICES ARE TO BE PERFORMED

As an independent Contractor, CONSULTANT shall be responsible for providing services and fulfilling obligations hereunder in a professional manner. SYTIA shall not control the manner of performance.

CONSULTANT's Project Manager shall meet with SYTIA's Contract Administrator, as needed, to discuss progress on the contract.

A.4. FACILITIES FURNISHED BY SYTIA

CONSULTANT shall, at his/her sole cost and expense, furnish all facilities, equipment, and other materials which may be required for furnishing services pursuant to this Agreement.

SOUTH YUBA TRANSPORTATION IMPROVEMENT AUTHORITY

Dokken Engineering – SYTIA Comprehensive Implementation Strategy

ATTACHMENT B

PAYMENT

SYTIA shall pay CONSULTANT as follows:

B.1 BASE CONTRACT FEE

SYTIA shall pay CONSULTANT a contract fee not to exceed (\$309,758.34); CONSULTANT shall submit requests for payment after completion of services or no later than the tenth (10th) day of the month following provision of services. In no event shall total compensation paid to CONSULTANT under this Provision B.1 exceed (\$309,758.34) without a formal written amendment to this Agreement approved by SYTIA.

B.2 TRAVEL COSTS

SYTIA shall not pay CONSULTANT for meals, lodging or other travel costs not included in this Agreement unless said costs are approved in advance by SYTIA representative (Operative Provision 7) and then SYTIA shall pay CONSULTANT per diem rates in effect on the date of invoice upon presentation of invoices.

B.3 AUTHORIZATION REQUIRED

Services performed by CONSULTANT and not authorized in this Agreement shall not be paid for by SYTIA. Payment for additional services shall be made to CONSULTANT by SYTIA if, and only if, this Agreement is amended by formal written agreement signed by both parties in advance of performing additional services.

B.4 ALLOWABLE COSTS AND PAYMENTS

- A. CONSULTANT will be reimbursed for hours worked at the hourly rates specified in the CONSULTANT's approved Cost Proposal. The specified hourly rates shall include direct salary costs, employee benefits, prevailing wages, employer payments, overhead, and fee. These rates are not adjustable for the performance period set forth in this AGREEMENT. CONSULTANT will be reimbursed within thirty (30) days upon receipt by SYTIA'S Contract Administrator of itemized invoices in duplicate.
- B. In addition, CONSULTANT will be reimbursed for incurred (actual) direct costs other than salary costs that are in the approved Cost Proposal and identified in the approved Cost Proposal.
- C. Reimbursement for transportation and subsistence costs shall not exceed State rates.
- D. CONSULTANT will be reimbursed within thirty (30) days upon receipt by SYTIA'S Contract Administrator of itemized invoices in duplicate. Invoices shall follow the format stipulated for the approved Cost Proposal and shall reference this AGREEMENT number

and project title. Invoices shall be mailed to SYTIA's Contract Administrator at the following address:

YUBA COUNTY/DANIEL PETERSON

915 8TH STREET, SUITE 125

MARYSVILLE, CA 95901

- E. No payment will be made prior to approval of any work, nor for any work performed prior to approval of this contract.

SOUTH YUBA TRANSPORTATION IMPROVEMENT AUTHORITY

Dokken Engineering – SYTIA Comprehensive Implementation Strategy

ATTACHMENT C

ADDITIONAL PROVISIONS

C.1 FUNDING

CONSULTANT and SYTIA agree that this Agreement will be null, void and not enforceable if all or part of the funds secured by SYTIA for the purposes of this Agreement are not made available to SYTIA. If this provision is invoked, SYTIA shall be liable for work already completed by CONSULTANT at contracted rates.

- A. It is mutually understood between the parties that this contract may have been written before ascertaining the availability of funds or appropriation of funds, for the mutual benefit of both parties, in order to avoid program and fiscal delays that would occur if the contract were executed after that determination was made.
- B. This contract is valid and enforceable only if sufficient funds are made available to SYTIA for the purpose of this contract. In addition, this contract is subject to any additional restrictions, limitations, conditions, or any statute enacted by the Congress, State Legislature, or SYTIA governing board that may affect the provisions, terms, or funding of this contract in any manner.
- C. It is mutually agreed that if sufficient funds are not appropriated, this contract may be amended to reflect any reduction in funds.
- D. SYTIA has the option to void the contract under the 30-day termination clause pursuant to Operative Provision 10, or by mutual agreement to amend the contract to reflect any reduction of funds.

C.2 FORCE MAJEURE

Neither party shall be liable in damages or have the right to terminate this Agreement for any delay or default in performing hereunder if such delay or default is caused by conditions beyond its control including, but not limited to Acts of God, Government restrictions (including the denial or cancellation of any export or other necessary license), wars, insurrections and/or any other cause beyond the reasonable control of the party whose performance is affected.

C.3 LAW, POLICY AND PROCEDURES, LICENSES, AND CERTIFICATES

CONSULTANT agrees to administer this Agreement in accordance with all applicable local, county, state, and federal laws, rules, and regulations applicable to their operations.

CONSULTANT shall further comply with all laws including, but not limited to, those relevant to wages and hours or employment, occupational safety, fire safety, health, sanitation standards and directives, guidelines, and manuals related to this Agreement. All issues shall be resolved using reasonable administrative practices and judgment. CONSULTANT shall keep in effect all licenses, permits, notices, and certificates required by law and by this Agreement.

C.4 RETENTION OF RECORDS/AUDITS

For the purpose of determining compliance with Gov. Code § 8546.7, the CONSULTANT, Subconsultants, and SYTIA shall maintain all books, documents, papers, accounting records, Independent CPA Audited Indirect Cost Rate workpapers, and other evidence pertaining to the performance of the AGREEMENT including, but not limited to, the costs of administering the AGREEMENT. All parties, including the CONSULTANT's Independent CPA, shall make such workpapers and materials available at their respective offices at all reasonable times during the AGREEMENT period and for three (3) years from the date of final payment under the AGREEMENT. SYTIA, Caltrans Auditor, FHWA, or any duly authorized representative of the Federal government having jurisdiction under Federal laws or regulations (including the basis of Federal funding in whole or in part) shall have access to any books, records, and documents of the CONSULTANT, Subconsultants, and the CONSULTANT's Independent CPA, that are pertinent to the AGREEMENT for audits, examinations, workpaper review, excerpts, and transactions, and copies thereof shall be furnished if requested without limitation. Subcontracts in excess of \$25,000 shall contain this provision.

C.5 ACCEPTANCE

All work performed and completed under the Agreement is subject to the acceptance of SYTIA or its authorized representatives. Payment shall be made after inspection and approval by SYTIA. Failure by the CONSULTANT to take corrective action within 24 hours after personal or telephonic notice by SYTIA's representative on items affecting essential use of the facility, safety or the preservation of property, and within ten days following written notice on other deficiencies, will result in SYTIA taking whatever corrective action it deems necessary. All costs resulting from such action by SYTIA will be claimed against CONSULTANT.

C.6 CONFIDENTIALITY

CONSULTANT must maintain compliance with confidentiality regulations. At no time shall CONSULTANT'S employees, agents, or representatives in any manner, either directly or indirectly, use for personal benefit or divulge, disclose, or communicate in any manner, any information that is confidential to SYTIA. CONSULTANT and its employees, agents, and representatives shall protect such information and treat it as strictly confidential.

C.7 INTELLECTUAL PROPERTY

SYTIA shall have and retain all right, title, and interest in Intellectual Property in all plans specifications, studies, drawings, estimates, materials, data, computer programs or software and source code, documents developed or modified under this Agreement.

C.8 EQUIPMENT PURCHASE

- A. Prior authorization in writing by SYTIA's Contract Administrator shall be required before CONSULTANT enters into any unbudgeted purchase order, or subcontract exceeding five thousand dollars (\$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 approved Cost Proposal and exceeding five thousand dollars (\$5,000), with prior authorization by SYTIA'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 with funds provided under the terms of this AGREEMENT is subject to the following:
 - 1. 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 five thousand dollars (\$5,000) or more. If the purchased equipment needs replacement and is sold or traded in, SYTIA shall receive a proper refund or credit at the conclusion of the AGREEMENT, or if the AGREEMENT is terminated, CONSULTANT may either keep the equipment and credit SYTIA 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 SYTIA procedures; and credit SYTIA 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 SYTIA and CONSULTANT, if it is determined to sell the equipment, the terms and conditions of such sale must be approved in advance by SYTIA.
 - 2. Regulation 2 CFR Part 200 requires a credit to Federal funds when participating equipment with a fair market value greater than five thousand dollars (\$5,000) is credited to the project.
- D. All subcontracts in excess of \$25,000 shall contain the above provisions.

C.9 STATE PREVAILING WAGE RATES

- A. No CONSULTANT or Subconsultant may be awarded an AGREEMENT containing public work elements unless registered with the Department of Industrial Relations (DIR) pursuant to Labor Code §1725.5. Registration with DIR must be maintained throughout the entire term of this AGREEMENT, including any subsequent amendments.
- B. The CONSULTANT shall comply with all of the applicable provisions of the California Labor Code requiring the payment of prevailing wages. The General Prevailing Wage Rate Determinations applicable to work under this AGREEMENT are available and on file with the Department of Transportation's Regional/District Labor Compliance Officer (<https://dot.ca.gov/programs/construction/labor-compliance>). These wage rates are made a specific part of this AGREEMENT by reference pursuant to Labor Code §1773.2 and will be applicable to work performed at a construction project site. Prevailing wages will be

applicable to all inspection work performed at SYTIA construction sites, at SYTIA facilities and at off-site locations that are set up by the construction contractor or one of its subcontractors solely and specifically to serve SYTIA projects. Prevailing wage requirements do not apply to inspection work performed at the facilities of vendors and commercial materials suppliers that provide goods and services to the general public.

- C. General Prevailing Wage Rate Determinations applicable to this project may also be obtained from the Department of Industrial Relations Internet site at <http://www.dir.ca.gov>.

D. Payroll Records

1. Each CONSULTANT and Subconsultant shall keep accurate certified payroll records and supporting documents as mandated by Labor Code §1776 and as defined in 8 CCR §16000 showing the name, address, social security number, work classification, straight time and overtime hours worked each day and week, and the actual per diem wages paid to each journeyman, apprentice, worker, or other employee employed by the CONSULTANT or Subconsultant in connection with the public work. Each payroll record shall contain or be verified by a written declaration that it is made under penalty of perjury, stating both of the following:
 - a. The information contained in the payroll record is true and correct.
 - b. The employer has complied with the requirements of Labor Code §1771, §1811, and §1815 for any work performed by his or her employees on the public works project.
2. The payroll records enumerated under paragraph (1) above shall be certified as correct by the CONSULTANT under penalty of perjury. The payroll records and all supporting documents shall be made available for inspection and copying by SYTIA representative's at all reasonable hours at the principal office of the CONSULTANT. The CONSULTANT shall provide copies of certified payrolls or permit inspection of its records as follows:
 - a. A certified copy of an employee's payroll record shall be made available for inspection or furnished to the employee or the employee's authorized representative on request.
 - b. A certified copy of all payroll records enumerated in paragraph (1) above, shall be made available for inspection or furnished upon request to a representative of SYTIA, the Division of Labor Standards Enforcement and the Division of Apprenticeship Standards of the Department of Industrial Relations. Certified payrolls submitted to SYTIA, the Division of Labor Standards Enforcement and the Division of Apprenticeship Standards shall not be altered or obliterated by the CONSULTANT.
 - c. The public shall not be given access to certified payroll records by the CONSULTANT. The CONSULTANT is required to forward any requests for certified payrolls to the SYTIA Contract Administrator by both email and regular mail on the business day following receipt of the request.

