

Conсор North America, Inc.

**Environmental, Traffic, and Transportation Design Services for the United States
Highway 50 / Latrobe Road / El Dorado Hills Boulevard
Interchange Improvements Phase 2B Project**

AGREEMENT FOR SERVICES #7623

THIS AGREEMENT, made and entered into by and between the County of El Dorado, a political subdivision of the State of California (hereinafter referred to as "COUNTY"), and Conсор North America, Inc., a corporation duly qualified to conduct business in the State of California, whose principal place of business is 155 North Wacker Drive, Suite 4150 Chicago, Illinois 60606, and whose local address is 11017 Cobblersrock Drive, Suite 100, Rancho Cordova, California 95670 (hereinafter referred to as "CONSULTANT");

R E C I T A L S

WHEREAS, COUNTY has determined that it is necessary to obtain a consultant to provide environmental, traffic, and transportation design services for the United States Highway 50 (US 50) / Latrobe Road / El Dorado Hills Boulevard Interchange Improvements Phase 2B Project, for its Department of Transportation;

WHEREAS, CONSULTANT has represented to COUNTY that it is specially trained, experienced, is an expert, and competent to perform the special services described in ARTICLE I Scope of Work; that it is an independent and bona fide business operation, advertises and holds itself as such, is in possession of a valid business license, and is customarily engaged in an independently established business that provides similar services to others; and COUNTY relies upon those representations;

WHEREAS, it is the intent of the parties hereto that such services conform with all applicable federal, state, and local laws and ordinances applicable to the work, including compliance with prevailing wage rates and their payment in accordance with California Labor Code Section 1775;

WHEREAS, COUNTY has determined that the provision of such services provided by CONSULTANT are in the public's best interest and that there are specialty skills, qualifications, and equipment not expressly identified in COUNTY classifications involved in the performance of the work in accordance with El Dorado County Ordinance Code, Chapter 3.13.030(b), El Dorado County Charter, Section 210(b)(6), and/or Government Code Section 31000;

WHEREAS, on January 30, 2023, CONSULTANT was formally awarded Request for Proposals (RFP) #23-925-028 for environmental update, traffic, and transportation design services;

NOW, THEREFORE, COUNTY and CONSULTANT mutually agree as follows:

ARTICLE I

Scope of Work: CONSULTANT is engaged in the business of doing the services and tasks required under this Agreement, including those services and tasks that are identified in Exhibit A, marked "Scope of Work," incorporated herein and made by reference a part hereof, and those services and tasks that reasonably necessary for the completion of the work identified in the Scope of Work.

CONSULTANT shall furnish, at CONSULTANT's own cost and expense, all personnel, subconsultants, equipment, tools, materials, and services necessary to perform the services and tasks required under this Agreement, including those services and tasks that are identified in Exhibit A, and those services and tasks that are reasonably necessary for the completion of the work identified in the Scope of Work. CONSULTANT shall complete those services and tasks in accordance with Exhibit C, marked "Cost Proposal," incorporated herein and made by reference a part hereof.

This scope of work will be implemented in two phases for which the COUNTY will issue separate notices to proceed. The first phase (Tasks 1-5) will be preliminary engineering, technical reports, environmental revalidation tasks leading to an approved environmental action for the project. The second phase (Tasks 6-8) will be completion of contract documents to be advertised for construction. This scope does not provide any support services during construction. COUNTY's Contract Administrator (CA) will issue an initial Notice to Proceed for Tasks 1 through 5. Tasks 6 through 8 shall not commence until COUNTY's CA issues a second, separate Notice to Proceed for Tasks 6 through 8. No payment will be made for any work performed prior to the effective date of the Notices to Proceed.

If a submittal deliverable is required to be an electronic file, CONSULTANT shall produce the file using Microsoft (MS) Office 365 applications (specifically, MS Word, MS Project, and MS Excel). Signed reports shall be submitted in Adobe portable document format (.PDF). Electronic Auto computer-aided design (CAD) 2010 or AutoCAD Civil 3D 2010 format shall be used for submittal of plans or other similar documents as specified by COUNTY's Contract Administrator. All deliverables shall be submitted in language, format, and design that are compatible with and completely transferable to COUNTY's computer and that are acceptable to COUNTY's Contract Administrator. Newer versions of software may be used and other types of software used for analytical purposes may be authorized if approved in advance of the submittal by COUNTY's Contract Administrator. CONSULTANT shall submit all deliverables to COUNTY's Contract Administrator in accordance with completion time schedules pursuant to this Agreement. Failure to submit the required deliverables in the format required may be grounds for termination of the Agreement, as provided in ARTICLE VI, Termination, herein.

CONSULTANT shall perform the services and tasks required under this Agreement in a safe, professional, skillful, and workmanlike manner. CONSULTANT is responsible for ensuring that its employees perform the services and tasks required under this Agreement accordingly.

All of the services included in this Article and Exhibit A are the responsibility of CONSULTANT, unless specifically described as a task or item of work to be provided by COUNTY.

ARTICLE II

Compensation for Services: For services provided herein; and including the progress reports required by ARTICLE III, Progress Reports, below, COUNTY agrees to pay CONSULTANT in arrears. Payment shall be made within forty-five (45) days following COUNTY's receipt and approval of itemized invoices detailing services rendered.

For the purposes hereof, the billing rates shall be in accordance with Exhibit B, marked "Rate Schedule," incorporated herein and made by reference a part hereof.

Subconsultants' services, outside services, and other direct costs including special reproductions, delivery charges, filing fees, permit fees, and other outside services authorized herein, shall be invoiced at CONSULTANT's cost, without markup, for the services rendered. Any invoices that include other direct costs shall be accompanied by backup documentation to substantiate CONSULTANT's costs for the services being billed on those invoices.

Reimbursement for mileage expenses for CONSULTANT and subconsultants, if applicable, shall not exceed the lesser of (1) the rates to be paid to COUNTY employees under the current Board of Supervisors Travel Policy at the time the mileage expenses are incurred; or (2) the rates authorized to be paid to rank-and-file state employees under the then current State of California Department of Personnel Administration (DPA) rules. References to the DPA rates and CONSULTANT's responsibilities for cost differences and any overpayments are more fully described in ARTICLE VII, Cost Principles and Administrative Requirements, herein. Mileage reimbursement rates apply to CONSULTANT and to any subconsultants authorized under this Agreement. There shall be no markups allowed on mileage rates for CONSULTANT or for any subconsultant. Any reimbursements for mileage expenses will only be made if such expenses are included in Exhibit C. Travel costs (i.e., overnight lodging, meals, parking, airfare, bridge tolls, and other per diem expenses) will not be reimbursed as a direct cost for any services performed under this Agreement by CONSULTANT or by any authorized subconsultants. The total amount payable by COUNTY shall not exceed the amount agreed to in this Agreement, unless COUNTY's Contract Administrator and CONSULTANT amend this Agreement in writing and prior to the performance of the work.

In accordance with ARTICLE XII, State Prevailing Wage Rates, CONSULTANT shall provide COUNTY's Contract Administrator with certified payroll for applicable personnel for the period for which payment is requested and such certified payroll shall accompany each invoice submitted. The certified payroll shall contain information related only to the applicable project. No invoice shall be paid until the certified payroll is submitted. CONSULTANT shall keep payroll records in accordance with California Labor Code Section 1776.

ARTICLE III

Progress Reports: CONSULTANT shall submit written progress reports to COUNTY's Contract Administrator at intervals that are commensurate with the requirements of the items of work and tasks being performed and based upon a mutually agreeable schedule. At a minimum, CONSULTANT shall submit progress reports once per month. CONSULTANT shall prepare the reports in a sufficiently detailed manner for COUNTY's Contract Administrator to determine if CONSULTANT is performing to expectations and is on schedule to provide the services and deliverables described in the Scope of Work, to provide communication of interim findings, and to afford occasions for airing difficulties or special circumstances encountered so that remedies can be developed. COUNTY shall review the report to ensure that CONSULTANT's services and deliverables adhere to current COUNTY requirements applicable to the project as determined by COUNTY's Contract Administrator, and CONSULTANT shall modify its work if the COUNTY's Contract Administrator determined it is necessary to meet current COUNTY requirements applicable to the project. CONSULTANT shall include in a progress report the total number of hours worked by CONSULTANT; a description of the tasks and work performed, including a description of any deliverables submitted during the reporting period; and the anticipated tasks, work, and deliverables proposed for the subsequent reporting period. Any invoices submitted by CONSULTANT for payment under the terms of this Agreement shall include copies of the progress reports that relate to the services being billed on those invoices.

ARTICLE IV

Performance Period:

- A. This Agreement shall become effective from the date specified in the official Notice to Proceed with the Work, which shall be attached to this Agreement as an addendum and shall become part of this Agreement and shall expire three (3) years thereafter.
- B. CONSULTANT is advised that any recommendation for contract award is not binding on COUNTY until the Agreement is fully executed and approved by COUNTY.

ARTICLE V

Allowable Costs and Payments:

- A. The method of payment for this Agreement will be based on actual cost plus a fixed fee. COUNTY will reimburse CONSULTANT for actual costs (including labor costs, employee benefits, travel, equipment rental costs, overhead and other direct costs) incurred by CONSULTANT in performance of the work. CONSULTANT will not be reimbursed for actual costs that exceed the estimated wage rates, employee benefits, travel, equipment rental, overhead, and other estimated costs set forth in the approved CONSULTANT's Cost Proposal, unless additional reimbursement is provided for by Agreement amendment. In no event, will CONSULTANT be reimbursed for overhead costs at a rate that exceeds COUNTY's approved overhead rate set forth in the Exhibit B. In the event, that COUNTY determines that a change to the work from that specified in the Cost Proposal and Agreement is required, the Agreement time or actual costs

reimbursable by COUNTY shall be adjusted by Agreement amendment to accommodate the changed work. The maximum total cost as specified in Paragraph "I" of this Article shall not be exceeded, unless authorized by Agreement amendment.

- B. The indirect cost rate established for this Agreement is extended through the duration of this specific Agreement. CONSULTANT's agreement to the extension of the 1-year applicable period shall not be a condition or qualification to be considered for the work or Agreement award.
- C. Reimbursement for transportation and subsistence costs shall not exceed the rates specified in the approved Exhibit B.
- D. When milestone cost estimates are included in the approved Exhibit B, CONSULTANT shall obtain prior written approval for a revised milestone cost estimate from COUNTY's Contract Administrator before exceeding such cost estimate.
- E. Progress payments will be made monthly in arrears based on services provided and allowable incurred costs. A pro rata portion of CONSULTANT's fixed fee will be included in the monthly progress payments. If CONSULTANT fails to submit the required deliverable items according to the schedule set forth in ARTICLE I, Scope of Work, COUNTY shall have the right to delay payment or terminate this Agreement.
- F. No payment will be made prior to approval of any work, nor for any work performed prior to approval of this Agreement.
- G. CONSULTANT will be reimbursed promptly according to California Regulations upon receipt by COUNTY's Contract Administrator of itemized invoices in duplicate. Invoices shall be submitted no later than thirty (30) calendar days after the performance of work for which CONSULTANT is billing. Invoices shall detail the work performed on each milestone and each project as applicable. Invoices shall follow the format stipulated for the approved Cost Proposal and shall reference this Agreement number and project title. Final invoice must contain the final cost and all credits due COUNTY including any equipment purchased under the provisions of ARTICLE XI, Equipment Purchase and Other Capital Expenditures. The final invoice should be submitted within sixty (60) calendar days after completion of CONSULTANT's work.

Invoices shall be mailed or emailed to COUNTY at the following address:

County of El Dorado
Department of Transportation
2850 Fairlane Court
Placerville, California 95667

Attn.: Shanann Findley, Senior Administrative Analyst
dotengineering@edcgov.us

or to such other location as COUNTY directs.

- H. The total amount payable by COUNTY shall not exceed \$1,854,097.
- I. For personnel subject to prevailing wage rates as described in the California Labor Code, all salary increases, which are the direct result of changes in the prevailing wage rates are reimbursable.

ARTICLE VI
Termination:

- A. Termination by Default: If either party becomes aware of an event of default, that party shall give written notice of said default to the party in default that shall state the following:
 - 1. The alleged default and the applicable Agreement provision.
 - 2. That the party in default has ten (10) days upon receiving the notice to cure the default (Time to Cure).

If the party in default does not cure the default within ten (10) days of the Time to Cure, then such party shall be in default and the party giving notice may terminate the Agreement, by issuing a Notice of Termination. The party giving notice may extend the Time to Cure at their discretion. Any extension of Time to Cure must be in writing, prepared by the party in default for signature by the party giving notice, and must specify the reason(s) for the extension and the date in which the extension of Time to Cure expires.

If COUNTY terminates this Agreement, in whole or in part, for default:

- 1. COUNTY reserves the right to procure the goods or services, or both, similar to those terminated, from other sources and CONSULTANT shall be liable to COUNTY for any excess costs for those goods or services. COUNTY may deduct from any payment due, or that may thereafter become due to CONSULTANT, the excess costs to procure from an alternate source.
- 2. COUNTY shall pay CONSULTANT the sum due to CONSULTANT under this Agreement prior to termination, unless the cost of completion to COUNTY exceeds the funds remaining in the Agreement. In which case the overage shall be deducted from any sum due CONSULTANT under this Agreement and the balance, if any, shall be paid to CONSULTANT upon demand.
- 3. COUNTY may require CONSULTANT to transfer title and deliver to COUNTY any completed work under the Agreement.

The following shall be events of default under this Agreement:

- 1. Failure by either party to perform in a timely and satisfactory manner any or all of its obligations under this Agreement.