3. Each CONSULTANT shall submit a certified copy of the records enumerated in paragraph (1) above, to the entity that requested the records within ten (10) calendar days after receipt of a written request.
 4. Any copy of records made available for inspection as copies and furnished upon request to the public or any public agency by SYTIA shall be marked or obliterated in such a manner as to prevent disclosure of each individual's name, address, and social security number. The name and address of the CONSULTANT or Subconsultant performing the work shall not be marked or obliterated.
 5. The CONSULTANT shall inform SYTIA of the location of the records enumerated under paragraph (1) above, including the street address, city and county, and shall, within five (5) working days, provide a notice of a change of location and address.
 6. The CONSULTANT or Subconsultant shall have ten (10) calendar days in which to comply subsequent to receipt of written notice requesting the records enumerated in paragraph (1) above. In the event the CONSULTANT or Subconsultant fails to comply within the ten (10) day period, he or she shall, as a penalty to SYTIA, forfeit one hundred dollars (\$100) for each calendar day, or portion thereof, for each worker, until strict compliance is effectuated. Such penalties shall be withheld by SYTIA from payments then due. CONSULTANT is not subject to a penalty assessment pursuant to this section due to the failure of a Subconsultant to comply with this section.
- E. When prevailing wage rates apply, the CONSULTANT is responsible for verifying compliance with certified payroll requirements. Invoice payment will not be made until the invoice is approved by SYTIA Contract Administrator.
- F. Penalty
1. The CONSULTANT and any of its Subconsultants shall comply with Labor Code §1774 and §1775. Pursuant to Labor Code §1775, the CONSULTANT and any Subconsultant shall forfeit to SYTIA a penalty of not more than two hundred dollars (\$200) for each calendar day, or portion thereof, for each worker paid less than the prevailing rates as determined by the Director of DIR for the work or craft in which the worker is employed for any public work done under the AGREEMENT by the CONSULTANT or by its Subconsultant in violation of the requirements of the Labor Code and in particular, Labor Code §§1770 to 1780, inclusive.
 2. The amount of this forfeiture shall be determined by the Labor Commissioner and shall be based on consideration of mistake, inadvertence, or neglect of the CONSULTANT or Subconsultant in failing to pay the correct rate of prevailing wages, or the previous record of the CONSULTANT or Subconsultant in meeting their respective prevailing wage obligations, or the willful failure by the CONSULTANT or Subconsultant to pay the correct rates of prevailing wages. A mistake, inadvertence, or neglect in failing to pay the correct rates of prevailing wages is not excusable if the CONSULTANT or Subconsultant had knowledge of the obligations under the Labor Code. The CONSULTANT is

responsible for paying the appropriate rate, including any escalations that take place during the term of the AGREEMENT.

3. In addition to the penalty and pursuant to Labor Code §1775, the difference between the prevailing wage rates and the amount paid to each worker for each calendar day or portion thereof for which each worker was paid less than the prevailing wage rate shall be paid to each worker by the CONSULTANT or Subconsultant.
4. If a worker employed by a Subconsultant on a public works project is not paid the general prevailing per diem wages by the Subconsultant, the prime CONSULTANT of the project is not liable for the penalties described above unless the prime CONSULTANT had knowledge of that failure of the Subconsultant to pay the specified prevailing rate of wages to those workers or unless the prime CONSULTANT fails to comply with all of the following requirements:
 - a. The AGREEMENT executed between the CONSULTANT and the Subconsultant for the performance of work on public works projects shall include a copy of the requirements in Labor Code §§ 1771, 1775, 1776, 1777.5, 1813, and 1815.
 - b. The CONSULTANT shall monitor the payment of the specified general prevailing rate of per diem wages by the Subconsultant to the employees by periodic review of the certified payroll records of the Subconsultant.
 - c. Upon becoming aware of the Subconsultant's failure to pay the specified prevailing rate of wages to the Subconsultant's workers, the CONSULTANT shall diligently take corrective action to halt or rectify the failure, including but not limited to, retaining sufficient funds due the Subconsultant for work performed on the public works project.
 - d. Prior to making final payment to the Subconsultant for work performed on the public works project, the CONSULTANT shall obtain an affidavit signed under penalty of perjury from the Subconsultant that the Subconsultant had paid the specified general prevailing rate of per diem wages to the Subconsultant's employees on the public works project and any amounts due pursuant to Labor Code §1813.
5. Pursuant to Labor Code §1775, SYTIA shall notify the CONSULTANT on a public works project within fifteen (15) calendar days of receipt of a complaint that a Subconsultant has failed to pay workers the general prevailing rate of per diem wages.
6. If SYTIA determines that employees of a Subconsultant were not paid the general prevailing rate of per diem wages and if SYTIA did not retain sufficient money under the AGREEMENT to pay those employees the balance of wages owed under the general prevailing rate of per diem wages, the CONSULTANT shall withhold an amount of moneys due the Subconsultant sufficient to pay those employees the general prevailing rate of per diem wages if requested by SYTIA.

G. Hours of Labor

Eight (8) hours labor constitutes a legal day's work. The CONSULTANT shall forfeit, as a penalty to SYTIA, twenty-five dollars (\$25) for each worker employed in the execution of the AGREEMENT by the CONSULTANT or any of its Subconsultants for each calendar day during which such worker is required or permitted to work more than eight (8) hours in any one calendar day and forty (40) hours in any one calendar week in violation of the provisions of the Labor Code, and in particular §§1810 to 1815 thereof, inclusive, except that work performed by employees in excess of eight (8) hours per day, and forty (40) hours during any one week, shall be permitted upon compensation for all hours worked in excess of eight (8) hours per day and forty (40) hours in any week, at not less than one and one-half (1.5) times the basic rate of pay, as provided in §1815.

H. Employment of Apprentices

1. Where either the prime AGREEMENT or the subagreement exceeds thirty thousand dollars (\$30,000), the CONSULTANT and any subconsultants under him or her shall comply with all applicable requirements of Labor Code §§ 1777.5, 1777.6 and 1777.7 in the employment of apprentices.
2. CONSULTANTS and subconsultants are required to comply with all Labor Code requirements regarding the employment of apprentices, including mandatory ratios of journey level to apprentice workers. Prior to commencement of work, CONSULTANT and subconsultants are advised to contact the DIR Division of Apprenticeship Standards website at <https://www.dir.ca.gov/das/>, for additional information regarding the employment of apprentices and for the specific journey-to- apprentice ratios for the AGREEMENT work. The CONSULTANT is responsible for all subconsultants' compliance with these requirements. Penalties are specified in Labor Code §1777.7.

C.10 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 SYTIA employee. For breach or violation of this warranty, SYTIA 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.

C.11 PROHIBITION OF EXPENDING COUNTY, STATE, OR FEDERAL FUNDS FOR LOBBYING

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

1. No State, Federal, or SYTIA appropriated funds have been paid or will be paid, by or on behalf of the CONSULTANT, to any person for influencing or attempting to influence an officer or employee of any local, 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 or making of this AGREEMENT, or with the extension, continuation, renewal, amendment, or modification of this 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 agency, a Member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this AGREEMENT, the CONSULTANT shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- B. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. §1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than ten thousand dollars (\$10,000) and not more than one hundred thousand dollars (\$100,000) for each such failure.
- C. The CONSULTANT also agrees by signing this document that he or she shall require that the language of this certification be included in all lower tier subagreements, which exceed one hundred thousand dollars (\$100,000), and that all such subrecipients shall certify and disclose accordingly.

C.12 DEBARMENT AND SUSPENSION CERTIFICATION

- A. The CONSULTANT's signature affixed herein shall constitute a certification under penalty of perjury under the laws of the State of California, that the CONSULTANT or any person associated therewith in the capacity of owner, partner, director, officer or manager:
1. Is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any federal agency;
 2. Has not been suspended, debarred, voluntarily excluded, or determined ineligible by any federal agency within the past three (3) years;
 3. Does not have a proposed debarment pending; and
 4. Has not been indicted, convicted, or had a civil judgment rendered against it by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past three (3) years.
- B. Any exceptions to this certification must be disclosed to SYTIA. Exceptions will not necessarily result in denial of recommendation for award, but will be considered in determining responsibility. Disclosures must indicate the party to whom the exceptions apply, the initiating agency, and the dates of agency action.
- C. Exceptions to the Federal Government Excluded Parties List System maintained by the U.S. General Services Administration are to be determined by FHWA.

C.13 CONTINGENT FEE

CONSULTANT warrants, by execution of this contract that no person or selling agency has been employed, or retained, to solicit or secure this contract upon an agreement or understanding, for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees, or bona fide established commercial or selling agencies maintained by CONSULTANT for the purpose of securing business. For breach or violation of this warranty, SYTIA has the right to annul this contract without liability; pay only for the value of the work actually performed, or in its discretion to deduct from the contract price or consideration, or otherwise recover the full amount of such commission, percentage, brokerage, or contingent fee.

C.14 DISPUTES

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

C.15 INSPECTION OF WORK

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

C.16 SAFETY

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

precautions for safe operation of its vehicles and the protection of the traveling public from injury and damage from such vehicles.

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

C.17 CLAIMS FILED BY SYTIA's CONSTRUCTION CONTRACTOR

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

C.18 CONFIDENTIALITY OF DATA

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

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

C.19 NATIONAL LABOR RELATIONS BOARD CERTIFICATION

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

C.20 EVALUATION OF CONSULTANT

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

C.21 RETENTION OF FUNDS

- A. Any subcontract entered into as a result of this Contract shall contain all of the provisions of this section.
- B. No retainage will be held by the Agency from progress payments due the prime consultant. Any retainage held by the prime consultant or subconsultants from progress payments due subconsultants shall be promptly paid in full to subconsultants within 30 days after the subconsultant's work is satisfactorily completed. Federal law (49 CFR 26.29) requires that any delay or postponement of payment over the 30 days may take place only for good cause and with the Agency's prior written approval. Any violation of this provision shall subject the violating prime consultant or subconsultant to the penalties, sanctions and other remedies specified in Section 7108.5 of the Business and Professions Code. These requirements shall not be construed to limit or impair any contractual, administrative, or judicial remedies, otherwise available to the prime consultant or subconsultant in the event of a dispute involving late payment or nonpayment by the prime consultant, deficient subconsultant performance, or noncompliance by a subconsultant. This provision applies to both DBE and non-DBE prime consultant and subconsultants.