2. A representation or warranty made by CONSULTANT in this Agreement proves to have been false or misleading in any respect;
 3. CONSULTANT fails to observe and perform any covenant, condition or agreement on its part to be observed or performed under this Agreement, unless COUNTY agrees, in writing, to an extension of the time to perform before that time period expires.
 4. A violation of ARTICLE XIII, Conflict of Interest.
- B. The maximum amount for which COUNTY shall be liable if this Agreement is terminated is the total amount of this Agreement.
 - C. Bankruptcy: COUNTY may terminate this Agreement immediately in the case of bankruptcy, voluntary or involuntary, or insolvency of CONSULTANT.
 - D. Ceasing Performance: COUNTY may terminate this Agreement immediately in the event CONSULTANT ceases to operate as a business or otherwise becomes unable to substantially perform any term or condition of this Agreement.
 - E. Termination or Cancellation without Cause: COUNTY may terminate this Agreement in whole or in part, for convenience upon thirty (30) calendar days' written Notice of Termination. If such termination is effected, COUNTY will pay for satisfactory services rendered before the effective date of termination, as set forth in the Notice of Termination provided to CONSULTANT, and for any other services that COUNTY agrees, in writing, to be necessary for contract resolution. In no event, however, shall COUNTY be obligated to pay more than the total amount of the Agreement. Upon receipt of a Notice of Termination, CONSULTANT shall promptly discontinue all services affected, as of the effective date of termination set forth in such Notice of Termination, unless the Notice directs otherwise. In the event of termination, COUNTY reserves the right to take over and complete the work by Agreement or by any other means.
 - F. Completion of Work: In the event of termination of the Agreement, for default or without cause, COUNTY reserves the right to take over and complete any work, service, or task by Agreement or by other means.

ARTICLE VII

Cost Principles and Administrative Requirements:

- A. CONSULTANT agrees that 48 CFR Part 31, Contract Cost Principles and Procedures, shall be used to determine the cost allowability of individual terms of cost.
- B. 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 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 CONSULTANT to COUNTY.
- D. Notwithstanding any other provision of this Agreement to the contrary, payments to CONSULTANT for travel and subsistence (per diem) and mileage expenses, if applicable, for CONSULTANT's staff or for subconsultant's claims for reimbursement shall not exceed the lesser of (1) the rates to be paid to COUNTY employees under the current Board of Supervisors Travel Policy in effect at the time the expenses are incurred; or (2) the rates authorized to be paid to rank and file state employees under the then current State of California Department of Human Resources rates. These rates may be found at <http://www.calhr.ca.gov/employees/Pages/travel-reimbursements.aspx>. If the rates invoiced are in excess of these authorized rates, then CONSULTANT is responsible for the cost difference and any overpayments shall be reimbursed to COUNTY upon demand. For the purposes of this Agreement, only mileage expenses for CONSULTANT and for subconsultants, if applicable, shall be eligible for reimbursement in accordance with ARTICLE II, Compensation for Services, above. No reimbursements for travel and subsistence (per diem) expenses for CONSULTANT or subconsultants shall be allowed.
- E. CONSULTANT and its subconsultants, if applicable shall establish and maintain accounting systems and records that properly accumulate and segregate funds received under this Agreement by line item. The accounting systems of CONSULTANT and all subconsultants shall conform to Generally Accepted Accounting Principles (GAAP), shall enable the determination of incurred costs at interim points of completion, and shall provide support for reimbursement of payment vouchers or invoices.
- F. When a CONSULTANT or Subconsultant is a Non-Profit Organization or an Institution of Higher Education, the Cost Principles for Title 2 CFR 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards shall apply.

ARTICLE VIII

Retention of Records/Audit: For the purpose of determining compliance with Gov. Code § 8546.7, the CONSULTANT, Subconsultants, and COUNTY 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 and records for real property and equipment acquired with federal funds must be retained for three (3) years after final disposition. COUNTY, California Department of Transportation (Caltrans) Auditor, Federal Highway Administration (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.

ARTICLE IX

Audit Review Procedures:

- A. Any dispute concerning a question of fact arising under an interim or post audit of this Agreement that is not disposed of by Agreement, shall be reviewed by COUNTY's Agency Chief Fiscal Officer.
- B. Not later than thirty (30) days after issuance of the final audit report, CONSULTANT may request a review by COUNTY's Agency Chief Fiscal Officer of unresolved audit issues. The request for review shall be submitted in writing.
- C. Neither the pendency of a dispute nor its consideration by COUNTY shall excuse CONSULTANT from full and timely performance in accordance with the terms of this Agreement.
- D. CONSULTANT and subconsultant Agreements, including cost proposals and Indirect Cost Rates (ICR), may be subject to audits or reviews such as, but not limited to, an Agreement audit, an incurred cost audit, an ICR Audit, or a CPA ICR audit work paper review. If selected for audit or review, the Agreement, cost proposal and ICR and related work papers, if applicable, will be reviewed to verify compliance with 48 CFR 31 and other related laws and regulations. In the instances of a CPA ICR audit work paper review it is CONSULTANT's responsibility to ensure federal, COUNTY, or local government officials are allowed full access to the CPA's work papers including making copies as necessary. The Agreement, cost proposal, and ICR shall be adjusted by CONSULTANT and approved by COUNTY Contract Administrator to conform to the audit or review recommendations. CONSULTANT agrees that individual terms of costs identified in the audit report shall be incorporated into the Agreement by this reference if directed by COUNTY at its sole discretion. Refusal by CONSULTANT to incorporate audit or review recommendations, or to ensure that the federal, COUNTY or local governments have access to CPA work papers, will be considered a breach of Agreement terms and cause for termination of the Agreement and disallowance of prior reimbursed costs.
- E. CONSULTANT's Cost Proposal may be subject to a CPA ICR Audit Work Paper Review and/or audit by the Independent Office of Audits and Investigations (IOAI). IOAI, at its sole discretion, may review and/or audit and approve the CPA ICR documentation. The Cost Proposal shall be adjusted by the CONSULTANT and approved by the COUNTY Contract Administrator to conform to the Work Paper Review recommendations included in the management letter or audit recommendations included in the audit report. Refusal by the CONSULTANT to incorporate the Work Paper Review recommendations included in the management

letter or audit recommendations included in the audit report will be considered a breach of the Agreement terms and cause for termination of the Agreement and disallowance of prior reimbursed costs.

1. During IOAI's review of the ICR audit work papers created by the CONSULTANT's independent CPA, IOAI will work with the CPA and/or CONSULTANT toward a resolution of issues that arise during the review. Each party agrees to use its best efforts to resolve any audit disputes in a timely manner. If IOAI identifies significant issues during the review and is unable to issue a cognizant approval letter, COUNTY will reimburse the CONSULTANT at an accepted ICR until a FAR (Federal Acquisition Regulation) compliant ICR {e.g. 48 CFR Part 31; GAAS (Generally Accepted Auditing Standards); CAS (Cost Accounting Standards), if applicable; in accordance with procedures and guidelines of the American Association of State Highways and Transportation Officials (AASHTO) Audit Guide; and other applicable procedures and guidelines} is received and approved by IOAI.

Accepted rates will be as follows:

- a. If the proposed rate is less than one hundred fifty percent (150%) - the accepted rate reimbursed will be ninety percent (90%) of the proposed rate.
 - b. If the proposed rate is between one hundred fifty percent (150%) and two hundred percent (200%) - the accepted rate will be eighty-five percent (85%) of the proposed rate.
 - c. If the proposed rate is greater than two hundred percent (200%) - the accepted rate will be seventy-five percent (75%) of the proposed rate.
2. If IOAI is unable to issue a cognizant letter per paragraph E.1. above, IOAI may require CONSULTANT to submit a revised independent CPA-audited ICR and audit report within three (3) months of the effective date of the management letter. IOAI will then have up to six (6) months to review the CONSULTANT's and/or the independent CPA's revisions.
 3. If the CONSULTANT fails to comply with the provisions of this paragraph E, or if IOAI is still unable to issue a cognizant approval letter after the revised independent CPA audited ICR is submitted, overhead cost reimbursement will be limited to the accepted ICR that was established upon initial rejection of the ICR and set forth in paragraph E.1. above for all rendered services. In this event, this accepted ICR will become the actual and final ICR for reimbursement purposes under this Agreement.
 4. CONSULTANT may submit to COUNTY final invoice only when all of the following items have occurred: (1) IOAI accepts or adjusts the original or revised independent CPA audited ICR; (2) all work under this Agreement has been completed to the satisfaction of COUNTY; and, (3) IOAI has issued its final ICR review letter. The CONSULTANT MUST SUBMIT ITS FINAL INVOICE TO

COUNTY no later than sixty (60) calendar days after occurrence of the last of these items. The accepted ICR will apply to this Agreement and all other agreements executed between COUNTY and the CONSULTANT, either as a prime or subconsultant, with the same fiscal period ICR.

ARTICLE X

Subcontracting:

- A. Nothing contained in this Agreement or otherwise, shall create any contractual relation between COUNTY and any subconsultant(s), and no subcontract shall relieve CONSULTANT of its responsibilities and obligations hereunder. CONSULTANT agrees to be as fully responsible to COUNTY for the acts and omissions of its subconsultant(s) and of persons either directly or indirectly employed by any of them as it is for the acts and omissions of persons directly employed by CONSULTANT. CONSULTANT's obligation to pay its subconsultant(s) is an independent obligation from COUNTY's obligation to make payments to CONSULTANT.
- B. CONSULTANT shall perform the work contemplated with resources available within its own organization and no portion of the work pertinent to this Agreement shall be subcontracted without prior written authorization by COUNTY's Contract Administrator, except that which is expressly identified in the approved Cost Proposal.
- C. All subcontracts entered into as a result of this Agreement shall contain all the provisions stipulated in this Agreement to be applicable to subconsultants unless otherwise noted.
- D. CONSULTANT shall pay its subconsultants within fifteen (15) calendar days from receipt of each payment made to CONSULTANT by COUNTY.
- E. Any substitution of subconsultant(s) must be approved in writing by COUNTY's Contract Administrator in advance of assigning work to a substitute subconsultant.
- F. Prompt Progress Payment

CONSULTANT or subconsultant shall pay to any subconsultant, not later than fifteen (15) days after receipt of each progress payment, unless otherwise agreed to in writing, the respective amounts allowed CONSULTANT on account of the work performed by the subconsultants, to the extent of each subconsultant's interest therein. In the event that there is a good faith dispute over all or any portion of the amount due on a progress payment from CONSULTANT or subconsultant to a subconsultant, CONSULTANT or subconsultant may withhold no more than one hundred and fifty (150) percent of the disputed amount. Any violation of this requirement shall constitute a cause for disciplinary action and shall subject the licensee to a penalty, payable to the subconsultant, of two (2) percent of the amount due per month for every month that payment is not made. In any action for the

collection of funds wrongfully withheld, the prevailing party shall be entitled to his or her attorney's fees and costs. The sanctions authorized under this requirement shall be separate from, and in addition to, all other remedies, either civil, administrative, or criminal.

G. Prompt Payment of Withheld Funds to Subconsultants.

The COUNTY may hold retainage from CONSULTANT and shall make prompt and regular incremental acceptances of portions, as determined by the COUNTY, of the contract work, and pay retainage to CONSULTANT based on these acceptances. The COUNTY shall designate one of the methods below in the contract to ensure prompt and full payment of any retainage kept by CONSULTANT or subconsultant to a subconsultant.

The COUNTY shall hold retainage from CONSULTANT and shall make prompt and regular incremental acceptances of portions, as determined by the COUNTY of the contract work and pay retainage to CONSULTANT based on these acceptances. CONSULTANT or subconsultant shall return all monies withheld in retention from all subconsultants within fifteen (15) days after receiving payment for work satisfactorily completed and accepted including incremental acceptances of portions of the contract work by the COUNTY. Any delay or postponement of payment may take place only for good cause and with the COUNTY's prior written approval. Any violation of these provisions shall subject the violating CONSULTANT or subconsultant to the penalties, sanctions, and other remedies specified in Section 3321 of the California Civil Code. This requirement shall not be construed to limit or impair any contractual, administrative or judicial remedies otherwise available to CONSULTANT or subconsultant in the event of a dispute involving late payment or nonpayment by CONSULTANT; deficient subconsultant performance and/or noncompliance by a subconsultant.

H. CONSULTANT is engaged by COUNTY for its unique qualifications and skills as well as those of its personnel. CONSULTANT shall not subcontract, delegate, or assign services to be provided, in whole or in part, to any other person or entity without prior written consent of COUNTY. COUNTY may, at its sole discretion, through its Contract Administrator, authorize CONSULTANT to utilize subconsultants for services performed in Exhibit A, for the particular tasks, work, and deliverables identified pursuant to this Agreement. Said written authorization and approval shall be sought and obtained by CONSULTANT prior to subconsultants' commencement of any work under this Agreement. CONSULTANT shall require each subconsultant, to the extent of the work to be performed by the subconsultant, to be bound to CONSULTANT by the terms of this Agreement and to assume toward CONSULTANT all of the obligations and responsibilities that CONSULTANT, by this Agreement, assumes toward COUNTY.

Any violation of these provisions shall subject the violating CONSULTANT or subconsultant to the penalties, sanctions and other remedies specified therein. These requirements shall not be construed to limit or impair any contractual, administrative,

or judicial remedies otherwise available to CONSULTANT or subconsultant in the event of a dispute involving late payment or nonpayment by CONSULTANT, deficient subcontract performance, or noncompliance by a subconsultant.