SOUTH YUBA TRANSPORTATION IMPROVEMENT AUTHORITY

Dokken Engineering – SYTIA Comprehensive Implementation Strategy

ATTACHMENT D

GENERAL PROVISIONS

D.1 INDEPENDENT CONTRACTOR STATUS

At all times during the term of this Agreement, the following apply:

D.1.1 All acts of CONSULTANT shall be performed as an independent Contractor and not as an agent, officer or employee of SYTIA. It is understood by both CONSULTANT and SYTIA that this Agreement is by and between two independent parties and is not intended to and shall not be construed to create the relationship of agent, servant, employee, partnership, joint venture or association.

D.1.2 CONSULTANT shall have no claim against SYTIA for employee rights or benefits, including, but not limited to, seniority, vacation time, vacation pay, sick leave, personal time off, overtime, medical, dental or hospital benefits, civil service protection, disability retirement benefits, paid holidays or other paid leaves of absence.

D.1.3 CONSULTANT is solely obligated to pay all applicable taxes, deductions and other obligations, including, but not limited to, federal and state income taxes, withholding and Social Security taxes, unemployment and disability insurance and Workers' Compensation and Medi-Care payments.

D.1.4 As an independent Contractor, CONSULTANT is not subject to the direction and control of SYTIA except as to the final result contracted for under this Agreement. SYTIA may not require CONSULTANT to change its manner of doing business, but may require it to redirect its efforts to accomplish what it has agreed to do.

D.1.5 CONSULTANT may provide services to others during the same period service is provided to SYTIA under this Agreement.

D.1.6 SUBCONTRACTING

A. Nothing contained in this contract or otherwise, shall create any contractual relation between the SYTIA and any subconsultant(s), and no subcontract shall relieve CONSULTANT of its responsibilities and obligations hereunder. CONSULTANT agrees to be as fully responsible to the SYTIA 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 the SYTIA'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 SYTIA'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 SYTIA.

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 SYTIA's Contract Administrator prior to the start of work by the subconsultant(s).

D.1.7 As an independent Contractor, CONSULTANT hereby indemnifies and holds SYTIA harmless from any and all claims that may be made against SYTIA based on any contention by any third party that an employer-employee relationship exists by reason of this Agreement.

CONSULTANT agrees to indemnify and hold harmless SYTIA, its officers, agents, and employees from any and all claims, demands, costs, or liability arising from or connected with the services provided hereunder due to negligent acts, errors, or omissions of CONSULTANT. CONSULTANT will reimburse SYTIA for any expenditure, including reasonable attorney fees, incurred by SYTIA in defending against claims ultimately determined to be due to negligent acts, errors, or omissions of CONSULTANT.

D.2 LICENSES, PERMITS, ETC.

CONSULTANT represents and warrants to SYTIA that it has all licenses, permits, qualifications, and approvals of whatsoever nature which are legally required for CONSULTANT to practice its profession. CONSULTANT represents and warrants to SYTIA that CONSULTANT shall, at its sole cost and expense, keep in effect or obtain at all times during the term of this Agreement, any licenses, permits, and approvals which are legally required for CONSULTANT to practice its profession at the time the services are performed. Failure of the CONSULTANT to comply with this provision shall authorize SYTIA to immediately terminate this agreement notwithstanding any other provision in this agreement to the contrary.

D.3 TIME

CONSULTANT shall devote such time to the performance of services pursuant to this Agreement as may be reasonably necessary for the satisfactory performance of CONSULTANT's obligations pursuant to this Agreement. Neither party shall be considered in default of this Agreement to the extent performance is prevented or delayed by any cause, present or future, which is beyond the reasonable control of the party.

D.4 CONSULTANT NOT AGENT

Except as SYTIA may specify in writing, CONSULTANT shall have no authority, express or implied, to act on behalf of SYTIA in any capacity whatsoever as an agent. CONSULTANT shall have no authority, express or implied, pursuant to this Agreement to bind SYTIA to any obligation whatsoever.

D.5 ASSIGNMENT PROHIBITED

CONSULTANT may not assign any right or obligation pursuant to this Agreement. Any attempted or purported assignment of any right or obligation pursuant to this Agreement shall be void and of no legal effect.

D.6 PERSONNEL

CONSULTANT shall assign only competent personnel to perform services pursuant to this Agreement. In the event that SYTIA, in its sole discretion, at any time during the term of this Agreement, desires the removal of any person or persons assigned by CONSULTANT to perform services pursuant to this Agreement, CONSULTANT shall remove any such person immediately upon receiving written notice from SYTIA of its desire for removal of such person or persons.

D.7 STANDARD OF PERFORMANCE

CONSULTANT shall perform all services required pursuant to this Agreement in the manner and according to the standards observed by a competent practitioner of the profession in which CONSULTANT is engaged. All products of whatsoever nature which CONSULTANT delivers to SYTIA pursuant to this Agreement shall be prepared in a first class and workmanlike manner and shall conform to the standards or quality normally observed by a person practicing in CONSULTANT's profession.

D. 8 POSSESSORY INTEREST

The parties to this Agreement recognize that certain rights to property may create a "possessory interest", as those words are used in the California Revenue and Taxation Code, §107. For all purposes of compliance by SYTIA with Section 107.6 of the California Revenue and Taxation Code, this recital shall be deemed full compliance by SYTIA. All questions of initial determination of possessory interest and valuation of such interest, if any, shall be the responsibility of the County Assessor and the contracting parties hereto. A taxable possessory interest may be created by this contract; and if created, the party in whom such an interest is vested will be subject to the payment of property taxes levied on such an interest.

D.9 TAXES

CONSULTANT hereby grants to SYTIA the authority to deduct from any payments to CONSULTANT any SYTIA imposed taxes, fines, penalties and related charges which are delinquent at the time such payments under this Agreement are due to CONSULTANT.

D.10 TERMINATION

Upon termination of this Agreement as otherwise provided herein, CONSULTANT shall immediately cease rendering service upon the termination date and the following shall apply:

D.10.1 CONSULTANT shall deliver copies of all writings prepared by it pursuant to this Agreement. The term "writings" shall be construed to mean and include: handwriting, typewriting, printing, photostating, photographing, and every other means of recording upon any tangible thing and form of communication or representation, including letters, words, pictures, sounds, or symbols, or combinations thereof.

D.10.2 SYTIA shall have full ownership and control of all such writings or other communications delivered by CONSULTANT pursuant to this Agreement.

D.10.3 SYTIA shall pay CONSULTANT the reasonable value of services rendered by CONSULTANT to the date of termination pursuant to this Agreement not to exceed the amount documented by CONSULTANT and approved by SYTIA as work accomplished to date; provided, however, SYTIA shall not in any manner be liable for lost profits which might have been made by CONSULTANT had CONSULTANT completed the services required by this Agreement. In this regard, CONSULTANT shall furnish to SYTIA such financial information as in the judgment of the SYTIA is necessary to determine the reasonable value of the services rendered by CONSULTANT. In the event of a dispute as to the reasonable value of the services rendered by CONSULTANT, the decision of SYTIA shall be final. The foregoing is cumulative and does not affect any right or remedy which SYTIA may have in law or equity.

CONSULTANT may terminate its services under this Agreement upon thirty (30) days written notice to SYTIA, without liability for damages, if CONSULTANT is not compensated according to the provisions of the Agreement or upon any other material breach of the Agreement by SYTIA.

D.11 STATEMENT OF COMPLIANCE

- A. The CONSULTANT's signature affixed herein and dated shall constitute a certification under penalty of perjury under the laws of the State of California that the CONSULTANT has, unless exempt, complied with the nondiscrimination program requirements of Gov. Code §12990 and 2 CCR § 8103.
- B. During the performance of this AGREEMENT, CONSULTANT and its subconsultants shall not deny the AGREEMENT's benefits to any person on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status, nor shall they unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status. CONSULTANT and subconsultants shall insure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment.
- C. CONSULTANT and subconsultants shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code §12990 et seq.), the applicable regulations

promulgated there under (2 CCR §11000 et seq.), the provisions of Gov. Code §§11135-11139.5, and the regulations or standards adopted by SYTIA to implement such article. The applicable regulations of the Fair Employment and Housing Commission implementing Gov. Code §12990 (a-f), set forth 2 CCR §§8100-8504, are incorporated into this AGREEMENT by reference and made a part hereof as if set forth in full.

- D. CONSULTANT shall permit access by representatives of the Department of Fair Employment and Housing and SYTIA upon reasonable notice at any time during the normal business hours, but in no case less than twenty-four (24) hours' notice, to such of its books, records, accounts, and all other sources of information and its facilities as said Department or SYTIA shall require to ascertain compliance with this clause.
- E. CONSULTANT and its subconsultants shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other Agreement.
- F. CONSULTANT shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under this AGREEMENT.
- G. The CONSULTANT, with regard to the work performed under this AGREEMENT, shall act in accordance with Title VI of the Civil Rights Act of 1964 (42 U.S.C. §2000d et seq.). Title VI provides that the recipients of federal assistance will implement and maintain a policy of nondiscrimination in which no person in the United States shall, on the basis of race, color, national origin, religion, sex, age, disability, be excluded from participation in, denied the benefits of or subject to discrimination under any program or activity by the recipients of federal assistance or their assignees and successors in interest.
- H. The CONSULTANT shall comply with regulations relative to non-discrimination in federally-assisted programs of the U.S. Department of Transportation (49 CFR Part 21 - Effectuation of Title VI of the Civil Rights Act of 1964). Specifically, the CONSULTANT shall not participate either directly or indirectly in the discrimination prohibited by 49 CFR §21.5, including employment practices and the selection and retention of Subconsultants.

D.12 REHABILITATION ACT OF 1973/AMERICANS WITH DISABILITIES ACT OF 1990

In addition to application of the non-discrimination provision of this Agreement, above, CONSULTANT agrees to comply with all provisions of section 504 et seq. of the Rehabilitation Act of 1973, and with all provisions of the Americans with Disabilities Act of 1990, and all amendments thereto, and all administrative rules and regulations issued pursuant to said Acts, pertaining to the prohibition of discrimination against qualified handicapped and disabled persons, in all programs or activities, as to employees or recipients of services.

D.13 OWNERSHIP OF DATA

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

D.14 WAIVER

A waiver by any party of any breach of any term, covenant or condition herein contained or a waiver of any right or remedy of such party available hereunder at law or in equity shall not be deemed to be a waiver of any subsequent breach of the same or any other term, covenant or condition herein contained or of any continued or subsequent right to the same right or remedy. No party shall be deemed to have made any such waiver unless it is in writing and signed by the party so waiving.

D.15 COMPLETENESS OF INSTRUMENT

This Agreement, together with its specific references and attachments, constitutes all of the agreements, understandings, representations, conditions, warranties and covenants made by and between the parties hereto. Unless set forth herein, neither party shall be liable for any representations made express or implied.

D.16 SUPERSEDES PRIOR AGREEMENTS

It is the intention of the parties hereto that this Agreement shall supersede any prior agreements, discussions, commitments, representations, or agreements, written or oral, between the parties hereto.