ARTICLE XI

Equipment Purchase and Other Capital Expenditures:

- A. Prior authorization in writing by COUNTY's Contract Administrator shall be required before CONSULTANT enters into any unbudgeted purchase order or subcontract exceeding \$5,000 for supplies, equipment, or CONSULTANT services. CONSULTANT shall provide an evaluation of the necessity or desirability of incurring such costs.
- B. For purchase of any item, service, or consulting work not covered in CONSULTANT's Cost Proposal and exceeding \$5,000, prior written authorization by COUNTY's Contract Administrator is required; three (3) competitive quotations must be submitted with the request, or the absence of bidding must be adequately justified.
- C. Any equipment purchased as a result of this Agreement is subject to the following:
 - 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, COUNTY 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 COUNTY in an amount equal to its fair market value, or sell such equipment at the best price obtainable at a public or private sale, in accordance with established COUNTY procedures; and credit COUNTY in an amount equal to the sales price. If CONSULTANT elects to keep the equipment, fair market value shall be determined at CONSULTANT's expense, on the basis of a competent independent appraisal of such equipment. Appraisals shall be obtained from an appraiser mutually agreeable to by COUNTY and CONSULTANT, if it is determined to sell the equipment, the terms and conditions of such sale must be approved in advance by COUNTY.
 - 2. Regulation 2 CFR 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.

ARTICLE XII

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 COUNTY construction sites, at COUNTY facilities and at off-site locations that are set up by the construction contractor or one of its subcontractors solely and specifically to serve COUNTY 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 website 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

COUNTY representatives 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 COUNTY, the Division of Labor Standards Enforcement and the Division of Apprenticeship Standards of the Department of Industrial Relations. Certified payrolls submitted to COUNTY, 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 COUNTY 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 COUNTY 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 COUNTY 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 COUNTY, 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 COUNTY 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 the COUNTY 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 the COUNTY 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, COUNTY 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 COUNTY determines that employees of a subconsultant were not paid the general prevailing rate of per diem wages and if COUNTY 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 COUNTY.
- G. Hours of Labor
- Eight (8) hours labor constitutes a legal day's work. The CONSULTANT shall forfeit, as a penalty to the COUNTY, 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.

ARTICLE XIII

Conflict Of Interest:

- A. During the term of this Agreement, CONSULTANT shall disclose any financial, business, or other relationship with COUNTY that may have an impact upon the outcome of this Agreement or any ensuing COUNTY construction project. CONSULTANT shall also list current clients who may have a financial interest in the outcome of this Agreement or any ensuing COUNTY construction project that will follow. CONSULTANT has acknowledged this interest of CONSULTANT and CONSULTANT has duly executed Exhibit D, marked "Interest of CONSULTANT Disclosure Statement," incorporated herein and made by reference a part hereof.
- B. CONSULTANT certifies that it has disclosed to COUNTY 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 COUNTY 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 COUNTY ordinance or State law.
- C. 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. CONSULTANT hereby certifies that CONSULTANT or subconsultant and any firm affiliated with 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.

E. CONSULTANT covenants that during the term of this Agreement neither it, or any officer or employee of CONSULTANT, has or shall acquire any interest, directly or indirectly, in any of the following:

1. Any other contract connected with, or directly affected by, the services to be performed by this Agreement.
2. Any other entities connected with, or directly affected by, the services to be performed by this Agreement.
3. Any officer or employee of COUNTY that are involved in this Agreement.

If CONSULTANT becomes aware of a conflict of interest related to this Agreement, CONSULTANT shall promptly notify COUNTY of the existence of that conflict, and COUNTY may, in its sole discretion, immediately terminate this Agreement by giving written notice of termination specified in ARTICLE VI, Termination.

F. Pursuant to Government Code section 84308 (SB 1439, the Levine Act), CONSULTANT shall complete and sign the attached Exhibit F, marked "California Levine Act Statement," incorporated herein and made by reference a part hereof, regarding campaign contributions by CONSULTANT, if any, to any officer of COUNTY.

ARTICLE XIV

Rebates, Kickbacks, or Other Unlawful Consideration:

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

ARTICLE XV

Prohibition of Expending COUNTY, State, or Federal Funds For Lobbying:

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

1. No State, Federal, or COUNTY 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 federal agency; a Member of Congress; an officer or employee of Congress, or an employee of a Member of Congress; in connection with this federal contract, grant, loan, or cooperative agreement, CONSULTANT shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions which form and instructions are attached hereto as Exhibit E and are incorporated herein and made by reference a part hereof.
- 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.

ARTICLE XVI

Non-Discrimination Clause and Statement of Compliance:

- A. CONSULTANT's signature affixed herein and dated shall constitute a certification under penalty of perjury under the laws of the State of California that the CONSULTANT has, unless exempt, complied with the nondiscrimination program requirements of Gov. Code §12990 and 2 CCR § 11102.
- 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 COUNTY 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 the COUNTY 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 COUNTY 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.
- I. CONSULTANT, subrecipient or subconsultant will never exclude any person from participation in, deny any person the benefits of, or otherwise discriminate against anyone in connection with the award and performance of any contract covered by 49 CFR 26 on the basis of race, color, sex, or national origin.

ARTICLE XVII

Debarment and Suspension Certification:

- A. CONSULTANT's signature affixed herein shall constitute a certification under penalty of perjury under the laws of the State of California that CONSULTANT 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 COUNTY. Exceptions will not necessarily result in denial of recommendation for award but will be considered in determining CONSULTANT responsibility. Disclosures must indicate to whom exceptions apply, initiating agency, and dates of action.
- C. Exceptions to the Federal Government excluded parties (<https://sam.gov/content/home>) maintained by the U.S. General Services Administration are to be determined by FHWA.

ARTICLE XVIII

Taxes: CONSULTANT certifies that as of today's date, it is not in default on any unsecured property taxes or other taxes, or fees owed by CONSULTANT to COUNTY. CONSULTANT agrees that it shall not default on any obligations to COUNTY during the term of this Agreement.

ARTICLE XIX

Standards for Work: Environmental services provided under this Agreement shall be performed in accordance with, and in full compliance with, COUNTY, Caltrans and FHWA guidelines, the National Environmental Policy Act (NEPA), Pub. L. 91-190, 42 U.S.C. 4321-4347, January 1, 1970, as amended by Pub. L. 94-52, July 3, 1975, Pub. L. 94-83, August 9, 1975, and Pub. L. 97-258, § 4(b), September 13, 1982, all NEPA guidelines and related regulations, the California Environmental Quality Act (CEQA), Public Resources Code Sections 21000 et. seq., and in full compliance with CEQA Guidelines, California Code of Regulations, Title 14, Chapter 3, Sections 15000 et. seq., such that the work will result in NEPA and CEQA certifiable environmental documents. Services shall further conform to all State of California statutes, regulations and procedures (including those set forth in the Caltrans Local Assistance Procedures Manual and the Local Assistance Program Guidelines) relating to federal-aid programs, all Title 23 federal requirements, and all applicable federal laws, regulations, and policy and procedural or instructional memoranda.

All of CONSULTANT's services and deliverables must adhere to current COUNTY, Caltrans and federal requirements for project development and shall be made available to COUNTY and Caltrans for review and approval at the appropriate stages specified in the Agreement or upon request by COUNTY's Contract Administrator.

CONSULTANT has full responsibility for the accuracy and completeness of the deliverables, reports, and such other documents that may be required for the tasks or items of work assigned. Assistance, cooperation and oversight by COUNTY, Caltrans, FHWA, or other regulatory agencies will not relieve CONSULTANT of this professional responsibility.

All work must be performed and work products prepared in a format and manner customarily anticipated by the appropriate approving agencies.

ARTICLE XX

Quality Control: CONSULTANT shall have a quality control plan in effect during the entire time work is being performed under this Agreement. Upon request, CONSULTANT shall provide COUNTY with a general overview of CONSULTANT's quality control plan in the form of a written outline. CONSULTANT shall also identify critical quality control reviews for the major deliverables within item of work assigned. The plan shall take into account the following:

- A. The plan shall establish a process whereby calculations and plans are independently checked, corrected and back-checked, all draft and final reports are reviewed for accuracy, completeness, and readability before submittal, and all job-related correspondence and memoranda are routed and received by affected persons and then filed in the appropriate item of work project file.
- B. CONSULTANT is responsible for the accuracy and completeness of all data, plans, specifications, and estimates prepared by CONSULTANT under this Agreement and shall check all such material accordingly.
- C. Plans, designs, estimates, calculations, reports, and other documents furnished under this Agreement shall be of a quality acceptable to COUNTY's Contract Administrator.
- D. A design, estimate, calculation, report or other document furnished under each item of work assigned is of acceptable quality when it is neat in appearance, well-organized, technically and grammatically correct, and checked.
- E. The minimum standard of appearance, organization, and the content of any drawings and reports shall be that of similar types utilized by COUNTY. COUNTY will provide examples to CONSULTANT upon request.
- F. The page identifying the preparer of engineering reports, the title sheet for specifications, and each sheet of plans shall bear the professional seal, certificate number, registration classification, expiration date of the certificate, and the signature of the professional engineers responsible for its preparation.
- G. CONSULTANT shall maintain a complete project file for each item of work performed under this Agreement. This file shall be made available to COUNTY's Contract Administrator, or designee, during normal COUNTY working hours and shall be transferred to COUNTY upon completion of work under the Agreement.

COUNTY's Contract Administrator shall decide all questions pertaining to the quality or acceptability of deliverables furnished and work performed under this Agreement.

ARTICLE XXI

Licenses: CONSULTANT hereby represents and warrants that CONSULTANT and any of its subconsultants employed under this Agreement has all the applicable licenses, including a California Traffic Engineering License, permits, and certifications that are legally required for CONSULTANT and its subconsultants, if applicable, to practice its profession or provide the services or work contemplated under this Agreement in the State of California. CONSULTANT and its subconsultants shall obtain or maintain said applicable licenses, permits, or certificates in good standing throughout the term of this Agreement.

ARTICLE XXII

Ownership of Data:

- A. It is mutually agreed that all materials prepared by CONSULTANT under this Agreement shall become the property of COUNTY, and CONSULTANT shall have no property right therein whatsoever. Immediately upon termination, COUNTY shall be entitled to, and CONSULTANT shall deliver to COUNTY, reports, investigations, appraisals, inventories, studies, analyses, drawings and data estimates performed to that date, whether completed or not, and other such materials as may have been prepared or accumulated to date by CONSULTANT in performing this Agreement which is not CONSULTANT's privileged information, as defined by law, or CONSULTANT's personnel information, along with all other property belonging exclusively to COUNTY which is in CONSULTANT's possession. Publication of the information derived from work performed or data obtained in connection with services rendered under this Agreement must be approved in writing by COUNTY.
- B. Additionally, it is agreed that the Parties intend this to be an Agreement for services and each considers the products and results of the services to be rendered by CONSULTANT hereunder to be work made for hire. CONSULTANT acknowledges and agrees that the work (and all rights therein, including, without limitation, copyright) belongs to and shall be the sole and exclusive property of COUNTY without restriction or limitation upon its use or dissemination by COUNTY.
- C. Nothing herein shall constitute or be construed to be any representation by CONSULTANT that the work product is suitable in any way for any other project except the one detailed in this Contract. Any reuse by COUNTY for another project or project location shall be at COUNTY's sole risk.
- D. Applicable patent rights provisions regarding rights to inventions shall be included in the contracts as appropriate (48 CFR 27 Subpart 27.3 -Patent Rights under Government Contracts for federal-aid contracts).

- E. COUNTY may permit copyrighting reports or other agreement products. If copyrights are permitted; the Agreement shall provide that the FHWA shall have the royalty-free nonexclusive and irrevocable right to reproduce, publish, or otherwise use; and to authorize others to use, the work for government purposes.

ARTICLE XXIII

CONSULTANT's Project Manager: CONSULTANT designates R. Brent Lemon, Vice President, as its Project Manager for this Agreement. CONSULTANT's Project Manager, or COUNTY-approved designee, shall be accessible to COUNTY's Contract Administrator, or designee, during normal COUNTY working hours and shall respond within twenty-four (24) hours to COUNTY inquiries or requests. CONSULTANT's Project Manager shall be responsible for all matters related to CONSULTANT's personnel, operations, and any subconsultants, if applicable, authorized under this Agreement including, but not limited to, (1) assigning qualified personnel to perform the required work and to prepare the deliverables required pursuant to this Agreement; (2) reviewing, monitoring, training, and directing CONSULTANT's personnel and any subconsultants authorized herein; and (3) providing qualified and appropriate traffic control services for field work.

ARTICLE XXIV

Changes to Agreement: This Agreement may be amended by mutual consent of the parties hereto. Amendments may be made to permit mutually acceptable changes in the scope, character, or complexity of the work if such changes become desirable or necessary as the work progresses and are determined to be reasonable for the completion of the project scope. Appropriate extensions of time in case of unavoidable delays and for consideration of warranted adjustments in payment may also be accomplished by amendments to the Agreement. Said amendments shall become effective only when in writing and fully executed by duly authorized officers of the parties hereto. CONSULTANT shall only commence work covered by an amendment after the amendment is executed and notification to proceed has been provided by COUNTY's Contract Administrator. 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 Agreement without prior written approval by COUNTY's Contract Administrator.

ARTICLE XXV

CONSULTANT to COUNTY: It is understood that the services provided under this Agreement shall be prepared in and with cooperation from COUNTY and its staff. It is further understood that this Agreement does not create an exclusive relationship between COUNTY and CONSULTANT, and CONSULTANT may perform similar work or services for others. However, CONSULTANT shall not enter into any agreement with any other party, or provide any information in any manner to any other party, that would conflict with CONSULTANT's responsibilities or hinder CONSULTANT's performance of services hereunder, unless COUNTY'S Contract Administrator, in writing, authorizes that agreement or sharing of information.

No sums due pursuant to this Agreement shall be assigned, mortgaged or hypothecated in any respect without the express written consent of COUNTY's Contract Administrator. Notice of any such requested assignment or hypothecation shall be furnished promptly to the COUNTY's Contract Administrator.