D.17 CAPTIONS

The captions of this Agreement are for convenience in reference only and the words contained therein shall in no way be held to explain, modify, amplify or aid in the interpretation, construction or meaning of the provisions of this Agreement.

D.18 DEFINITIONS

Unless otherwise provided in this Agreement, or unless the context otherwise requires, the following definitions and rules of construction shall apply herein.

D.18.1 NUMBER AND GENDER. In this Agreement, the neuter gender includes the feminine and masculine, and the singular includes the plural, the word "person" includes corporations, partnerships, firms or associations, wherever the context so requires.

D.18.2 MANDATORY AND PERMISSIVE. "Shall" and "will" and "agrees" are mandatory. "May" is permissive.

D.19 TERM INCLUDES EXTENSIONS

All references to the term of this Agreement or the Agreement Term shall include any extensions of such term.

D.20 SUCCESSORS AND ASSIGNS

All representations, covenants and warranties specifically set forth in this Agreement, by or on behalf of, or for the benefit of any or all of the parties hereto, shall be binding upon and inure to the benefit of such party, its successors and assigns.

D.21 CHANGE IN TERMS

- A. This contract may be amended or modified only by mutual written agreement of the parties.
- B. CONSULTANT shall only commence work covered by an amendment after the amendment is executed and notification to proceed has been provided by SYTIA's Contract Administrator.
- C. There shall be no change in CONSULTANT's Project Manager or members of the project team, as listed in the approved Cost Proposal, which is a part of this contract without prior written approval by SYTIA's Contract Administrator.

D.22 COUNTERPARTS

This Agreement may be executed simultaneously and in several counterparts, each of which shall be deemed an original, but which together shall constitute one and the same instrument.

D.23 OTHER DOCUMENTS

The parties agree that they shall cooperate in good faith to accomplish the object of this Agreement and to that end, agree to execute and deliver such other and further instruments and documents as may be necessary and convenient to the fulfillment of these purposes.

D.24 PARTIAL INVALIDITY

If any term, covenant, condition or provision of this Agreement is held by a Court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the provision and/or provisions shall remain in full force and effect and shall in no way be affected, impaired or invalidated.

D.25 JURISDICTION

It is agreed by the parties hereto that unless otherwise expressly waived by them, any action brought to enforce any of the provisions hereof or for declaratory relief hereunder shall be filed and remain in a Court of competent jurisdiction in the County of Yuba, State of California.

D.26 CONTROLLING LAW

The validity, interpretation and performance of this Agreement shall be controlled by and construed under the laws of the State of California.

D.27 TIME IS OF THE ESSENCE

Time is of the essence of this Agreement and each covenant and term a condition herein.

D.28 AUTHORITY

All parties to this Agreement warrant and represent that they have the power and authority to enter into this Agreement in the names, titles and capacities herein stated and on behalf of any entities, persons, estates or firms represented or purported to be represented by such entity(s), person(s), estate(s) or firm(s) and that all formal requirements necessary or required by any state and/or federal law in order to enter into this Agreement have been fully complied with. Further, by entering into this Agreement, neither party hereto shall have breached the terms or conditions of any other contract or agreement to which such party is obligated, which such breach would have a material effect hereon.

D.29 CONFLICT OF INTEREST

- A. During the term of this AGREEMENT, the CONSULTANT shall disclose any financial, business, or other relationship with SYTIA that may have an impact upon the outcome of this AGREEMENT or any ensuing SYTIA construction project. The CONSULTANT shall also list current clients who may have a financial interest in the outcome of this AGREEMENT or any ensuing SYTIA construction project which will follow.
- B. CONSULTANT certifies that it has disclosed to SYTIA any actual, apparent, or potential conflicts of interest that may exist relative to the services to be provided pursuant to this AGREEMENT. CONSULTANT agrees to advise SYTIA of any actual, apparent or potential conflicts of interest that may develop subsequent to the date of execution of this AGREEMENT. CONSULTANT further agrees to complete any statements of economic interest if required by either SYTIA ordinance or State law.
- C. The CONSULTANT hereby certifies that it does not now have nor shall it acquire any financial or business interest that would conflict with the performance of services under this AGREEMENT.

- D. The CONSULTANT hereby certifies that the CONSULTANT or subconsultant and any firm affiliated with the CONSULTANT or subconsultant that bids on any construction contract or on any Agreement to provide construction inspection for any construction project resulting from this AGREEMENT, has established necessary controls to ensure a conflict of interest does not exist. An affiliated firm is one, which is subject to the control of the same persons, through joint ownership or otherwise.

D.30 NOTICES

All notices and demands of any kind which either party may require or desire to serve on the other in connection with this Agreement must be served in writing either by personal service or by registered or certified mail, return receipt requested, and shall be deposited in the United States Mail, with postage thereon fully prepaid, and addressed to the party so to be served as follows:

If to "SYTIA":

Public Works
County of Yuba
Attn: Director
915 8th Street, Suite 125
Marysville, CA 95901

With a copy to:

County Counsel
County of Yuba
915 8th Street, Suite 111
Marysville, CA 95901

If to "CONSULTANT":

Dokken Engineering
Attn: President
110 Blue Ravine Road, Suite 200
Folsom, CA 95630

SOUTH YUBA TRANSPORTATION IMPROVEMENT AUTHORITY

Dokken Engineering – SYTIA Comprehensive Implementation Strategy

ATTACHMENT E

INSURANCE PROVISIONS

E. INSURANCE

CONSULTANT shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the CONSULTANT, its agents, representatives, or employees.

E.1 MINIMUM SCOPE AND LIMIT OF INSURANCE

Coverage shall be at least as broad as:

E.1.1. Commercial General Liability (CGL): Insurance Services Office Form CG 00 01 covering CGL on an “occurrence” basis for bodily injury and property damage, including products-completed operations, personal injury and advertising injury, with limits no less than \$1,000,000 per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.

E.1.2. Automobile Liability: Insurance Services Office Form Number CA 0001 covering, Code 1 (any auto), or if CONSULTANT has no owned autos, Code 8 (hired) and 9 (non-owned), with limit no less than \$1,000,000 per accident for bodily injury and property damage.

E.1.3. Workers’ Compensation insurance as required by the State of California, with Statutory Limits, and Employer’s Liability Insurance with limit of no less than \$1,000,000 per accident for bodily injury or disease.
(Not required if CONSULTANT provides written verification it has no employees)

E.1.4. Professional Liability (Errors and Omissions) Insurance as appropriate to CONSULTANT’s profession, with limits no less than \$1,000,000 per occurrence or claim, \$2,000,000 aggregate.

If the CONSULTANT maintains higher limits than the minimums shown above, SYTIA requires and shall be entitled to coverage for the higher limits maintained by CONSULTANT.

E.2 OTHER INSURANCE PROVISIONS

The insurance policies are to contain, or be endorsed to contain, the following provisions:

E.2.1 ADDITIONAL INSURED STATUS.

SYTIA, its officers, officials, employees, and volunteers are to be covered as additional insureds on the auto policy with respect to liability arising out of automobiles owned, leased, hired or borrowed by or on behalf of CONSULTANT; and on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of CONSULTANT including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the CONSULTANT's insurance (at least as broad as ISO Form CG 20 10, 11 85 or both CG 20 10 and CG 23 37 forms if later revisions used).

E.2.2. PRIMARY COVERAGE

For any claims related to this contract, **CONSULTANT's insurance coverage shall be primary** insurance as respects SYTIA, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by SYTIA, its officers, officials, employees, or volunteers shall be excess of CONSULTANT's insurance and shall not contribute with it.

E.2.3. NOTICE OF CANCELLATION

Each insurance policy required above shall state that **coverage shall not be canceled, except with notice to the SYTIA.**

E.3 WAIVER OF SUBROGATION

CONSULTANT hereby grants to SYTIA a waiver of any right to subrogation which any insurer of said CONSULTANT may acquire against SYTIA by virtue of the payment of any loss under such insurance. CONSULTANT agrees to obtain any endorsement that may be necessary to effect this waiver of subrogation, but this provision applies regardless of whether or not SYTIA has received a waiver of subrogation endorsement from the insurer.

E.4 DEDUCTIBLES AND SELF-INSURED RETENTIONS

Any deductibles or self-insured retentions must be declared to and approved by SYTIA. SYTIA may require CONSULTANT to provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention.

E.5 ACCEPTABILITY OF INSURERS

Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:VII, unless otherwise acceptable to the SYTIA.

E.6 CLAIMS MADE POLICIES

If any of the required policies provide coverage on a claims-made basis:

E.6.1. The Retroactive Date must be shown and must be before the date of the contract or the beginning of contract work.

E.6.2. Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of the contract of work.

E.6.3. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a Retroactive Date prior to the contract effective date, CONSULTANT must purchase “extended reporting” coverage for a minimum of five (5) years after completion of contract work.

E.7 VERIFICATION OF COVERAGE

CONSULTANT shall furnish SYTIA with original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this clause. All certificates and endorsements are to be received and approved by SYTIA before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive CONSULTANT’s obligation to provide them. SYTIA reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

E.8 SUBCONTRACTORS

CONSULTANT shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein.

E.9 SPECIAL RISKS OR CIRCUMSTANCES

SYTIA reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

SOUTH YUBA TRANSPORTATION IMPROVEMENT AUTHORITY

Dokken Engineering – SYTIA Comprehensive Implementation Strategy

Exhibit 1

Scope of Services

SYTIA COMPREHENSIVE IMPLEMENTATION STRATEGY

ATTACHMENT A - SCOPE OF WORK

Following is the Scope of Work Dokken Engineering will perform to develop a Comprehensive Implementation Strategy (CIS) for a series of projects around the Wheatland area that have been identified by the South Yuba Transportation Improvement Authority (SYTIA) to address regional transportation infrastructure needs in southern Yuba County.

Planned capital improvement projects to be included in the strategy are:

- New high capacity roadway from SR 65 north of Sheridan to SR 65 at South Beale Road (aka Wheatland Bypass)
- SR 65 - new connection north of Sheridan to Wheatland Bypass
- SR 65/South Beale Road Interchange
- New high capacity roadway between the new South Beal Road Interchange and the Plumas Lake Blvd Interchange on SR 70.

TASK 1 | PROJECT MANAGEMENT & MEETINGS

1.1 Resource Management and Reporting

Dokken Engineering (Dokken) will prepare and monitor the project budget and schedule, assign resources to task work and track progress, prepare monthly progress reports, and communicate with the SYTIA project manager through calls, emails and meetings as appropriate. Dokken will provide QA/QC on all deliverables and scheduled tasks. The level of effort of this task is based on a nine-month schedule.

1.2 SYTIA Project Development Team Meetings

Dokken will facilitate project development team meetings as requested by Yuba County and City of Wheatland to brief SYTIA representatives/staff on the progress of the work effort and prioritization of projects. Possible meetings include the following key stages in the development of the implementation strategy:

- To gain initial input on needs, concerns and ideas
- To confirm the proposed evaluation criteria for the implementation strategy
- To explain the individual project development processes, approvals and rough timelines
- Present the findings of the evaluations, stakeholder feedback and public input
- Receive input on the draft CIS
- To review the CIS for presentation to the SYTIA Board

Meeting summaries with action items will be prepared.