ARTICLE XXVI

Confidentiality:

- A. All financial, statistical, personal, technical, or other data and information relative to COUNTY's operations, which are designated confidential by COUNTY and made available to CONSULTANT in order to carry out this Agreement, shall be protected by CONSULTANT from unauthorized use and disclosure.
- B. Permission to disclose information on one occasion, or public hearing held by COUNTY relating to the 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 COUNTY's actions on the same, except to COUNTY'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 COUNTY, and receipt of COUNTY's written permission.
- E. Any subcontract entered into as a result of this contract shall contain all of the provisions of this Article.
- F. All information related to the construction estimate is confidential, and shall not be disclosed by CONSULTANT to any entity, other than COUNTY, Caltrans, and/or FHWA. All of the materials prepared or assembled by CONSULTANT pursuant to performance of this Contract are confidential and CONSULTANT agrees that they shall not be made available to any individual or organization without the prior written approval of COUNTY or except by court order. If CONSULTANT or any of its officers, employees, or subconsultants does voluntarily provide information in violation of this Contract, COUNTY has the right to reimbursement and indemnity from CONSULTANT for any damages caused by CONSULTANT releasing the information, including, but not limited to, COUNTY's attorney's fees and disbursements, including without limitation experts' fees and disbursements.

ARTICLE XXVII

Independent Contractor: The parties intend that an independent consultant relationship will be created by this contract. CONSULTANT is, and shall be at all times, deemed independent and shall be wholly responsible for the manner in which it performs services

required by the terms of this Agreement. CONSULTANT exclusively assumes responsibility for acts of its employees, agents, affiliates, and subconsultants, if any are authorized herein, as they relate to the services or work to be performed under this Agreement during the course and scope of their employment by CONSULTANT. Those persons will be entirely and exclusively under the direction, supervision, and control of CONSULTANT.

COUNTY may designate the tasks to be performed and the results to be accomplished under this Agreement, provide information concerning the work or services, approve or disapprove the final work product and/or services provided, and set deadlines for the completion of the work or services, but COUNTY will not control or direct the manner, means, methods, or sequence in which CONSULTANT performs the work or services for accomplishing the results. CONSULTANT understands and agrees that CONSULTANT lacks the authority to bind COUNTY or incur any obligations on behalf of COUNTY.

CONSULTANT, including any subconsultant or employees of CONSULTANT, shall not receive, nor be eligible for, any benefits COUNTY provides for its employees, including, but not limited to, vacation pay, paid holidays, life insurance, health insurance, social security, disability insurance, pension, or 457 plans. CONSULTANT shall not receive, nor be eligible for, workers' compensation, including medical and indemnity payments. COUNTY is not responsible for withholding, and shall not withhold, Federal Income Contribution Act amounts or taxes of any kind from any payments which it owes CONSULTANT. CONSULTANT shall not be subject to the work schedules or vacation periods that apply to COUNTY employees.

CONSULTANT shall be solely responsible for paying its employees, and for withholding Federal Income Contribution Act amounts and other taxes, workers' compensation, unemployment compensation, medical insurance, life insurance, or any other benefit that CONSULTANT provides for its employees.

CONSULTANT acknowledges that it has no authority to bind the COUNTY or incur any obligations on behalf of the COUNTY with regard to any matter, and shall not make any agreements or representations on the COUNTY'S behalf.

ARTICLE XXVIII

Fiscal Considerations: The parties to this Agreement recognize and acknowledge that COUNTY is a political subdivision of the State of California. As such, COUNTY is subject to the provisions of Article XVI, Section 18 of the California Constitution and other similar fiscal and procurement laws and regulations and may not expend funds for products, equipment, or services not budgeted in a given year. It is further understood that in the normal course of COUNTY business, COUNTY will adopt a proposed budget prior to a given fiscal year, but that the final adoption of a budget does not occur until after the beginning of the fiscal year.

Notwithstanding any other provision of this Agreement to the contrary, COUNTY shall give notice of cancellation of this Agreement in the event of adoption of a proposed budget that does not provide for funds for the services, products, or equipment subject herein. Such notice shall become effective upon the adoption of a final budget, which does not provide funding for this Agreement. Upon the effective date of such notice, this Agreement shall be automatically terminated and COUNTY released from any further liability hereunder.

In addition to the above, should the Board of Supervisors during the course of a given year for financial reasons reduce or order a reduction in the budget for any COUNTY department for which services were contracted to be performed, pursuant to this paragraph in the sole discretion of COUNTY, this Agreement may be deemed to be canceled in its entirety subject to payment for services performed prior to cancellation.

ARTICLE XXIX

Notice to Parties: All notices to be given by the parties hereto shall be in writing and served by depositing the same in the United States Post Office, postage prepaid and return receipt requested. Notices to COUNTY shall be in duplicate and addressed as follows:

To COUNTY:

County of El Dorado
Department of Transportation
2850 Fairlane Court
Placerville, California 95667

Attn.: Matthew Smeltzer
Deputy Director, Engineering

With a copy to:

County of El Dorado
Chief Administrative Office
Procurement & Contracts Division
330 Fair Lane
Placerville, California 95667

Attn.: Michele Weimer
Procurement and Contracts Manager

or to such other location as COUNTY directs.

Notices to CONSULTANT shall be addressed as follows:

Conсор North America, Inc.
11017 Cobblersrock Drive, Suite 100
Rancho Cordova, California 95670

Attn.: R. Brent Lemon
Vice President

or to such other location as CONSULTANT directs.

ARTICLE XXX

Change of Address: In the event of a change in address for CONSULTANT's principal place of business, CONSULTANT's Agent for Service of Process, or Notices to CONSULTANT, CONSULTANT shall notify COUNTY in writing as provided in ARTICLE XXIX, Notice to Parties. Said notice shall become part of this Agreement upon acknowledgment in writing by COUNTY's Contract Administrator, and no further amendment of the Agreement shall be necessary provided that such change of address does not conflict with any other provisions of this Agreement.

ARTICLE XXXI

Indemnity: To the fullest extent permitted by law, CONSULTANT shall defend at its own expense, indemnify, and hold the COUNTY harmless, its officers, employees, agents, and volunteers, against and from any and all liability, claims, suits, losses, damages, or expenses of every name, kind and description, including attorney's fees and costs incurred, brought for, or on account of, injuries to or death of any person, including but not limited to workers, COUNTY employees, and the public, or damage to property, or any economic or consequential losses, which are claimed to or in any way arise out of or are connected with the acts or omissions of CONSULTANT or its officers, agents, or employees in rendering the services, operations, or performance hereunder, except for liability, claims, suits, losses, damages or expenses arising from the sole negligence or willful acts of the COUNTY, its officers and employees, or as expressly prescribed by statute. This duty of CONSULTANT to indemnify and save COUNTY harmless includes the duties to defend set forth in California Civil Code Section 2778.

The insurance obligations of CONSULTANT are separate, independent obligations under the Agreement, and the provisions of this defense and indemnity are not intended to modify nor should they be construed as modifying or in any way limiting the insurance obligations set forth in the Agreement.

Nothing herein shall be construed to seek indemnity in excess of that permitted by Civil Code section 2782, et seq. In the event any portion of this Article is found invalid, the Parties agree that this Article shall survive and be interpreted consistent with the provisions of Civil Code section 2782, et seq

ARTICLE XXXII

Insurance: CONSULTANT shall provide proof of a policy of insurance satisfactory to COUNTY's Risk Management Division and documentation evidencing that CONSULTANT maintains insurance that meets the following requirements:

- A. Full Workers' Compensation and Employers' Liability Insurance covering all employees of CONSULTANT as required by law in the State of California.

- B. Commercial General Liability Insurance (providing scope of coverage equivalent to ISO policy form CG 00 01) of not less than \$1,000,000 combined single limit per occurrence for bodily injury and property damage and a \$2,000,000 aggregate limit. COUNTY, including, without limitation, its officers, officials, employees, and volunteers shall be named as an additional insured on ISO form CG 2010 1185, or its equivalent.
- C. Automobile Liability Insurance of not less than \$1,000,000 is required in the event motor vehicles are used by CONSULTANT in performance of the Agreement.
- D. In the event CONSULTANT is a licensed professional or professional consultant and is performing professional services under this Agreement, Professional Liability Insurance is required with a limit of liability of not less than \$1,000,000.
- E. CONSULTANT shall furnish a certificate of insurance satisfactory to COUNTY's Risk Management Division as evidence that the insurance required above is being maintained.
- F. The insurance will be issued by an insurance company acceptable to COUNTY's Risk Management Division or be provided through partial or total self-insurance likewise acceptable to the Risk Management Division.
- G. CONSULTANT agrees that the insurance required herein shall be in effect at all times during the term of this Agreement. In the event said insurance coverage expires at any time or times during the term of this Agreement, CONSULTANT agrees to provide at least thirty (30) days prior to said expiration date, a new certificate of insurance evidencing insurance coverage as provided for herein for not less than the remainder of term of the Agreement, or for a period of not less than one (1) year. New certificates of insurance are subject to the written approval of COUNTY's Risk Management Division, and CONSULTANT agrees that no work or services shall be performed prior to the giving of such approval. In the event CONSULTANT fails to keep in effect at all times insurance coverage as herein provided, COUNTY may, in addition to any other remedies it may have, terminate this Agreement upon the occurrence of such event.
- H. The certificate of insurance must include the following provisions stating that:
 - 1. The insurer will not cancel the insured's coverage without thirty (30) days prior written notice to COUNTY; and
 - 2. The County of El Dorado, its officers, officials, employees, and volunteers are included as additional insured, on an additional insured endorsement, but only insofar as the operations under this Agreement are concerned. This provision shall apply to the general liability policy.

- I. CONSULTANT's insurance coverage shall be primary insurance in respect to COUNTY, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by COUNTY, its officers, officials, employees, or volunteers shall be in excess of CONSULTANT's insurance and shall not contribute with it.
- J. Any deductibles or self-insured retentions must be declared to, and approved by, COUNTY. At the option of COUNTY, either: The insurer shall reduce or eliminate such deductibles or self-insured retentions in respect to COUNTY, its officers, officials, employees, and volunteers; or CONSULTANT shall procure a bond guaranteeing payment of losses and related investigations, claim administration, and defense expenses.
- K. Any failure to comply with the reporting provisions of the policies shall not affect coverage provided to COUNTY, its officers, officials, employees, or volunteers.
- L. The insurance companies shall have no recourse against the County of El Dorado, its officers, employees, and volunteers or any of them for payment of any premiums or assessments under any policy issued by any insurance company.
- M. CONSULTANT's obligations shall not be limited by the foregoing insurance requirements and shall survive the expiration of this Agreement.
- N. In the event CONSULTANT cannot provide an occurrence policy, CONSULTANT shall provide insurance covering claims made as a result of performance of this Agreement for not less than three (3) years following completion of performance of this Agreement.
- O. The certificate of insurance shall meet such additional standards as may be determined by the contracting COUNTY department, either independently or in consultation with COUNTY's Risk Management Division as essential for protection of COUNTY.
- P. CONSULTANT shall ensure that all subconsultants authorized pursuant to this Agreement shall maintain workers' compensation, general liability, automobile liability, and professional liability insurance as specified above and shall provide COUNTY with proof of same if requested.

ARTICLE XXXIII

Force Majeure: Neither party will be liable for any delay, failure to perform, or omission under this Agreement that is due to any cause that it is beyond its control, not due to its own negligence, and cannot be overcome by the exercise of due diligence. In that event, the affected party will:

1. Promptly give written notice to the other of the fact that it is unable to so perform and the cause(s) that is beyond its control.

2. Once the cause(s) has ceased, provide written notice to the other party and immediately resume its performance under this Agreement.

For purposes of this Article, "cause that is beyond its control" includes labor disturbances, riots, fires, earthquakes, floods, storms, lightning, epidemics, war, disorders, hostilities, expropriation or confiscation of properties, failure of and delays by carriers, interference by civil or military authorities, whether legal or de facto, and whether purporting to act under some constitution, decree, or law, or otherwise, or acts of God.

ARTICLE XXXIV

California Residency (Form 590): All independent consultants providing services to COUNTY must file a State of California Form 590, certifying their California residency or, in the case of a limited liability company or corporation, certifying that they have a permanent place of business in California. CONSULTANT will be required to submit a Form 590 prior to execution of this Agreement, or COUNTY shall withhold seven (7) percent of each payment made to CONSULTANT during the term of this Agreement. This requirement applies to any agreement/contract exceeding \$1,500.

ARTICLE XXXV

COUNTY Payee Data Record Form: All independent contractors or corporations providing services to COUNTY who do not have a Department of the Treasury Internal Revenue Service Form W-9 (Form W-9) on file with COUNTY must file a COUNTY Payee Data Record Form with COUNTY.

ARTICLE XXXVI

Business License: COUNTY's Business License Ordinance provides that it is unlawful for any person to furnish supplies or services or transact any kind of business in the unincorporated territory of El Dorado County, without possessing a COUNTY business license unless exempt under COUNTY Ordinance Code Section 5.08.070. CONSULTANT warrants and represents that it shall comply with all of the requirements of COUNTY's Business License Ordinance, where applicable, prior to beginning work under this Agreement and at all times during the term of this Agreement.

ARTICLE XXXVII

California Forum and Law: Any dispute resolution action arising out of this Agreement, including, but not limited to, litigation, mediation, or arbitration, shall be brought in El Dorado County, California, and shall be resolved in accordance with the laws of the State of California.

ARTICLE XXXVIII

Compliance with Federal, State, and COUNTY Requirements: COUNTY is relying on federal assistance or grants, state funds, and local agency or other grant funds for all or a portion of the funding for the services to be provided herein. As a requirement of COUNTY's use of federal, state, and local agency grant funds, COUNTY is required to comply with certain contracting requirements and to extend those requirements to all third party contracts. CONSULTANT shall comply with all applicable provisions of federal, state, and local agency regulations, including those required by the FHWA grant funding

requirements, regulations, and related executive orders regarding the use, expenditure, control, reporting, allowable costs, and management of such funds. The following Office of Management and Budget (OMB) Circulars, as applicable, and as implemented by various parts of the Code of Federal Regulations (C.F.R.), are incorporated by reference and made a part of this Agreement:

2 CFR Part 200, Subpart E "Cost Principles. Special Considerations for States, Local Governments and Indian Tribes (formerly OMB Circular A-87)"

2 CFR Part 200, Subpart F "Audit Requirements" and the most recent compliance supplement

Copies of the OMB Circulars are available on the Internet at:

<https://www.whitehouse.gov/omb/information-for-agencies/circulars>

Failure of CONSULTANT to comply with any federal, state, or local agency provision may be the basis for withholding payments for charges made by CONSULTANT and for such other remedies as may be appropriate including termination of this Agreement. CONSULTANT shall further comply with any flow-down or third-party contracting provisions which may be required under the federal, state, or local agency regulations and which may apply to CONSULTANT's subcontracts, if any, associated with this Agreement.

ARTICLE XXXIX

Working Office: CONSULTANT shall establish a working office at a place acceptable to COUNTY. The parties hereto acknowledge and agree that CONSULTANT's office is located at 11017 Cobblestone Drive, Suite 100, Rancho Cordova, California 95670.

ARTICLE XL

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

ARTICLE XLI

Design Standards: CONSULTANT shall perform all services under this Agreement and as described in Exhibit A, in conformance with applicable federal, state, and local design standards or other standards for work performance stipulated in ARTICLE XIX, Standards for Work.

ARTICLE XLII

Documentation: CONSULTANT shall document the results of its work to the satisfaction of COUNTY and if applicable, the State of California, and the FHWA. This may include preparation of progress and final reports, plans, specifications and estimates, or similar evidence of attainment of the Agreement objectives.

ARTICLE XLIII

Copyrights: COUNTY may permit copyrighting reports or other Agreement products. If copyrights are permitted, COUNTY, FHWA, and State of California shall have the royalty-free non-exclusive and irrevocable right to reproduce, publish, or otherwise use, and to authorize others to use, the work for State or Federal Government purposes:

- (a) The copyright in any work developed under this Agreement; and
- (b) Any rights of copyright to which CONSULTANT purchases ownership with grant support.

ARTICLE XLIV

CONSULTANT's Endorsement on PS&E/Other Data: If applicable, the responsible CONSULTANT/Engineer shall sign all plans, specifications, estimates (PS&E), and all engineering data furnished by it and, where appropriate, indicate its registration number.

ARTICLE XLV

Compliance with Disability Acts: CONSULTANT shall comply with: (a) Section 504 of the Rehabilitation Act of 1973 which prohibits discrimination on the basis of disability in federally assisted programs; (b) the Americans with Disabilities Act (ADA) of 1990 which prohibits discrimination on the basis of disability irrespective of funding; and (c) all applicable regulations and guidelines issued pursuant to both the Rehabilitation Act and the ADA.

ARTICLE XLVI

Disputes:

- A. Any dispute, other than audit, concerning a question of fact arising under this Agreement that is not disposed of by agreement shall be decided by a committee consisting of COUNTY's Contract Administrator and the Department of Transportation Director, or designee, who may consider written or verbal information submitted by CONSULTANT.
- B. Not later than thirty (30) calendar days after completion of all deliverables necessary to complete the plans, specifications, and estimate, CONSULTANT may request review by COUNTY's Board of Supervisors of unresolved claims or disputes, other than audit. The request for review shall 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 Agreement.

ARTICLE XLVII

Inspection of Work: CONSULTANT and any subconsultant shall permit COUNTY, the State, and the FHWA if federal participating funds are used in this Agreement; to review and inspect the project activities and files at all reasonable times during the performance period of this Agreement.

ARTICLE XLVIII

Safety:

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

ARTICLE XLIX

Claims Filed by COUNTY'S Construction Contractors:

- A. If claims are filed by COUNTY's construction contractors relating to work performed by CONSULTANT's personnel or subconsultants, and additional information or assistance from CONSULTANT's personnel or subconsultants is required in order to evaluate or defend against such claims, CONSULTANT agrees to make its personnel and/or subconsultants available for consultation with COUNTY's construction contract administration and legal staff and for testimony, if necessary, at depositions and at trial or arbitration proceedings.
- B. CONSULTANT's personnel and subconsultants that COUNTY considers essential to assist in defending against construction contractor claims will be made available on reasonable notice from COUNTY. Consultation or testimony that may be required by COUNTY will be reimbursed at the same rates that are being paid for CONSULTANT's personnel services under Exhibit B hereto, unless the construction contractor claims are covered in whole or in part by ARTICLE XXXI, Indemnity, in which case no compensation will be paid.
- C. Services of CONSULTANT's personnel or subconsultants in connection with COUNTY's construction contractor claims will be performed pursuant to a written contract amendment, if necessary, extending the termination date of this Agreement in order to finally resolve the claims.

ARTICLE L

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

ARTICLE LI

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

ARTICLE LII

Contracting with Small and Minority Firms and Women's Business Enterprises: It is a national policy to award a fair share of contracts to small and minority business firms and women's business enterprises. COUNTY is strongly committed to the objectives of this policy and encourages all CONSULTANTS to take affirmative steps to ensure such fairness.

1. CONSULTANT shall take all necessary affirmative steps to assure that minority firms and women's business enterprises are used when possible.
2. Affirmative steps shall include:
 - (a) Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
 - (b) Assuring that small and minority businesses and women's business enterprises are solicited whenever they are potential sources;
 - (c) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority business and women's business enterprises;
 - (d) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority business and women's business enterprises;
 - (e) Using the services and assistance of the Small Business Administration and the Minority Business Development Agency of the Department of Commerce as appropriate; and
 - (f) Requiring the prime CONSULTANT, if subcontracts are to be let, to take the affirmative steps listed in 2 (a) through (e) above.

ARTICLE LIII

Environmental Compliance: CONSULTANT shall comply with all applicable standards, orders, or requirements issued under Section 306 of the Clean Air Act (42 U.S.C. 7606); Section 508 of the Clean Water Act (33 U.S.C. § 1368); Executive Order 11738; Environmental Protection Agency regulations (2 C.F.R. Subtitle B, Chapter XV, Part 1532 (§ 1532.10 et seq.)); and mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163, 89 Stat. 871).

ARTICLE LIV

Iran Contracting Act Certification: As required by California Public Contract Code Section 2204, for Agreements that are over \$1,000,000, CONSULTANT certifies its status regarding the Iran Contracting Act of 2010 and has duly executed Exhibit G, marked "Iran Contracting Act Certification," incorporated herein and made by reference a part hereof.

ARTICLE LV

Contract Administrator: The COUNTY Officer or employee with responsibility for administering this Agreement is Matthew Smeltzer, Deputy Director, Engineering, Department of Transportation, or successor.

ARTICLE LVI

Authorized Signatures: The parties to this Agreement represent that the undersigned individuals executing this Agreement on their respective behalf are fully authorized to do so by law or other appropriate instrument and to bind upon said parties the obligations set forth herein.

ARTICLE LVII

Electronic Signatures: Each party agrees that the electronic signatures, whether digital or encrypted, of the parties included in this Agreement, are intended to authenticate this writing and to have the same force and effect as manual signatures. Electronic Signature means any electronic visual symbol or signature attached to or logically associated with a record and executed and adopted by a party with the intent to sign such record, including facsimile or email electronic signatures, pursuant to the California Uniform Electronic Transactions Act (Civil Code sections 1633.1 to 1633.17) as amended from time to time.

ARTICLE LVIII

Partial Invalidity: If any provision, part of a provision, sentence, or word of the Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions, parts, sentences, or words will continue in full force and effect without being impaired or invalidated in any way.

ARTICLE LIX

No Third Party Beneficiaries: Nothing in this Agreement is intended, nor will be deemed, to confer rights or remedies upon any person or legal entity not a party to this Agreement.

ARTICLE LX

Counterparts: This Agreement may be executed in one or more counterparts, each of which shall be an original and all of which together shall constitute one and the same instrument.

ARTICLE LXI

Waiver: No failure on the part of the parties to exercise any rights under this Agreement, and no course of dealing with respect to any right hereunder, shall operate as a waiver of that right, nor shall any single or partial exercise of any right preclude the exercise of any other right. The remedies herein provided are cumulative and are not exclusive of any other remedies provided by law.

ARTICLE LXII

Entire Agreement: This document and the documents referred to herein or exhibits hereto are the entire Agreement between the parties, and they incorporate or supersede all prior written or oral agreements or understandings.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the dates indicated below.

-- COUNTY OF EL DORADO --

By: _____ Dated: _____

Board of Supervisors
"COUNTY"

Attest:
Kim Dawson
Clerk of the Board of Supervisors

By: _____ Dated: _____

Deputy Clerk

-- CONSOR NORTH AMERICA, INC. --

By: *R. Brent Lemon* Dated: 07/05/2023
R. Brent Lemon (Jul 5, 2023 10:23 PDT)

R. Brent Lemon
Vice President
"CONSULTANT"

Conсор North America, Inc.

Exhibit A

Scope of Work

This scope of work will be implemented in two phases for which the COUNTY will issue separate notices to proceed. The first phase (Tasks 1-5) will be preliminary engineering, technical reports, environmental revalidation tasks leading to an approved environmental action for the project. The second phase (Tasks 6-8) will be completion of contract documents to be advertised for construction. This scope does not provide any support services during construction. COUNTY's Contract Administrator (CA) will issue an initial Notice to Proceed for Tasks 1 through 5. Tasks 6 through 8 shall not commence until COUNTY's CA issues a separate Notice to Proceed for Tasks 6 through 8.

SCHEDULE AND DELIVERABLES

Unless otherwise indicated below, and notwithstanding any other provisions of this Agreement to the contrary, CONSULTANT shall submit all deliverables in accordance with ARTICLE I, Scope of Work and as described in the Items of Work, herein.

CONSULTANT shall submit draft documents and reports to COUNTY's Project Manager (PM) for review and comment. CONSULTANT shall incorporate PM comments into final documents or reports subject to agreement by CONSULTANT and PM.

Draft deliverables shall be submitted in electronic Word format to the PM unless otherwise stated. Final deliverables shall be submitted in .PDF format to the PM unless otherwise stated. The budgeted cost includes up to two (2) rounds of review by COUNTY for all deliverables unless otherwise mentioned.

Due to the fact that the timing of deliverables for a complex project such as this is dependent upon multiple variables from multiple agencies, completion times are approximate. However, in the event of unforeseen delays, significant adjustments to the completion times specified may only be made upon written approval of the COUNTY's Contract Administrator.

The Scope of Work outlines key tasks and subtasks that are critical to the development of the Project.

TASK 1 - PROJECT MANAGEMENT – PLANNING - AS03 (WBS Activity ID)

Item of Work 1.1: Initiate Project

CONSULTANT shall coordinate a kick-off meeting with COUNTY, Caltrans and any other project stakeholders. This meeting will result in an understanding amongst the project stakeholders as to the project scope and schedule. Major project issues that have already been identified by project stakeholders will be shared at this meeting.

CONSULTANT shall obtain pertinent existing information from developers, local, state, and federal agencies including, but not limited to the COUNTY, and Caltrans. This includes, but is not limited to existing right-of-way maps, available mapping showing roadway and topographic features, traffic data, roadway as-built plans, existing drainage facilities with maintenance history, pavement conditions and recommendations for repair, and utility information within the project limits. CONSULTANT shall also obtain pertinent existing information on other planned projects by the COUNTY, and developers within and immediately adjacent to the project limits for project compatibility and coordination purposes.

An initial field review with the COUNTY Project Manager and Caltrans' Project Manager, CONSULTANT staff and team members and other project stakeholders, a field investigation will be held to review the proposed project to highlight and record significant project features. At this time, existing roadway features, such as existing pavement condition and condition of drainage facilities, will be reviewed for upgrades as needed.

If rights of entry on to private properties are required to perform any portion of the scope of work identified including but not limited to topographic survey data collection, environmental technical studies, geotechnical site investigations, and other technical field studies; the COUNTY will obtain rights of entry prior to work commencing.

Deliverables:

- Kickoff meeting agenda and minutes
- Field review notes

Duration:

- Kickoff meeting shall be completed within two (2) weeks of Notice to Proceed #1 issuance
- Kickoff meeting agenda to be distributed no less than one (1) day prior to the meeting
- Meeting minutes shall be distributed within five (5) days following the meeting
- Field review notes shall be submitted within five (5) days following the meeting

Item of Work 1.2: General Project Management

This item of work provides for day-to-day Project Management of the project including management of subconsultants, updating the COUNTY Project Manager on specific issues, managing and directing the work of designers, etc. Unless otherwise noted, meeting agendas shall be provided one (1) day prior to the meeting and meeting minutes shall be provided within two (2) weeks of the meeting.

CONSULTANT shall submit a Project Status Report each month. The Project Status Report will include the project schedule with items of work or activities in MS Project; progress of work; updates to project schedule; information and decisions made; deliverables; problems encountered that may affect schedule, budget, work products with recommendations on mitigation; and anticipated work for the following month.

All changes to the project schedule will be approved by the COUNTY Project Manager. The COUNTY Project Manager will be as designated by the Contract Administrator.