1.3 Individual Stakeholder Meetings

Dokken will meet with the following stakeholders one-on-one to explain the purpose of the CIS, to understand their concerns with the various interchange and segment improvements and to obtain the latest thinking regarding any plans being contemplated by these stakeholders. Dokken has excellent working relationships with Union Pacific, PCTPA, Beale Air Force Base Commander and Caltrans District 3.

- | | | |
|--------------------|----------------------|-----------------------|
| • Union Pacific RR | • Beale AFB | • Wheatland CDD |
| • PCTPA | • Major Developments | • Caltrans District 3 |

Meeting summaries with action items will be prepared.

Deliverables: *Monthly Progress Report*
 PDT Meeting Agendas and Summaries
 Stakeholder Meetings and Summaries

TASK 2 | INFORMATION GATHERING

2.1 Obtain and Review Existing Studies on SYTIA Area Projects

Dokken will review the available studies for the project to develop a deep understanding of the past efforts expended to begin the development of projects in the area.

Dokken will coordinate with Caltrans District 3 Traffic Safety and Maintenance to determine any projects on SR-65 in the Wheatland and south County area that are on the SHOPP, STIP or minor programs for delivery in the next 10 years. These projects will be referenced, leveraged, or included in the CIS if desired by SYTIA.

2.2 Confirm Goals for the Project

The goals of the CIS will be further developed to ensure the project team has a clear understanding of the desired outcomes from the CIS. Dokken will utilize information gathered from the RFP and from discussions with the County and the City to present a set of common goals and outcomes from the CIS.

Deliverables: *Summary of Information Gathered*
 CIS Goals Summary

TASK 3 | DRAFT PROJECT LAYOUTS & TRAFFIC ASSESSMENT

3.1 SYTIA Area Project Layouts

Dokken roadway engineers will take the general alignments provided from past studies, including most recently the TIF study and develop these into a project layout exhibit. The exhibit will show proposed intersection and interchange lane configurations, turn lanes, intersection controls, ties to existing roadways, proposed right of ways and other project features all overlaid on an aerial photograph of the region. Dokken has used this successful approach to scope the projects and develop broad understanding of the project configurations, costs, and impacts. The exhibits are also extremely valuable for use in various State and Federal Grant Applications for funding.

3.2 Preliminary Environmental Review for Resources

A. Dokken Senior Environmental Planner will review project sites for observable environmental resources that could influence the alignment or features of the planned project segments. The purpose of this review is to identify any critical habitat, species or concerns that could impact the project layouts or cost estimates.

3.3 Develop Project Phasing Options

Dokken will look at the improvements (segments, intersections, bridges, and interchanges) covered in the Traffic Impact Fee Study and Task 3.1 above to develop functional and logical phasing of the construction. The phasing options will plan for the possibility of grant funding from State or Federal sources, accrual of TIF's and major development contributions. The phasing plan will include constructing the project(s) in segments, as well as possibly not initially constructing the intersections or road links at full width.

3.4 Traffic Benefits of Projects and Phases

With the first draft of the lane layouts and phasing options established, Fehr and Peers will evaluate the traffic benefits of the project elements and phases and assist in ranking the project elements/phases on their relative benefits to traffic flow and economic development. This effort has two main components as follows:

Travel Demand Model Selection - Fehr & Peers will evaluate the available travel demand models to determine the one best suited for the project. The Yuba County travel demand model provides detailed roadway network and land uses in Yuba County based on the approved General Plan; however, it does not have information for Placer County where some of the proposed improvements are located. SACSIM, the Sacramento Council of Governments regional six-county model, includes Yuba County and the neighbouring counties to the south but less detail is included in the study area. After the model selection, Fehr & Peers will review the model coding for roadway network and land uses in the study area and adjust it to match current conditions for the base year model and planned development for the future year model. Coordination with Yuba County will be necessary to determine appropriate land use assumptions to make for the areas directly east and west of the SR 65/South Beale Road interchange. The County's General Plan shows employment uses for those sites. The level of development assumed for these sites will directly affect many of the transportation metrics discussed in the next task.

Planning Level Traffic Assessment - Using the travel demand model prepared above, Fehr & Peers will evaluate up to six packages of transportation improvements under cumulative conditions. Fehr & Peers will report area-wide transportation measures including vehicle miles of travel (VMT), vehicle hours of travel (VHT), and vehicle hours of delay (VHD). For key roadway links – for example, SR 65 at the Yuba/Placer County line, daily and PM peak hour volume forecasts will be provided. The volume to capacity ratio produced by the forecast model will be used to assess the level of congestion on roadway links in the study area. Fehr & Peers will review the collision data available via the Transportation Injury Mapping System (TIMS) website to assess the safety performance of existing transportation facilities. Facilities with higher crash rates will be noted.

3.5 Additional Projects or Components to Enhance Funding Competitiveness

Dokken, Fehr and Peers and AIM will consider the available funding sources and consider additional improvements in the SYTIA area that might enhance the competitiveness of the funding applications for SB-1 programs and existing or new Federal funding opportunities. There may even be opportunities to modify or add scope to any SHOPP projects in progress at District 3.

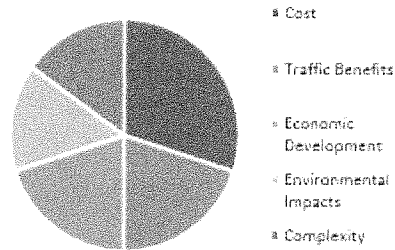
Deliverables: *Project Exhibits showing Layout Details*
 Environmental Review Memorandum
 Project Phasing Options
 Traffic Memorandum
 List of Project Components to enhance funding competitiveness

TASK 4 | EVALUATION OF PROJECTS AND PHASES

4.1 Develop Evaluation Criteria

Dokken will prepare evaluation criteria consistent with the SYTIA goals described in Task 2.2 above. The evaluation criteria are discussed in the project understanding section of this proposal and may include items as shown in the graph to the right. Additional or other more relevant criteria can be added or substituted as the project unfolds and priorities become clear.

Evaluation Considerations



4.2 Project Development Process for Each Project/Phase

Dokken will outline the project development process for each project in the SYTIA Program. The process differs dramatically for local roadways and State highways. Project funding strategy will factor into the plan as well. Project activity and documents required to get the project initiated, environmental approval, final design, right of way, utility relocation and permitting will be detail, providing a roadmap to get the projects to construction. This will be prepared in a table format with an accompanied narrative to explain the process triggers. The information will assist the team in evaluating what delivery phase of each project should advance in what time frame, and in relation to each other.

4.3 Estimate Projects and Phases

Dokken will prepare a comprehensive estimate of each project/phase. The estimate will include the full project costs including project initiation (FSR, Feasibility Study, PEER, Route Adoption, or equivalents for local roads), environmental and project approval (CEQA, NEPA, Project Report), Design, Utility Relocations, Right of Way Acquisition, Construction and Construction Management.

4.4 Perform Evaluations of Projects and Phases

The Dokken team, along with our subconsultants, will evaluate and identify which project or program elements provide the greatest benefits, which ones offer the greatest leveraging, and which are most obtainable in the nearer term with funding opportunities. The evaluation criteria developed in Task 4.1 will be used. Consideration will also be given to how much each project should be advanced to be well positioned for future opportunities or to advance with future development. Yuba County and City of Wheatland project manager/staff representatives will be invited to participate in the ranking process; or can be used for independent review after ranking by the Dokken team.

4.5 Memo and Presentation to the SYTIA Board

Dokken will prepare a memorandum to the SYTIA Project Manager as a progress deliverable, allowing an opportunity for input and guidance from the PDT and if desired, the SYTIA Board. The memorandum will summarize the project layouts, costs and development process for each project and phase. If desired by the SYTIA Project Manager, Dokken will present the status to Board and answer questions they have on the

layouts and evaluation to date. At this time, the Dokken team would welcome feedback and discussion from the Board members prior to more extensive public outreach or further refinement of the study.

Deliverables: *Evaluation Criteria*
 Project Development Process Table and Narrative
 Detailed complete project Estimates
 Memo and Package for Board with Evaluation of Each Project

TASK 5 | PUBLIC OUTREACH

5.1 Community Open House

The DE/AIM team will plan, coordinate, and hold one Community Open House. The open house will include information on the purpose and goals of the Implementation Strategy, the projects included, and evaluation criteria. Maps and exhibits prepared as a result of Tasks 3 and 4 will be displayed. Opportunities will be provided to solicit input, both verbal and in writing. It is anticipated the open house will be held in Wheatland. The team will work with the SYTIA Project Manager to locate a site and arrange for its use. Fees for room rental are not included.

An invitation mailer and notices for the webpage and local newspapers will be developed by the Dokken/AIM team. The team will work with SYTIA to review drafts of these items and finalize them, and to develop the appropriate mailing lists and notification sites. Public input received at the open house will be grouped and summarized and responses developed. The responses will be formatted to allow sharing them with the public on the webpage or sending them via mail to interested parties. Individual responses to individual comments are not included.

Deliverables: *Community Open House Invitation and Materials*
 Participation and Summary

TASK 6 | FUNDING OPPORTUNITIES

6.1 Funding Strategy Consensus Building

Celia McAdam of AIM Consulting will lead the consensus building and funding strategy effort. Specific tasks include:

- Working with the Project team, McAdam will advise on the agendas, presentation materials, and structure of stakeholder meetings related to funding opportunities. The goal is to maximize the effectiveness and efficiency of information exchange and ultimately gain a positive recommendation on the strategy itself.
- McAdam will advise the PDT and Stakeholder Group members to provide clarity of the decisions to be made, understanding of realistic alternatives, and consensus on plan features and outcomes. Discussion topics would include the objectives to be achieved, project issues and details to be considered, criteria for prioritization, funding program possibilities.

6.2 SYTIA Funding Strategy

Celia McAdam will use her decades of expertise in transportation funding to develop a funding strategy for the SYTIA. Potential sources for the strategy will include the Solutions for Congested Corridors program, the Active Transportation Program, Local Partnership Program, Trade Corridor Enhancement Program, local road funds, existing traffic impact fees in adjacent jurisdictions, Federal funding opportunities, transportation sales taxes being considered for the 2020 ballot in Placer County, and others that may develop.

McAdam will provide recommendations on how to classify, frame, and group projects to maximize their competitiveness for the various discretionary funding sources. The point is to expand the pie to leverage a variety of funding sources that will fund the largest number of projects over the coming years. This means that there may not be a single prioritized project list, but a matrix of projects and phases that are prioritized by funding source to allow more project elements to move forward concurrently.

Development of the CIS will use cost estimates and project descriptions developed by the Project team, augmented by available economic projections and other pertinent data available. McAdam's efforts, in coordination the SYTIA and Dokken PM, will begin with meetings with key individuals and groups that control funding decisions. That would include the Project Development Team and Stakeholder Group members as well as other local jurisdictions, and potentially representative of the California Transportation Commission, Sacramento Area Council of Governments, Federal representatives, and others.