CONSULTANT with guidance from the COUNTY, will facilitate the formation of a Project Development Team (PDT) to be used as needed throughout the project delivery process. The PDT will bring together project sponsors, stakeholders, and interdisciplinary technical experts at key points in the project delivery process to assure that decision makers are provided with the information needed to make the best project decisions in a timely manner. The PDT will include representatives from the COUNTY, El Dorado COUNTY Transportation Commission, and Caltrans, technical personnel from the CONSULTANT team, and other parties that the COUNTY believes could provide expertise and help expedite the process. CONSULTANT will schedule PDT meetings on a monthly basis through the life of the project. This scope provides for eighteen (18) meetings. The Project Manager, Project Engineer and COUNTY staff will attend all team meetings. CONSULTANT will prepare the meeting agendas in consultation with COUNTY, distribute the agenda prior to the meeting date, arrange for appropriate participants to attend, and distribute meeting minutes to the participants within five working days after meetings.

If a submittal or deliverable is required to be an electronic file, CONSULTANT shall produce the file using Microsoft Office applications (Word, Project, and Excel specifically). Signed reports may be submitted in Adobe portable document format (.PDF). All contract plans will be produced in Microstation and provided to the COUNTY in that format. COUNTY releases CONSULTANT from any liability arising from modifications to electronic files made by COUNTY or its agents and for reuse of the files for any purpose other than the purpose for which the files were originally intended. Deliverables will be submitted to the COUNTY Project Manager in accordance with the approved project schedule.

Deliverables:

- Project Status Reports, including project schedules
- PDT meeting agendas and minutes

Duration:

- Project Status Reports shall be submitted monthly
- Meeting agendas shall be distributed no less than one (1) day prior to the meeting
- Meeting minutes shall be distributed within five (5) days following the meeting

TASK 2 - PREPARE PRELIMINARY GEOMETRIC PLANS & PLANNING LEVEL ESTIMATE – AS03 (WBS Activity ID)

CONSULTANT will develop 50-scale preliminary geometric plans based on the existing available topographic mapping and aerial photography. The eastbound loop offramp and eastbound diagonal onramp will be laid out according to the Geometric Approval Drawings previously approved by Caltrans. Up to two additional alternatives will be developed based on COUNTY input and likely changes required by Caltrans. The preliminary geometric plans will not include vertical alignments.

The preliminary geometric plans will be submitted to the COUNTY and Caltrans for review of the project's geometric features. Final geometric plans will be developed in a subsequent task after adequate survey information is available for final design.

CONSULTANT shall develop an updated planning level cost estimate from existing information in Project Study Reports and Project Reports. Right-of-way impacts will be considered in consultation with the COUNTY, and costs developed based on an agreed to strategy with the COUNTY.

Deliverables:

- Preliminary geometric plans and typical cross sections
- Updated planning level estimate

Duration:

- Preliminary geometric plans, cross sections, and updated planning level estimate shall be submitted within three (3) months of receipt of County survey data and surface model

**TASK 3 - ENGINEERING TECHNICAL studies / REPORTS – PLANNING - AS03
(WBS Activity ID)**

Item of Work 3.1: Drainage Report

CONSULTANT's subconsultant, Bennett Engineering Services (Bennett) shall develop a drainage report to analyze the existing drainage facilities and drainage patterns in the area and to determine the proposed facilities needed to effectively manage roadway runoff and accommodate the proposed improvements.

Where applicable, Bennett shall map the existing storm drainage system from surveys and information from the COUNTY and Caltrans. Proposed drainage shed areas will be developed from topography, field reviews, and the proposed roadway improvements in the project area. Supplemental mapping (adjacent project mapping, drainage master plans, etc., if available) will be evaluated with available topographic mapping. Soil infiltration rates and land cover will also be considered when developing recommendations for treatment improvements. Tributary areas will be defined, and flow rates calculated for inlets and pipelines. The calculations will define pipe/culvert lengths, sizes, peak flow velocities, and hydraulic grade lines. The report will be submitted to the COUNTY and Caltrans for review and approval.

If necessary, Bennett shall analyze the increased runoff due to the development of this project and determine the required detention facilities to mitigate the increased runoff. Bennett shall update the Roadway Drainage Report to match the updated (65%) interchange design. If necessary, the tributary areas will be updated and flow rate calculations will be updated for inlets and pipelines. The calculations will update pipe/culvert lengths, sizes, peak flow velocities, and hydraulic grade lines. An updated report will be submitted to the COUNTY and Caltrans for review and approval.

Bennett shall update the Roadway Drainage Report to match the updated (95%) interchange design. Tributary areas will be updated and flow rate calculations will be updated for inlets and pipelines, where necessary. The calculations will update pipe/culvert lengths, sizes, peak flow velocities, and hydraulic grade lines. An updated report will be submitted to the COUNTY and Caltrans for review and approval.

Deliverables:

- Updated roadway drainage report
- Final roadway drainage report

Duration:

- Updated roadway drainage report shall be submitted concurrent with sixty-five percent (65%) PS&E
- Final roadway drainage report shall be submitted concurrent with one hundred percent (100%) PS&E

Item of Work 3.2: Storm Water Data Report

Bennett shall prepare a Draft and Final Storm Water Data Report for COUNTY and Caltrans review and approval.

Assumptions:

- Project will not require a Rapid Stability Assessment
- A Location Hydraulic Study and/or a Bridge Design Hydraulic Study will not be required for this project
- Project will result in Net New Impervious (NNI) area of more than one (1) acre within Caltrans right-of-way

Deliverables:

- Draft and final storm water data report

Duration:

- Draft storm water data report shall be submitted concurrent with sixty-five percent (65%) PS&E
- Final storm water data report shall be submitted concurrent with one hundred percent (100%) PS&E

Item of Work 3.3: Traffic Studies

CONSULTANT's subconsultant, DKS shall provide the traffic operations, safety (collision reduction predictive method), and Intersection Control Evaluations (ICE) for incorporation into the project. In coordination with CONSULTANT, DKS shall utilize all currently available data and develop new data as necessary to evaluate multiple design alternatives. The following four analysis stages shall be performed by DKS:

1. Gather existing traffic data near the study site.
2. Examine the COUNTY's Active Transportation Plan, Local Roadway Safety Plan, and Long Range Transit Plan and other planning documents and utilize the COUNTY's travel demand to develop forecasts which estimate the future multimodal travel demand patterns in the study area.
3. Develop a Stage 1 ICE study which evaluates the feasibility of several Phase 2B interchange control concepts for the Eastbound ramp intersection.

4. Develop traffic support information for a Design Engineering Evaluation Report (DEER) and other technical analyses information required for California Environmental Quality Act (CEQA) clearance including addressing Senate Bill (SB) 743.

The project study area will be focused on the immediate interchange area plus one service intersection north and south of the eastbound ramp intersections (total of four intersections). Local operations are expected to dictate the operational patterns at the interchange than the freeway system. Freeway analysis will be limited to the eastbound merge influence area between the El Dorado Hills and Silva Valley Parkway interchanges.

DKS shall develop operations models for one (1) hour AM and PM peak periods for the following analysis scenarios:

- Existing Conditions: Used for model calibration and to establish baseline operating conditions
- Forecast No Build: Represents twenty (20) years after construction with existing configuration accounting for other approved adjacent projects. Used for comparison with other scenarios
- Forecast Alternatives: Represents twenty (20) years after construction with up to three (3) interchange eastbound ramp configurations. Includes other approved adjacent projects.

Both an opening year and design year analysis will be performed.

DKS shall conduct a review of all traffic studies completed near the El Dorado Hills Boulevard Interchange to determine if there is any existing traffic count data which can be used for the current study. Special attention will be paid to counts which represent pre-COVID-19 pandemic conditions. Any locations where valid counts cannot be found will need new traffic data collection will be evaluated, and adjusted if necessary, based on historic data. Given that only four (4) intersections are proposed for analysis (ramp termini + 1), collecting new traffic counts is recommended. These new counts will be compared with the older pre-COVID-19 counts to determine if they are representative or should be factored for greater representativeness. DKS shall also use the COUNTY's current travel demand model to inform how to "grow" the count data to reflect future (design year) conditions.

DKS shall review model assumptions and performance including network details, traffic analysis zone structure and land use data, within the US 50 El Dorado Hills Boulevard Interchange study area and will help to identify model adjustments as appropriate for its application.

Traffic analysis objectives include:

- 1) to evaluate operational and safety performance under existing condition;
- 2) evaluate the operational and safety performance of the proposed new infrastructure alternatives, if applicable;

- 3) to estimate the operational and safety performance impacts of proposed improvements to existing infrastructure; and
- 4) to address SB 743 VMT related impacts associated with the proposed improvement alternatives.

The traffic, safety, and engineering analyses will conform to the current edition of Caltrans's Project Development Procedures Manual (PDPM) Appendix S, Chapter 5, Article 5 Traffic Engineering Performance Assessment.

One of the first items of work will be to prepare a Traffic Memorandum of Assumptions (MOA) to be agreed upon by the stakeholders and to document the agreement between the COUNTY and Caltrans for conducting the traffic analysis. In coordination with CONSULTANT, DKS shall prepare an MOA to provide to COUNTY and Caltrans for approval.

The MOA will describe the approach for the traffic analysis and assumptions, including study limits, data collection, validation, horizon years, model choice and tools for travel forecasting and traffic operations analysis. The recommended study limits along El Dorado Hills Boulevard would extend north of the interchange to the intersection at Saratoga Way and south of the interchange to the intersection at Town Center Boulevard. US 50 eastbound merge operations will be analyzed between the El Dorado Hills Boulevard and Silva Valley Parkway interchanges. The MOA will also identify appropriate model enhancements or post-processing procedures to provide benefits for the traffic analysis.

DKS shall obtain current AM/PM traffic counts for the study intersections listed below. New counts will be collected at each of the study-area intersections:

1. US 50 Eastbound (EB)/El Dorado Hills Boulevard
2. US 50 Westbound (WB)/El Dorado Hills Boulevard
3. El Dorado Hills Boulevard-Latrobe/Town Center Boulevard
4. El Dorado Hills Boulevard/Saratoga Way

DKS shall obtain current AM/PM peak hour traffic volumes for the US 50 segments listed below. The team will contact Caltrans to determine if traffic counts for the US 50 segments are available. If not, the most recently published traffic counts will be applied.

1. US 50 Volumes
2. US 50 EB – East of El Dorado Hills Boulevard

Per SB 743 and Caltrans Traffic Analysis Framework (TAF), DKS shall evaluate the need for a VMT analysis of the project design alternatives. In the event this phase cannot be screened from a SB 743 compliant VMT analysis, DKS shall apply the net VMT change

metric (net change in VMT of the improvement relative to no project) using the COUNTY's travel demand model. If a VMT analysis is required and a VMT impact is identified, DKS shall recommend appropriate mitigation measures that mitigate the impact. DKS shall identify several methods for quantifying VMT mitigation measures including but not limited to the latest CAPCOA Guidelines for consideration by Caltrans and the COUNTY.

DKS shall conduct travel demand forecasting for the analysis horizon year utilizing the COUNTY's most recent travel demand model. Before forecasts are used for analysis, the model outputs will be post-processed using the procedures recommended in NCHRP Report 255. Travel forecasts will provide future year daily volumes for noise analysis as well as on-road activity inputs for air quality analysis impact determinations.

Consistent with Caltrans Traffic Operations Policy Directives (TOPD) (April 2022) all projects on freeways, ramps, and ramp terminals with a Project Approval & Environmental Document (PA&ED) (WBS M200) date after September 1, 2022 are required to perform the Highway Safety Manual (HSM) predictive method for collision reduction. Based on existing sources (Transportation Injury Mapping System (TIMS)/ Traffic Accident Surveillance and Analysis System (TASAS)/ Statewide Integrated Traffic Records System (SWITRS) Accident Databases), DKS shall summarize the most recent available five (5) years of collision data for the study intersections and roadways and provide a figure showing the collision history by accident type. The collision data will inform HSM Predictive Method analysis of each of the project design alternatives using either Enhanced Interchange Safety Analysis Tool (iSATE) or Interactive Highway Safety Design Model (IHSDM) software tools, whichever is preferred by Caltrans.

DKS shall perform a Level of Traffic Stress (LTS) analysis. As part of the interchange configuration alternatives analysis DKS shall determine changes to the LTS network with particular emphasis on creating a Low-Stress connection across the interchange. Based on its current design elements for accommodating pedestrians and bicyclists, the interchange creates a barrier effect to north-south pedestrian and bicycle movements. With development on both the north and south side of the interchange, connectivity between the housing developments to the north and the retail development to the south will be key in addressing future local traffic growth and ensuring that there are opportunities for short range trips to be made without the need of a car. A key component of improvements to this interchange will be to reduce the barrier effect. This is of particular importance if the planned bike/pedestrian bridge over US 50 near the Silva Valley Parkway interchange is no longer considered viable.

DKS shall conduct a traffic operations analysis for no-build and up to three project alternatives for the opening year and future design year forecasts. Adjusted future traffic volumes based on potential changes in the overall road network will be input to the traffic operations models to evaluate future conditions for each alternative considering change in travel patterns based on the overall transportation network. DKS would first propose using SYNCHRO and SimTraffic software programs to evaluate signalized intersections. Refinements to the configurations of each alternative will be based on operational analysis results.

DKS shall prepare and submit a technical memorandum capturing the findings of the traffic operations sensitivity analysis.

DKS shall prepare traffic and safety studies which support a stage 1 ICE study. Per Caltrans Traffic Operations Policy Directive 13-02, this study will focus on Access Strategy and Configuration Assessment and Screening. The ICE process integrates and, in many respects, facilitates the traffic studies and alternatives development activities. The MOA will set the foundations to work collaboratively and early with the COUNTY and Caltrans to maximize the flexibility of the ICE policy and conduct the detailed engineering, operations, and performance analyses needed to advance Step 1 ICE recommendations. Interchange concepts will first be evaluated at a high level for feasibility. Each alternative will be evaluated using Sim-Traffic microsimulation. DKS shall determine delay and queueing benefits which are key for identifying feasible interchange designs. For the purposes of the safety analysis, DKS shall review the available crash history in the study area and identify any existing trends. Interchange concepts will be evaluated based on how they interact with these existing trends as well as any potential benefits or disbenefits they may have for safe operations.