Deliverables: Draft and Final Funding Strategy Memorandum

TASK 7 | COMPREHENSIVE IMPLEMENTATION STRATEGY

7.1 Workshop with SYTIA Board to Discuss Evaluation and Public Input

Dokken will present the results of the project evaluations, funding strategies and public input responses with the Project Manager, to the SYTIA Board and additional representatives from Yuba County and Wheatland. Information will be provided in a handout packet form but presented by Ms. Diamond and Mr. Griggs with easy to understand exhibit boards or PowerPoint slides. An update on current and future funding opportunities will be presented by Celia McAdams. The workshop setting will establish a comfortable setting to facilitate discussion and questions on the work completed and the findings. The Dokken team will welcome any feedback or concerns from workshop attendees with the purpose to get this feedback incorporated into the Draft CIS.

7.2 Draft Comprehensive Implementation Strategy

Dokken will assemble the evaluation results and work products completed in the tasks above into the Draft CIS. The Draft CIS will be a stand-alone project delivery guide for SYTIA's use in pursuing the approval, design and funding for each project and phase. It will outline the funding strategies, individual project steps, timelines, costs, and overall SYTIA program delivery priorities developed. It will contain the engineering, environmental overview, traffic evaluation and public input developed through the above tasks.

7.3 Final Comprehensive Implementation Strategy

After SYTIA review of the Draft CIS, Dakken will address any comments with written responses and make the appropriate revisions. A Final CIS will be prepared for the SYTIA guide for delivery of the projects.

Deliverables: *8 copies of presentation packet for SYTIA workshop
5 hard copies and electronic copy of the Draft and Final CIS*

TASK 8 | OPTIONAL TASKS

8.1 S8-1 Funding Application

As an optional service, Dakken will prepare one grant application for funds requiring effort similar to that which would be needed for a S8-1 LPP Funding Application for submission to SACOG, District 3 and ultimately the CTC. The funding application would utilize the mapping, estimate, community consensus and benefits developed during the CIS to create a strong application with regional support.

8.2 Project Webpage

As an optional task, AIM Consulting will develop a project webpage to inform the public about the purpose of the implementation strategy and present the status, schedule, upcoming steps and eventually the findings of the CIS as it is developed. Other content can include, but is not limited to, project maps, informational videos and background information. AIM will update and maintain the project webpage throughout the project. It is anticipated this information would be hosted on the County's web page and a link provided on Wheatland web page.

8.3 Virtual Open House

As an optional task, AIM Consulting will develop a virtual open house for those members of the public that cannot make it to the open house in person. Information consistent with that shared at the public open house would be provided. An opportunity for the public to make comments and/or ask questions will be included. The project team would develop responses, which once approved by the SYTIA Project Manager, would be shared on the project webpage. Grouped, rather than individual responses are anticipated. The virtual open house will be hosted on the County's project webpage.

Deliverables - to be determined with authorization of an optional task.

SOUTH YUBA TRANSPORTATION IMPROVEMENT AUTHORITY

Dokken Engineering – SYTIA Comprehensive Implementation Strategy

Exhibit 2

Cost



SYTIA Comprehensive Implementation Strategy
ATTACHMENT B: COST PROPOSAL
Summary
June 19, 2020

TASK	DOKKEN ENGINEERING	AIM CONSULTING	FEHR AND PEERS	TOTALS
TASK 1 - PROJECT MANAGEMENT & MEETINGS	\$49,008.86	\$15,717.64		\$64,726.50
1.1 Resource Management & Reporting	\$18,151.43	\$5,314.16		\$23,465.59
1.2 SYTIA Project Development Team Meetings	\$15,926.42	\$7,002.32		\$22,928.74
1.3 Individual Stakeholder Meetings	\$14,931.02	\$3,401.16		\$18,332.18
TASK 2 - INFORMATION GATHERING	\$7,494.78	\$1,000.00		\$8,494.78
2.1 Obtain and Review Existing Studies on SYTIA Area Projects	\$4,362.20			\$4,362.20
2.2 Confirm Goals for the Contract	\$3,132.59	\$1,000.00		\$4,132.59
TASK 3 - DRAFT PROJECT LAYOUTS & TRAFFIC ASSESSMENT	\$52,311.25	\$2,000.00	\$17,260.00	\$71,571.25
3.1 SYTIA Area Project Layouts	\$29,569.27			\$29,569.27
3.2 Preliminary Environmental Review for Resources	\$3,601.01			\$3,601.01
3.3 Develop Project Phasing Options	\$13,654.56			\$13,654.56
3.4 Traffic Benefits of Projects and Phases	\$2,312.84		\$17,260.00	\$19,572.84
3.5 Additional Projects/Components to Enhance Funding Competitiveness	\$3,173.57	\$2,000.00		\$5,173.57
TASK 4 - EVALUATION OF PROJECTS AND PHASES	\$49,594.39	\$2,000.00	\$1,320.00	\$52,914.39
4.1 Develop Evaluation Criteria	\$2,488.50	\$1,000.00		\$3,488.50
4.2 Project Development Process for each Project / Phase	\$8,607.29			\$8,607.29
4.3 Estimate Projects and Phases (Env, Design, Utilities, ROW, Con, CMA)	\$21,693.89			\$21,693.89
4.4 Perform Evaluations of Projects and Phases	\$8,255.97	\$1,000.00	\$1,320.00	\$10,575.97
4.5 Memo and Presentation to SYTIA Board	\$8,548.74			\$8,548.74
TASK 5 - PUBLIC OUTREACH	\$6,604.78	\$10,372.08		\$16,976.86
5.1 Community Open House	\$6,604.78	\$10,372.08		\$16,976.86
TASK 6 - FUNDING OPPORTUNITIES	\$1,990.80	\$11,319.76		\$13,310.56
6.1 Funding Strategy Concensus Building	\$995.40	\$5,784.88		\$6,780.28
6.2 SYTIA Funding Strategy	\$995.40	\$5,534.88		\$6,530.28
TASK 7 - COMPREHENSIVE IMPLEMENTATION STRATEGY	\$41,795.13	\$4,936.04	\$1,320.00	\$48,051.17
7.1 Workshop with SYTIA Board to discuss Evaluation and Public Input	\$9,333.35	\$2,267.44	\$1,320.00	\$12,920.79
7.2 Draft Comprehensive Implementation Strategy	\$21,243.03	\$2,668.60		\$23,911.63
7.3 Final Comprehensive Implementation Strategy	\$11,218.75			\$11,218.75
TOTAL HOURS w/o OPTIONAL TASKS	\$208,800.00	\$47,345.52	\$19,900.00	\$276,045.52
TASK 8 - OPTIONAL TASKS	\$16,968.66	\$16,744.16		\$33,712.82
8.1 S81 Grant Application - TBD depending on type	\$11,809.68	\$4,334.88		\$16,444.56
8.2 Project Webpage	\$2,529.48	\$3,037.20		\$5,566.68
8.3 Virtual Open House	\$2,529.49	\$9,372.08		\$10,901.57
TOTAL HOURS w/ OPTIONAL TASKS	\$225,768.66	\$64,089.68	\$19,900.00	\$309,758.34



TASK	DOKKEN ENGINEERING										SUBCONSULTANTS (PAGE 3)				GRAND TOTALS	
	Project Manager, PE Liz Diamond, PE	Project Engineer Matthew Granger, PE	Structures PE Tim Oteckamp, PE	Transportation PE Amanda Konecka, PE	Senior Engineer M. M. M. M.	Associate Engineer M. M. M. M.	Assistant Engineer M. M. M. M.	James Formico Right of Way Manager	Vanessa Corbin Senior Right of Way Agent	Format Mission Senior Environmental Planner	Associate Environmental Planner (Scott, Zach)	Total Hours	Direct Costs	Total Costs	Grand Total - Hours	Grand Total - Direct Costs
TASK 1 - PROJECT MANAGEMENT & MEETINGS	56	56	56	56	56	56	56	56	56	56	56	56	\$20.00	\$20.00	56	\$20.00
1.1 Request Manager's Approval	56	56	56	56	56	56	56	56	56	56	56	56	\$20.00	\$20.00	56	\$20.00
1.2 SYTIA Project Development Team Meetings	12	12	12	12	12	12	12	12	12	12	12	12	\$20.00	\$20.00	12	\$20.00
1.3 Approval of Implementation Strategy	24	24	24	24	24	24	24	24	24	24	24	24	\$20.00	\$20.00	24	\$20.00
TASK 2 - INFORMATION GATHERING	8	8	8	8	8	8	8	8	8	8	8	8	\$1,000.00	\$1,000.00	8	\$1,000.00
2.1 Obtain and Review Existing Studies for SYTIA Area Projects	8	8	8	8	8	8	8	8	8	8	8	8	\$1,000.00	\$1,000.00	8	\$1,000.00
2.2 Confirm Data for Data Collection	8	8	8	8	8	8	8	8	8	8	8	8	\$1,000.00	\$1,000.00	8	\$1,000.00
TASK 3 - SMART PROJECT LAYOUTS & TRAFFIC ASSIGNMENT	24	24	24	24	24	24	24	24	24	24	24	24	\$20.00	\$20.00	24	\$20.00
3.1 SYTIA Area Project Layouts	24	24	24	24	24	24	24	24	24	24	24	24	\$20.00	\$20.00	24	\$20.00
3.2 Review Project Layouts for Accuracy	24	24	24	24	24	24	24	24	24	24	24	24	\$20.00	\$20.00	24	\$20.00
3.3 Develop Project Planning Options	24	24	24	24	24	24	24	24	24	24	24	24	\$20.00	\$20.00	24	\$20.00
3.4 Traffic Analysis of the Project and Phases	24	24	24	24	24	24	24	24	24	24	24	24	\$20.00	\$20.00	24	\$20.00
3.5 Review Project Layouts for Accuracy	24	24	24	24	24	24	24	24	24	24	24	24	\$20.00	\$20.00	24	\$20.00
TASK 4 - EVALUATION OF PROJECTS AND PHASES	24	24	24	24	24	24	24	24	24	24	24	24	\$20.00	\$20.00	24	\$20.00
4.1 Develop Evaluation Criteria	24	24	24	24	24	24	24	24	24	24	24	24	\$20.00	\$20.00	24	\$20.00
4.2 Project Development Phases for each Project Phase	24	24	24	24	24	24	24	24	24	24	24	24	\$20.00	\$20.00	24	\$20.00
4.3 Review Project Layouts for Accuracy	24	24	24	24	24	24	24	24	24	24	24	24	\$20.00	\$20.00	24	\$20.00
4.4 Review Evaluation of Projects and Phases	24	24	24	24	24	24	24	24	24	24	24	24	\$20.00	\$20.00	24	\$20.00
4.5 Report and Presentation to SYTIA Board	24	24	24	24	24	24	24	24	24	24	24	24	\$20.00	\$20.00	24	\$20.00
TASK 5 - PUBLIC OUTREACH	8	8	8	8	8	8	8	8	8	8	8	8	\$20.00	\$20.00	8	\$20.00
5.1 Community Open House	8	8	8	8	8	8	8	8	8	8	8	8	\$20.00	\$20.00	8	\$20.00
5.2 Public Meeting	8	8	8	8	8	8	8	8	8	8	8	8	\$20.00	\$20.00	8	\$20.00
5.3 Public Meeting	8	8	8	8	8	8	8	8	8	8	8	8	\$20.00	\$20.00	8	\$20.00
TASK 6 - FINANCIAL OPPORTUNITIES	8	8	8	8	8	8	8	8	8	8	8	8	\$20.00	\$20.00	8	\$20.00
6.1 Public Meeting	8	8	8	8	8	8	8	8	8	8	8	8	\$20.00	\$20.00	8	\$20.00
6.2 Public Meeting	8	8	8	8	8	8	8	8	8	8	8	8	\$20.00	\$20.00	8	\$20.00
TASK 7 - COMPREHENSIVE IMPLEMENTATION STRATEGY	48	48	48	48	48	48	48	48	48	48	48	48	\$20.00	\$20.00	48	\$20.00
7.1 Develop SYTIA Board's Vision Statement and Strategic Plan	48	48	48	48	48	48	48	48	48	48	48	48	\$20.00	\$20.00	48	\$20.00
7.2 Develop Comprehensive Implementation Strategy	48	48	48	48	48	48	48	48	48	48	48	48	\$20.00	\$20.00	48	\$20.00
7.3 Review Comprehensive Implementation Strategy	48	48	48	48	48	48	48	48	48	48	48	48	\$20.00	\$20.00	48	\$20.00
TASK 8 - OPERATIONAL TASKS	24	24	24	24	24	24	24	24	24	24	24	24	\$20.00	\$20.00	24	\$20.00
8.1 Data Collection and Analysis	24	24	24	24	24	24	24	24	24	24	24	24	\$20.00	\$20.00	24	\$20.00
8.2 Data Collection	24	24	24	24	24	24	24	24	24	24	24	24	\$20.00	\$20.00	24	\$20.00
8.3 Data Collection	24	24	24	24	24	24	24	24	24	24	24	24	\$20.00	\$20.00	24	\$20.00
TOTAL HOURS w/o OPTIONAL TASKS	256	256	256	256	256	256	256	256	256	256	256	256	\$20.00	\$20.00	256	\$20.00
TOTAL COST w/o OPTIONAL TASKS	\$17,280.00	\$17,280.00	\$17,280.00	\$17,280.00	\$17,280.00	\$17,280.00	\$17,280.00	\$17,280.00	\$17,280.00	\$17,280.00	\$17,280.00	\$17,280.00	\$20.00	\$20.00	\$17,280.00	\$20.00
TOTAL HOURS w/ OPTIONAL TASKS	256	256	256	256	256	256	256	256	256	256	256	256	\$20.00	\$20.00	256	\$20.00
TOTAL COST w/ OPTIONAL TASKS	\$17,280.00	\$17,280.00	\$17,280.00	\$17,280.00	\$17,280.00	\$17,280.00	\$17,280.00	\$17,280.00	\$17,280.00	\$17,280.00	\$17,280.00	\$17,280.00	\$20.00	\$20.00	\$17,280.00	\$20.00



SYTIA Comprehensive Implementation Strategy
ATTACHMENT B: COST PROPOSAL
Subconsultant Estimated Cost by Task and Personnel
June 19, 2020

TASK	AIM CONSULTING				FEHR AND PEERS						SUBCONSULTANT TOTALS			
	Principal / Project Manager	Principal	Project Administrator	Total Hours	Direct Costs	Total Costs	Principal Engineer	Associate Engineer	Engineer / Planner	Project	Administrative	Total Hours	Direct Costs	Total Costs
	220.00	164.32	66.88	42	\$200.00	\$372.74	110.00	220.00	240.00	180.00	120.00	350	\$200.00	\$872.74
TASK 1 - PROJECT MANAGEMENT & MEETINGS														
1.1 Review Management & Reporting	10	4	2	16	\$114.15	\$114.15						16	\$114.15	\$114.15
1.2 SYTIA Project Development Team Meetings	14		12	26	\$200.00	\$200.00						26	\$200.00	\$200.00
1.3 Individual Stakeholder Meetings	12		6	18	\$140.15	\$140.15						18	\$140.15	\$140.15
TASK 2 - INFORMATION GATHERING														
2.1 Consult and Review Existing Studies of SYTIA Area Projects	4			4	\$400.00	\$400.00						4		\$400.00
2.2 Confirm Goals for the Contract	4			4	\$1,000.00	\$1,000.00						4		\$1,000.00
TASK 3 - SMART PROJECT LAUNCH & IMPACT ASSESSMENT														
3.1 SYTIA Area Project Launch	8		8	16	\$2,000.00	\$2,000.00						16	\$2,000.00	\$2,000.00
3.2 Preliminary Environmental Review for Resources														
3.3 Develop Project Phasing Options														
3.4 Trade Benefits of Projects and Phases	8		8	16	\$2,000.00	\$2,000.00						16	\$2,000.00	\$2,000.00
3.5 Additional Projects Components to Enhance Existing Competitiveness	8		8	16	\$2,000.00	\$2,000.00						16	\$2,000.00	\$2,000.00
TASK 4 - EVALUATION OF PROJECTS AND PHASES														
4.1 Develop Evaluation Criteria	4			4	\$1,000.00	\$1,000.00						4		\$1,000.00
4.2 Project Development Process for each Project / Phase														
4.3 Estimate Projects and Phases (Env. Design, Utilities, ROW, Con. OVI)	4			4	\$1,000.00	\$1,000.00						4		\$1,000.00
4.4 Review Evaluations of Projects and Phases														
4.5 Merge and Presentation to SYTIA Board														
TASK 5 - PUBLIC OUTREACH														
5.1 Community Open House	26		26	52	\$4,000.00	\$4,000.00						52	\$4,000.00	\$4,000.00
5.2 Community Open House	16		16	32	\$1,000.00	\$1,000.00						32	\$1,000.00	\$1,000.00
TASK 6 - FUNDING OPPORTUNITIES														
6.1 Funding Strategy Overview Meeting	40		40	80	\$3,000.00	\$3,000.00						80	\$3,000.00	\$3,000.00
6.2 SYTIA Funding Strategy	20		20	40	\$2,000.00	\$2,000.00						40	\$2,000.00	\$2,000.00
6.3 SYTIA Funding Strategy	20		20	40	\$2,000.00	\$2,000.00						40	\$2,000.00	\$2,000.00
TASK 7 - COMPREHENSIVE IMPLEMENTATION STRATEGY														
7.1 Identify and SYTIA Board to discuss Evaluation and Funding	16		16	32	\$4,000.00	\$4,000.00						32	\$4,000.00	\$4,000.00
7.2 Draft Comprehensive Implementation Strategy	8		8	16	\$2,000.00	\$2,000.00						16	\$2,000.00	\$2,000.00
7.3 Final Comprehensive Implementation Strategy	4		4	8	\$1,000.00	\$1,000.00						8	\$1,000.00	\$1,000.00
TASK 8 - OPTIONAL TASKS														
8.1 SYTIA Board Approval - 100,000,000 \$ City Fee	12		12	24	\$3,000.00	\$3,000.00						24	\$3,000.00	\$3,000.00
8.2 Project Website	10		10	20	\$1,000.00	\$1,000.00						20	\$1,000.00	\$1,000.00
8.3 Virtual Open House	26		26	52	\$4,000.00	\$4,000.00						52	\$4,000.00	\$4,000.00
TOTAL HOURS w/o OPTIONAL TASKS	154	4	84	242								242		
TOTAL COST w/o OPTIONAL TASKS	\$48,000.00	\$779.20	\$6,688.00		\$55,467.20								\$55,467.20	
TOTAL HOURS w/ OPTIONAL TASKS	206	4	100	310								310		
TOTAL COST w/ OPTIONAL TASKS	\$61,500.00	\$779.20	\$8,366.40		\$70,645.60								\$70,645.60	



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

7/8/2020

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Dealey, Renton & Associates License # 0020739 P. O. Box 12675 Oakland CA 94604-2675		CONTACT NAME: Nancy Ferrick PHONE (A/C, No, Ext): 510-465-3090 E-MAIL ADDRESS: nferrick@dealeyrenton.com		
INSURED Dokken Engineering, Inc. 110 Blue Ravine Rd., Suite 200 Folsom CA 95630		INSURER(S) AFFORDING COVERAGE		NAIC #
		INSURER A : Berkley Insurance Company		32603
		INSURER B : Travelers Property Casualty Company of America		25674
		INSURER C : The Travelers Indemnity Company of Connecticut		25682
		INSURER D :		
		INSURER E :		
INSURER F :				

COVERAGES**CERTIFICATE NUMBER:** 337646567**REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
B	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y	Y	6807K900468	12/31/2019	12/31/2020	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
C	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY	Y	Y	BA4J797774	12/31/2019	12/31/2020	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$	Y	Y	CUP4J802819	12/31/2019	12/31/2020	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$
B	<input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y <input checked="" type="checkbox"/> N If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	Y	UB0N284909	12/31/2019	12/31/2020	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	Professional Liability			AEC903389201	12/31/2019	12/31/2020	\$2,000,000 per Claim \$2,000,000 Annl. Aggr

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Ref: DE Job No. 2696 / Contract No. 102-8100 / SYTIA Comprehensive Implementation Strategy. South Yuba Transportation Improvement Authority, its officers, officials, employees, and volunteers and the County of Yuba are named as Additional Insured for General and Automobile Liability as required by written contract or agreement. General Liability Insurance is Primary and Non-Contributory and a Severability of Interest clause applies per policy form. Auto Liability is Primary per policy form wording. A Waiver of Subrogation applies to General Liability, Auto Liability and Workers' Compensation. DEDUCTIBLES: Professional Liability Deductible: \$100,000 per claim. Other Liability Deductibles: \$0. Professional Liability Retroactive Date: 01/01/1986. 30 Days Notice of Cancellation.

CERTIFICATE HOLDER**CANCELLATION** 30 Days Notice of Cancellation

South Yuba Transportation Improvement Authority
915 8th Street, Suite 125
Marysville, CA 95901

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Angela Berg

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – SCHEDULED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Names of Additional Insured Person(s) or Organization(s):

Any person or organization that you agree in a written contract, on this Coverage Part, provided that such written contract was signed and executed by you before, and is in effect when the "bodily injury" or "property damage" occurs or the "personal injury" or "advertising injury" offense is committed.

Location of Covered Operations:

Any project to which an applicable written contract with the described in the Name of Additional Insured Person(s) or Organization(s) section of this Schedule applies.

(Information required to complete this Schedule, if not shown above, will be shown in the Declarations.)

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage", "personal injury" or "advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring, or "personal injury" or "advertising injury" arising out of an offense committed, after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – COMPLETED OPERATIONS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):

Any person or organization that you agree in a written contract to include as an additional insured on this Coverage Part for "bodily injury" or "property damage" included in the "products-completed operations hazard", provided that such contract was signed and executed by you before, and is in effect when, the bodily injury or property damage occurs.

Location And Description Of Completed Operations

Any project to which an applicable contract described in the Name of Additional Insured Person(s) or Organization(s) section of this Schedule applies.