The first step will be to consider applicable Caltrans System Planning document (TCR) and more recent work for the interchange to generate the Step 1 ICE document. DKS shall objectively evaluate and compare signal and roundabout intersection control at the eastbound ramp terminal.

The evaluation results will support outreach and advisory committee activities to allow stakeholders to make investment decisions based on the optimal traffic control and operational strategy for the design life of the interchange. Specifically, these evaluations could be applied to each ramp terminal intersection and adjacent road intersections:

- Safety performance and collision cost estimation, where quantifiable
- Weekday AM and PM peak hour capacity and operational considerations
- Service life analysis
- Conceptual Initial/phased estimated construction costs
- Cost of performance impacts / Cost savings of performance benefits (controlling peak hour cost of delay)
- Operation and maintenance life-cycle costs
- Multimodal considerations
- Cost effectiveness of reduced pollutant emissions

The footprints of the concepts will support evaluating and finalizing the environmental study areas. Step 1 ICE would evaluate and advance intersection control strategies and potentially offer recommendations to screen lower ranked concepts. DKS shall prepare and submit an Intersection Control Evaluation (ICE) documents for Step 1 as part of this phase of the project.

CONSULTANT shall prepare up to three (3) initial configurations as a starting point. The concepts would be at a scaled sketch planning level where the roundabout and/or signal concepts, as well as interchange configuration concepts, and roadway network modification alternatives are depicted over aerial photography or base mapping provided by others. The sketches will be based upon the above traffic operation tasks. The concepts will be developed as part of the Step 1 ICE evaluations and be of sufficient detail to assess the conceptual project footprint and compare intersection control strategies.

These concepts would be modified and enhanced to reflect design and operations principles and site adaptation needs.

DKS shall prepare all traffic related PA&ED phase technical documentation describing the traffic studies needed to complete the project design approval process for the interchange in the future. DKS shall identify any traffic deficiencies found in the ICE study which need to be resolved in future traffic studies.

Deliverables:

- Draft and final Traffic Study Report and any additional documentation as requested by Caltrans and/or as specified in the MOA

Duration:

- Draft Traffic Study Report shall be submitted three (3) months after approval of the Traffic Forecasts, Existing Conditions – Operations, Traffic Stress Analysis, and Highway Safety Manual Analysis
- Final Traffic Study Report shall be submitted concurrent with Draft CEQA Environmental Impact Report (EIR) Addendum

Item of Work 3.4: Prepare Traffic Management Plan

CONSULTANT in conjunction with DKS, the COUNTY, and Caltrans shall develop the Traffic Management Plan for the project. The plan will document specific measures required to reduce impacts to traffic and the costs of implementation. It will include lane closure charts (specific hours during the day and/or night when traffic lanes can be closed). It will specify traffic control devices to be used to improve traffic flow and safety through the work zone and identify elements of a public information program for the COUNTY to administer.

Deliverables:

- Draft and final Traffic Management Plan (five (5) copies))

Duration:

- Draft Traffic Management Plan shall be submitted concurrent with sixty-five percent (65%) PS&E
- Final Traffic Management Plan shall be submitted concurrent with one hundred percent (100%) PS&E

Item of Work 3.5: Retaining Wall Type Selection

CONSULTANT shall develop the Retaining Wall Site Data Submittal Form for use in developing the Type Selection Report.

CONSULTANT shall also develop a draft Type Selection Report for submittal to Caltrans and the COUNTY. Once the Type Selection Report is completed, CONSULTANT shall schedule and conduct a Retaining Wall Type Selection Meeting at Caltrans Structures (Sacramento). CONSULTANT shall develop Type Selection Meeting minutes for distribution after the meeting and finalize the Type Selection Report. This report will become the basis for the final design of the bridge portion of the project.

Deliverables:Pre-Type Selection

- Wall site data submittal form and attachments
- Foundation boring plan

Type Selection

- Type selection report
- Wall site data submittal form and attachments
- General plan
- Foundation plan
- Preliminary foundation report

Post-Type Selection

- Type selection meeting summary
- General plan estimate
- Approved general plan

Duration:

- Draft Type Selection Report shall be submitted within two (2) months following submittal of the preliminary geometric plans, cross sections, and updated planning level estimate
- Retaining Wall Type Selection Meeting shall be held within three (3) weeks following submittal of the Draft Type Selection Report
- Meeting minutes shall be distributed within five (5) days following the meeting
- Final Type Selection Report shall be submitted within three (3) weeks following the Type Selection Meeting

Item of Work 3.6: Materials Report

CONSULTANT's subconsultant, Crawford & Associates, Inc. (Crawford) shall coordinate with the design team and the COUNTY to discuss the project needs and schedule, review published geologic mapping and literature, review preliminary project data and available project documents, and nearby soil/rock information. Crawford shall review the site for drill rig access, mark exploratory boring locations and notify Underground Service Alert (USA). Crawford shall obtain the required Caltrans encroachment permit, county environmental health permit, and COUNTY encroachment permit for the fieldwork.

The project is located within the foothills of the Sierra Nevada geomorphic province. Regional geologic mapping indicates the project site is underlain by metavolcanic and metasedimentary rocks. Previous subsurface exploration by Taber and Blackburn were completed near the proposed improvements. Based on the boring data at the Latrobe Road EB offramp, the soil profile within the upper 4 to 13 feet below ground surface is generally comprised of dense silty sand, hard sandy clay, and medium stiff silty clay underlain by variably weathered and fractured metamorphic rock which is considered consistent with published mapping. Test pit data along the US50 EB onramp shows shallow metavolcanic rock within three feet of the surface. Rock outcrop was observed along the roadway cut adjacent to the offramp west of Latrobe Road.

To assess the subsurface soil/rock conditions, Crawford shall complete the following explorations:

Location	Exploration Type	Number of Explorations	Depth Below Existing Grade
Latrobe Road EB Offramp	Boring	1 to 2	20 to 30
US 50 EB Onramp	Test Pit	4 to 5	5 to 10
Culvert Extensions	Boring	3	15 to 25
Overhead Sign	Boring	1	20 to 30
Latrobe Road	Boring	3	5 to 10
Retaining Walls	Boring	4	15 to 25

Crawford shall advance the borings with four to six-inch diameter solid-auger and/or mud-rotary drilling methods. Due to anticipated shallow bedrock, diamond core drilling may be utilized. Crawford shall direct the sampling and log the borings in accordance with the Caltrans Logging Manual. Groundwater elevations will be noted, where encountered. Bulk and relatively “undisturbed” soil/rock samples will be collected from the borings and test pits for laboratory testing. Drive samples will be taken at approximate 2.5 to 5 ft intervals using a 2.0” O.D. “Standard Penetration” American Society for Testing and Materials (ASTM D1586) or 3.0” O.D. “Modified California” sampler (ASTM D3550), driven with a standard 350 ft-lb automatic or manually operated hammer per ASTM D1586, within the borings to obtain samples and blow count information. The borings will be backfilled according to COUNTY permit requirements.

Along the proposed US50 EB onramp, Crawford shall complete test pits to obtain soil samples and observe/measure soil and rock transition. Test pit excavations will be loosely backfilled and tamped with the backhoe bucket. At the culvert extension locations, Crawford shall supplement the sampled boring data with shallow probes using manual equipment to help correlate near-surface soils and evaluate foundation support conditions. Minor vegetation clearing may be required using hand tools due to the overgrown thorn bushes and reeds.

It is assumed traffic control will consist of temporary single lane closures with flaggers and shoulder closures. Borings/test pits will be completed off the roadway where access is possible.

To provide geotechnical recommendations for the potential retaining walls along Latrobe Road and along the EB onramp, Crawford shall complete four to five borings from depths of fifteen (15) to twenty-five (25) feet below ground surface. For the wall along Latrobe Road, the borings are proposed to be completed nearby an existing rockery wall within the parking lot adjacent to Latrobe Road. The borings along the EB onramp will be completed under the Caltrans encroachment permit. Crawford will drill, sample, log the borings, and retain samples for laboratory testing.

Crawford shall prepare a Draft Earth Retaining Systems Foundation Report consistent with current Caltrans guidelines. The report will include: scope of work; project description; field exploration; site geology and subsurface conditions; seismic data and evaluation; liquefaction evaluation; slope stability evaluation; Caltrans standard type wall foundation recommendations (i.e., bearing capacity, settlement, soil strength parameters, and embedment); Construction Considerations; Location Map; Retaining Wall Log of Test Borings; and Laboratory Test Results. The Earth Retaining Systems Report will address all retaining walls throughout the project. A Final Earth Retaining Systems Report incorporating the review comments will be prepared following receipt of all draft report comments.

Crawford proposes the following laboratory tests on representative soil/rock samples obtained from the exploratory borings: Moisture Content and Dry Density; Direct Shear or Unconfined Compression; Point Loads; Grainsize Analysis; Plasticity Index; R-value, and Soil Corrosion.

Crawford shall review available geotechnical, geologic, and seismic information for the site including geologic maps, fault maps, and seismic hazard maps.

Engineering evaluation and soil analysis to develop geotechnical recommendations for the project is expected to include: bearing capacity; settlement; site seismicity including current Caltrans Seismic Design Criteria as required; soil corrosivity; and pavement section recommendations (based on Traffic Index values provided by the design team).

Crawford shall prepare a Draft Geotechnical Design/Materials Report consistent with current Caltrans guidelines. The report will include: scope of work and project description; physical setting, including topography, drainage and regional/local geology; subsurface exploration; field and laboratory soil/rock tests; summary of subsurface soil/rock and ground conditions; corrosion evaluation; seismic evaluation consistent with current Caltrans ARS standards; grading recommendations; cut/fills; culvert foundation recommendations; pavement recommendations; construction considerations; Vicinity Map; Site Plan with boring locations; Boring logs and legend. A Final Geotechnical Design/Materials Report incorporating the review comments will be prepared following receipt of all draft report comments.

Crawford shall respond to and incorporate Caltrans review comments into the Geotechnical Design/Materials report. Crawford shall review and provide comments on the sixty percent (60%) and ninety percent (90%) plans.

Assumptions:

- Traffic control will consist of temporary shoulder closures and temporary lane closures with flaggers.
- No contaminated soil or groundwater issues are present that would require containment of the drill cuttings. Drill cuttings will be spread neatly on the shoulder.
- Vegetation clearing at culvert extensions will be achievable with hand tools.
- COUNTY will secure right of entry for site access.
- Borings can be drilled by a non-DBE driller.
- COUNTY encroachment permit fees will be waived.
- Borings completed on paved surfaces will be capped with cement and dyed black.

- A borrow site evaluation is not included.
- COUNTY will provide assessor's parcel maps, as-built drawings from current and former property owners, and any draft improvement plans showing the subject property, stationing, and project limits.
- Activity and Use Limitations or Environmental Liens will not be identified and will not include a chain-of-title review.

Deliverables:

- Draft and final Geotechnical Design/Materials Report

Duration:

- Draft Geotechnical/Materials Report shall be submitted within 5 months following completion of the field exploration phase and laboratory testing
- Final Geotechnical/Materials Report shall be submitted within 3 weeks of receiving comments

Item of Work 3.7: Initial Site Assessment

Crawford shall prepare a limited Phase 1 Initial Site Assessment (ISA) based on the understanding of the provided information and familiarity with similar projects in the County of El Dorado. This project will address eastbound on and offramps. Environmental investigations performed for previous work at this interchange, and on adjacent portions of US Hwy 50 include Geocon's March 2008 "Aerially Deposited Lead, Naturally Occurring Asbestos, and Lead Containing Paint Investigation and Bridge Survey Report" for the Highway 50 Site Investigation, Post Mile 0.16 to 2.30, El Dorado County, California project.

Crawford shall prepare an ISA to identify evidence of Recognized Environmental Conditions (RECs) at the project alignment, or conditions on adjacent properties that are, or have the potential to, impact the subject property. The ISA will consider the findings of Geocon's 2008 report for US Highway 50 and will evaluate other inputs to assess potential environmental impacts in the project alignment and immediate vicinity. The scope of services for the ISA will include:

Records Review: Crawford shall contract with Environmental Risk Information Service (ERIS) to conduct a computerized search of federal, state, local, and tribal environmental agency database records. These database records will be reviewed for information pertaining to the subject property, and properties within ASTM standard search radii applicable to each database. The databases searched will include, at a minimum, all databases specified in ASTM E1527-21.

Physical Setting Review: The ISA will also include a summary of geologic conditions underlying the subject property based on readily available geologic mapping from the US Geological Survey, the California Geological Survey, and Geocon's 2008 investigation; and a summary of hydrogeologic conditions (including depth to groundwater and regional groundwater flow, if readily available) based on information from websites maintained by the State of California.

Historical Land Use Review: ERIS will provide historical aerial photographs, historical USGS topographic maps, city directories, and Sanborn fire insurance maps (where available) for the project alignment and vicinity. Crawford shall review these data to develop a history of general property uses for the project alignment and surrounding parcels back to the project alignment's first development, or 1940, whichever is earlier.

Site Reconnaissance: Crawford shall perform a walking reconnaissance of the subject project alignment to observe current conditions. Conditions on adjacent parcels will be observed from the public right-of-way. The reconnaissance will include observations of geologic, hydrogeologic, and topographic conditions; uses and storage of hazardous materials and wastes, if appropriate; general conditions inside of existing temporary structures; and the presence of underground and aboveground storage tanks, drums, wells, electrical equipment, condition of vegetation, odors, and sewage/waste disposal.