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the

location designated and described in the schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".

ADDITIONAL COVERAGES BY WRITTEN CONTRACT OR AGREEMENT

This is a summary of the coverages provided under the following forms (complete forms available):

Excerpt from COMMERCIAL GENERAL LIABILITY COVERAGE (FORM #CG T1 00 02 19)

SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS

4. OTHER INSURANCE - d. PRIMARY AND NON-CONTRIBUTORY INSURANCE IF REQUIRED BY WRITTEN CONTRACT:

If you specifically agree in a written contract or agreement that the insurance afforded to an insured under this Coverage Part must apply on a primary basis, or a primary and non-contributory basis, this insurance is primary to other insurance that is available to such insured which covers such insured as a named insured, and we will not share with that other insurance, provided that:

- (1) The "bodily injury" or "property damage" for which coverage is sought occurs; and
- (2) The "personal and advertising injury" for which coverage is sought is caused by an offense that is committed;

subsequent to the signing of that contract or agreement by you.

Excerpt from XTEND ENDORSEMENT FOR ARCHITECTS, ENGINEERS AND SURVEYORS (FORM #CG D3 79 02 19)

PROVISION M. - BLANKET WAIVER OF SUBROGATION - WHEN REQUIRED BY WRITTEN CONTRACT OR AGREEMENT:

If the insured has agreed in a written contract or agreement to waive that insured's right of recovery against any person or organization, we waive our right of recovery against such person or organization, but only for payments we make because of:

- a. "Bodily injury" or "property damage" that occurs; or
- b. "Personal and advertising injury" caused by an offense that is committed;

subsequent to the signing of that contract or agreement.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

AUTO COVERAGE PLUS ENDORSEMENT

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

GENERAL DESCRIPTION OF COVERAGE – This endorsement broadens coverage. However, coverage for any injury, damage or medical expenses described in any of the provisions of this endorsement may be excluded or limited by another endorsement to the Coverage Part, and these coverage broadening provisions do not apply to the extent that coverage is excluded or limited by such an endorsement. The following listing is a general coverage description only. Limitations and exclusions may apply to these coverages. Read all the provisions of this endorsement and the rest of your policy carefully to determine rights, duties, and what is and is not covered.

- | | |
|---|---|
| <ul style="list-style-type: none"> A. BLANKET ADDITIONAL INSURED B. EMPLOYEE HIRED AUTO C. EMPLOYEES AS INSURED D. SUPPLEMENTARY PAYMENTS – INCREASED LIMITS E. TRAILERS – INCREASED LOAD CAPACITY F. HIRED AUTO PHYSICAL DAMAGE G. PHYSICAL DAMAGE – TRANSPORTATION EXPENSES – INCREASED LIMIT | <ul style="list-style-type: none"> H. AUDIO, VISUAL AND DATA ELECTRONIC EQUIPMENT – INCREASED LIMIT I. WAIVER OF DEDUCTIBLE – GLASS J. PERSONAL PROPERTY K. AIRBAGS L. AUTO LOAN LEASE GAP M. BLANKET WAIVER OF SUBROGATION |
|---|---|

A. BLANKET ADDITIONAL INSURED

The following is added to Paragraph **A.1., Who Is An Insured**, of **SECTION II – COVERED AUTOS LIABILITY COVERAGE**:

Any person or organization who is required under a written contract or agreement between you and that person or organization, that is signed and executed by you before the "bodily injury" or "property damage" occurs and that is in effect during the policy period, to be named as an additional insured is an "insured" for Covered Autos Liability Coverage, but only for damages to which this insurance applies and only to the extent that person or organization qualifies as an "insured" under the Who Is An Insured provision contained in Section II.

B. EMPLOYEE HIRED AUTO

1. The following is added to Paragraph **A.1., Who Is An Insured**, of **SECTION II – COVERED AUTOS LIABILITY COVERAGE**:

An "employee" of yours is an "insured" while operating a covered "auto" hired or rented under a contract or agreement in an "employee's" name, with your permission, while

performing duties related to the conduct of your business.

2. The following replaces Paragraph **b.** in **B.5., Other Insurance**, of **SECTION IV – BUSINESS AUTO CONDITIONS**:

- b.** For Hired Auto Physical Damage Coverage, the following are deemed to be covered "autos" you own:

- (1) Any covered "auto" you lease, hire, rent or borrow; and
- (2) Any covered "auto" hired or rented by your "employee" under a contract in an "employee's" name, with your permission, while performing duties related to the conduct of your business.

However, any "auto" that is leased, hired, rented or borrowed with a driver is not a covered "auto".

C. EMPLOYEES AS INSURED

The following is added to Paragraph **A.1., Who Is An Insured**, of **SECTION II – COVERED AUTOS LIABILITY COVERAGE**:

COMMERCIAL AUTO

Any "employee" of yours is an "insured" while using a covered "auto" you don't own, hire or borrow in your business or your personal affairs.

D. SUPPLEMENTARY PAYMENTS – INCREASED LIMITS

1. The following replaces Paragraph A.2.a.(2) of **SECTION II – COVERED AUTOS LIABILITY COVERAGE**:
 - (2) Up to \$3,000 for cost of bail bonds (including bonds for related traffic law violations) required because of an "accident" we cover. We do not have to furnish these bonds.
2. The following replaces Paragraph A.2.a.(4) of **SECTION II – COVERED AUTOS LIABILITY COVERAGE**:
 - (4) All reasonable expenses incurred by the "insured" at our request, including actual loss of earnings up to \$500 a day because of time off from work.

E. TRAILERS – INCREASED LOAD CAPACITY

The following replaces Paragraph C.1. of **SECTION I – COVERED AUTOS**:

1. "Trailers" with a load capacity of 3,000 pounds or less designed primarily for travel on public roads.

F. HIRED AUTO PHYSICAL DAMAGE

The following is added to Paragraph A.4., **Coverage Extensions**, of **SECTION III – PHYSICAL DAMAGE COVERAGE**:

Hired Auto Physical Damage Coverage

If hired "autos" are covered "autos" for Covered Autos Liability Coverage but not covered "autos" for Physical Damage Coverage, and this policy also provides Physical Damage Coverage for an owned "auto", then the Physical Damage Coverage is extended to "autos" that you hire, rent or borrow subject to the following:

- (1) The most we will pay for "loss" to any one "auto" that you hire, rent or borrow is the lesser of:
 - (a) \$50,000;
 - (b) The actual cash value of the damaged or stolen property as of the time of the "loss"; or
 - (c) The cost of repairing or replacing the damaged or stolen property with other property of like kind and quality.

- (2) An adjustment for depreciation and physical condition will be made in determining actual cash value in the event of a total "loss".

- (3) If a repair or replacement results in better than like kind or quality, we will not pay for the amount of betterment.

- (4) A deductible equal to the highest Physical Damage deductible applicable to any owned covered "auto".

- (5) This Coverage Extension does not apply to:

- (a) Any "auto" that is hired, rented or borrowed with a driver; or
- (b) Any "auto" that is hired, rented or borrowed from your "employee".

G. PHYSICAL DAMAGE – TRANSPORTATION EXPENSES – INCREASED LIMIT

The following replaces the first sentence in Paragraph A.4.a., **Transportation Expenses**, of **SECTION III – PHYSICAL DAMAGE COVERAGE**:

We will pay up to \$50 per day to a maximum of \$1,500 for temporary transportation expense incurred by you because of the total theft of a covered "auto" of the private passenger type.

H. AUDIO, VISUAL AND DATA ELECTRONIC EQUIPMENT – INCREASED LIMIT

Paragraph C.1.b. of **SECTION III – PHYSICAL DAMAGE COVERAGE** is deleted.

I. WAIVER OF DEDUCTIBLE – GLASS

The following is added to Paragraph D., **Deductible**, of **SECTION III – PHYSICAL DAMAGE COVERAGE**:

No deductible for a covered "auto" will apply to glass damage if the glass is repaired rather than replaced.

J. PERSONAL PROPERTY

The following is added to Paragraph A.4., **Coverage Extensions**, of **SECTION III – PHYSICAL DAMAGE COVERAGE**:

Personal Property Coverage

We will pay up to \$400 for "loss" to wearing apparel and other personal property which is:

- (1) Owned by an "insured"; and
- (2) In or on your covered "auto".

This coverage only applies in the event of a total theft of your covered "auto".

No deductibles apply to Personal Property coverage.

K. AIRBAGS

The following is added to Paragraph **B.3., Exclusions**, of **SECTION III – PHYSICAL DAMAGE COVERAGE**:

Exclusion **3.a.** does not apply to "loss" to one or more airbags in a covered "auto" you own that inflate due to a cause other than a cause of "loss" set forth in Paragraphs **A.1.b.** and **A.1.c.**, but only:

- a. If that "auto" is a covered "auto" for Comprehensive Coverage under this policy;
- b. The airbags are not covered under any warranty; and
- c. The airbags were not intentionally inflated.

We will pay up to a maximum of \$1,000 for any one "loss".

L. AUTO LOAN LEASE GAP

The following is added to Paragraph **A.4., Coverage Extensions**, of **SECTION III – PHYSICAL DAMAGE COVERAGE**:

Auto Loan Lease Gap Coverage for Private Passenger Type Vehicles

In the event of a total "loss" to a covered "auto" of the private passenger type shown in the Schedule or Declarations for which Physical Damage Coverage is provided, we will pay any unpaid amount due on the lease or loan for such covered "auto" less the following:

- (1) The amount paid under the Physical Damage Coverage Section of the policy for that "auto"; and

(2) Any:

- (a) Overdue lease or loan payments at the time of the "loss";
- (b) Financial penalties imposed under a lease for excessive use, abnormal wear and tear or high mileage;
- (c) Security deposits not returned by the lessor;
- (d) Costs for extended warranties, Credit Life Insurance, Health, Accident or Disability Insurance purchased with the loan or lease; and
- (e) Carry-over balances from previous loans or leases.

M. BLANKET WAIVER OF SUBROGATION

The following replaces Paragraph **A.5., Transfer Of Rights Of Recovery Against Others To Us**, of **SECTION IV – BUSINESS AUTO CONDITIONS**:

5. Transfer Of Rights Of Recovery Against Others To Us

We waive any right of recovery we may have against any person or organization to the extent required of you by a written contract executed prior to any "accident" or "loss", provided that the "accident" or "loss" arises out of the operations contemplated by such contract. The waiver applies only to the person or organization designated in such contract.



**WORKERS COMPENSATION
AND
EMPLOYERS LIABILITY POLICY**

ENDORSEMENT WC 99 03 76 (A) –

POLICY NUMBER: UB0N284909

**WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS
ENDORSEMENT – CALIFORNIA
(BLANKET WAIVER)**

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule.

The additional premium for this endorsement shall be _____ % of the California workers' compensation premium.

Schedule

Person or Organization

Job Description

Any Person or organization for which the insured has agreed by written contract executed prior to loss to furnish this waiver.

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Insurance Company
Travelers Property Casualty Company of America

Countersigned by _____

DATE OF ISSUE: 12/31/2019

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