Vicinity Survey: Reconnaissance will include a windshield survey of general conditions in the subject property vicinity, including adjacent parcels and nearby suspect facilities identified by the records review.

Interviews: Crawford shall make reasonable attempts to interview environmental agency personnel for information that might bear on the project alignment and immediately surrounding parcels. As warranted by the findings, current and past property owners, tenants, and key site managers will be interviewed to clarify information relative to adjacent parcels, where warranted. Crawford shall also contact the County of El Dorado Environmental Management Department to inquire about department knowledge pertaining to the subject property or other properties in the site vicinity.

Report of Findings: A report documenting our assessment will be prepared for the project. The report will include, but not necessarily be limited to, the following:

- Description of the subject property and vicinity
- Summary of the physical setting, local geologic conditions, and hydrogeologic conditions
- Summary of the historical record review and historical site usage
- Findings from the records review
- Site reconnaissance observations
- Interview results
- Findings, Opinions, and Conclusions: including a summary of RECs, and a discussion of significant data gaps and data failures
- Recommendations: As warranted by the findings

Deliverables:

- Draft and final ISA Report

Duration:

- Draft ISA Report shall be submitted within three (3) months following submittal of the preliminary geometric plans, cross sections, and updated planning level estimate
- Final ISA Report shall be submitted within two (2) weeks of receiving comments

Item of Work 3.8: Prepare Design Standard Decision Document

CONSULTANT shall prepare any Fact Sheets for Exceptions to Design Standards identified during this preliminary phase. It is anticipated that one mandatory standard (local road access) and one advisory standard (side slopes) will require exceptions.

Deliverables:

- Draft and final Design Exception Fact Sheets (five (5) copies))

Duration:

- Draft Design Exception Fact Sheets shall be submitted concurrent with sixty-five (65%) PS&E
- Final Design Exception Fact Sheets shall be submitted concurrent with one hundred percent (100%) PS&E

Item of Work 3.9: Supplemental Project Report

CONSULTANT shall prepare the Draft Project Report following the guidelines in the Caltrans Project Development Procedures Manual, Appendix K, Project Report. The Draft Project Report will summarize the engineering and environmental technical studies, state the purpose and need for the project, present alternatives considered, develop construction costs estimates use the Caltrans format, and discuss the overall impacts and benefits of the project.

A final version of the Project Report will be prepared in accordance with the Caltrans Project Development Procedures Manual - Appendix K, Preparation for Guidelines for Project Reports.

The Project Report will include the following:

- Cover sheet with vicinity map
- Signature Sheet
- Recommendation of Preferred Alternative
- Project Background, Purpose, and Need
- Traffic
- Discussion and analysis of proposed alternatives
- Hazardous Waste, Resource Conversation, Right-of-Way issues
- Environmental Determination and Environmental Issues (including Hazardous Materials)
- Transportation Management Plan
- Other considerations as appropriate
- Funding and Scheduling
- Agreements required (Cooperative, Maintenance, Freeway)

All supporting engineering technical studies will be completed for the final project report and updated as reviews and response to comments occur as part of project development project process.

Deliverables:

- Draft and final Supplemental Project Report (five (5) copies))

Duration:

- Draft Supplemental Project Report shall be submitted concurrent with Draft CEQA EIR Addendum
- Final Supplemental Project Report shall be submitted after completion of the Final CEQA and NEPA documentation

Item of Work 3.10: Complete Streets Decision Documentation

CONSULTANT shall prepare the Caltrans Complete Streets Decision Document in accordance with the Caltrans Project Development Procedures Manual Appendix FF. This document will be Initially created prior to achieving the Environmental Revalidation and will be reviewed and updated prior to Plans, Specifications, and Estimate (PS&E) approval.

Deliverables:

- Draft and final Complete Streets Decision Document

Duration:

- Draft Complete Streets Decision Document shall be submitted within four (4) months following submittal of the preliminary geometric plans, cross sections, and updated planning level estimate
- Final Complete Streets Decision Document shall be submitted within two (2) weeks of receiving comments

Item of Work 3.11: Right of Way Data Sheet

CONSULTANT shall prepare a right of way needs map including known easements and utilities. A parcel listing will be prepared to include the Assessor's Parcel Number (APN), owner, existing parcel acreage, required acquisition area, required temporary construction easement area, and a comments section to identify purpose and need for the permanent and temporary rights to construct improvements and existing encumbrances known on the project. Existing encumbrances will be identified by the COUNTY and provided to CONSULTANT.

CONSULTANT's subconsultant, Dokken Engineering (Dokken) shall prepare a right of way data sheet consistent with the Caltrans guidelines in the Project Development Procedures and Right of Way Manuals.

Deliverables:

- Draft and final Right of Way Data Sheet

Duration:

- Draft Right of Way Data Sheet shall be submitted within three (3) months following submittal of the preliminary geometric plans, cross sections, and updated planning level estimate

- Final Right of Way Data Sheet shall be submitted within two (2) weeks of receiving comments

TASK 4 - SURVEYS, MAPPING & UTILITY POTHOLING – PLANNING - AS03 (WBS Activity ID)

Item of Work 4.1: Supplemental Design Surveys

CONSULTANT shall coordinate survey needs with the COUNTY Surveyor for topographic mapping and supplemental design surveys.

Item of Work 4.2: Potholing Utilities

CONSULTANT shall review the existing utilities within the construction area for the project and identify which utilities require potholing as required by the Caltrans High and Low Risk Utility policy. CONSULTANT shall work with the COUNTY to establish potholing locations. Bess Corporation (Bess) shall provide vacuum excavation utility location and associated surveying for up to six pothole locations.

The utility will be exposed using vacuum excavation. The point of excavation will be as determined by markings provided by Underground Services Alert (USA). USA will be called for markings 48 hours in advance of scheduled work. Bess is not responsible for errors in the markings provided by USA. If the markings are not accurate, Bess may be required to vacuum excavate additional holes to locate the utility. Additional holes beyond the budgeted six holes would require a separate scope and budget to be prepared and approved by the COUNTY. The COUNTY will be notified immediately upon confirmation of an inaccurate USA marking.

It is assumed that Bess will be granted permission to access and locate utilities on both public and private right-of-way. Permission will be acquired by the COUNTY for private properties and COUNTY right-of-way. For state right-of-way Caltrans will provide permission. Areas within existing roadway sections will be neatly cut at approximately twelve (12)*inch square. Excavated material will be removed from the site and the pothole backfilled with Controlled Density Fill (CDF) and surface cold asphalted where applicable. If any of these locations are not within the areas to be repaved as part of the interchange reconstruction project, CONSULTANT shall work with the COUNTY to locate the holes immediately outside the paved area or will identify an acceptable backfill method.

Once exposed, the top of the utility facility will be surveyed for horizontal and vertical location. COUNTY shall provide survey control within five hundred (500) feet of each potholing location. Bess shall install a PK nail (survey nail) or stake directly above the utility for future use.

Bess shall be responsible for traffic control needed for their operation. Bess shall also obtain permits needed to conduct their operation and site clean-up.

CONSULTANT shall incorporate the utility location data into the plans per Caltrans policy.

Deliverables:

- Potholing utilities (up to six (6) holes))

Duration:

- Potholing work shall be completed within three (3) months following submittal of the utility conflict mapping
- Potholing data shall be submitted within one (1) week of completion of the potholing work

TASK 5 - ENVIRONMENTAL DOCUMENTATION – PLANNING - AS03 (WBS Activity ID)**Item of Work 5.1: Environmental Revalidation**

Dokken shall prepare a brief summary of all previously prepared environmental technical studies and proposed addendums needed to re-validate the National Environmental Policy Act (NEPA) Environmental Assessment (EA). This document will be provided to the COUNTY and Caltrans for concurrence on the required technical study addendums and anticipated level of effort necessary for Caltrans approval. A meeting with Caltrans is anticipated to discuss and determine the level of documentation necessary and is included in this scope.

Dokken shall prepare Natural Environment Study-Minimal Impacts (NES-MI) and Aquatic Resources Delineation Report (ARDR) Addendums to verify biological resources and jurisdictional waters within the Project as well as impacts to these resources. Due to the length of time since the original surveys and record searches, Dokken's environmental team shall conduct a focused presence/absence survey to evaluate the presence of biological resources present in the Project area, and to determine Project's effects to those resources. Prior to conducting this survey, Dokken shall query the California Natural Diversity Database (CNDDDB), United States Fish and Wildlife Service (USFWS), California Native Plant Society (CNPS) Online Databases and any other literature and database resources pertaining to biological resources in the project area. Dokken's environmental team shall also re-map jurisdictional waters and wetlands and will calculate impacts based on the current design. Any new resources and/or impacts will be documented in the NES-MI and ARDR addendums. Additional avoidance and minimization measures will be included if necessary. Based on the results of the previous biological resource documentation, anticipated sensitive species within the Project area include tricolored blackbird, a State threatened species. Should the NES-MI addendum determine that impacts to tricolored blackbird habitat would occur as a result of the proposed project, a CDFW Section 2081(b) Incidental Take Permit would be required during permitting.

Dokken shall conduct cultural resource studies that are necessary for the COUNTY and Caltrans to address requirements of Section 106 of the National Historic Preservation Act and CEQA. Dokken's archaeologist shall complete a supplemental Historic Property Survey Report (HPSR)/ Archaeological Survey Report (ASR) which shall follow the requirements set forth in the Caltrans Standard Environmental Reference Volume II, Cultural Resources and the Section 106 Programmatic Agreement. The supplemental HPSR will include changes to the project features, results of the reinitiated Native

American consultation, updated research methods and results, and overall findings. An updated cultural resource records search shall be conducted at the North Central California Information Center, located at California State University Sacramento.

Further, due to changes to the project features, Native American consultation may be required to be reinitiated by Caltrans. If required, Native American consultation will involve Dokken contacting the appropriate Native American groups regarding this project under the direction of Caltrans and the District Native American Coordinator. Additionally, since the project is proposing an Environmental Impact Report (EIR) Addendum under CEQA, which would not be circulated prior to approval by the COUNTY, consultation under AB 52 is not required.

If required, Dokken shall prepare an Air Quality Report Addendum (AQR) consistent with Caltrans, U.S. Environmental Protection Agency (EPA), and Federal Highway Administration (FHWA) standards to assess the air quality and greenhouse gas impacts associated with this phase of the project. CONSULTANT shall identify the project's compliance with the Clean Air Act State Implementation Plan (SIP) and the Sacramento Area Council of Governments' (SACOG) Preferred Blueprint Scenario (2004). The AQR will verify that the project satisfies regional conformity requirements. Emissions of localized particulate matter less than 2.5 microns in diameter (PM_{2.5}) and less than 10 microns in diameter (PM₁₀) associated with the project would also be addressed. Air quality impacts under NEPA and CEQA would be evaluated in relation to the project.

The AQR will include an assessment of project related localized PM_{2.5} and PM₁₀ impacts, using EPA's December 2021 guidance document, Transportation Conformity Guidance for Quantitative Hot-Spot Analyses in PM_{2.5} and PM₁₀ Nonattainment and Maintenance Areas. The analysis will also provide a qualitative assessment of potential emissions of mobile source air toxics (MSATs). FHWA's 2016 Interim Guidance Update on Air Toxic Analysis in NEPA documents would be used to evaluate the project's MSAT impacts. Impacts from project construction and operational emissions would be compared to thresholds established by the Air Pollution Control District for criteria pollutants.

An Air Quality Conformity Analysis may also be required by Caltrans and is included in this scope with a qualitative Particulate Matter Hot-Spot analysis, which will require FHWA concurrence prior to approval of the NEPA Revalidation. Dokken shall work with the COUNTY and Caltrans to prepare the appropriate Interagency Consultation (IAC) documentation for SACOG, which would require FHWA and EPA concurrence, as needed, for the project.

If required by Caltrans, Dokken shall prepare a Noise Study Report Addendum consistent with the Caltrans Noise Analysis Protocol (April 2020) and Technical Noise Supplement (TeNS) to address traffic noise impacts on land uses with outdoor seating areas such as the existing restaurants and fast-food businesses located adjacent to the proposed project. Due to the lapse in time since the original noise study, changes in the number of sensitive receptors, and preparation of an updated traffic study, a Noise Study Report Addendum may be required.

Ambient noise level measurements will be conducted to establish the existing noise environment at representative receptor locations. Short-term (15-minute) noise level measurements will be made at up to four locations to document the existing noise environment and to calibrate the traffic noise model.

The Federal Highway Administration (FHWA) Traffic Noise Model (TNM), Version 2.5, will be used to evaluate the traffic noise levels associated with the Existing, Future No Build, and Build Alternative. Model input data include peak-hour traffic volumes, vehicle mix among autos, medium and heavy trucks, vehicle speeds, ground attenuation factors, and roadway configurations. Existing roadway traffic noise will be calculated as baseline conditions, using concurrent traffic counts obtained during ambient noise level measurement. The future traffic conditions will assume either the worst-case traffic condition or the projected traffic volumes provided in the traffic study, whichever is lower.

Noise abatement measures (noise barriers) designed to reduce long-term traffic noise impacts by 5 A-weighted decibel (dBA) or more, as required to be feasible, will be evaluated. The total reasonable allowance will be calculated for each noise barrier.

If feasible noise barriers are identified in the Noise Impact Analysis, Dokken shall prepare a Noise Abatement Decision Report (NADR). The report will summarize the preliminary reasonableness determination from the Noise Study Report (NSR), present the engineer's cost estimate for the evaluated abatement, evaluation of non-acoustical factors related to feasibility, preliminary noise abatement decision, and secondary effects of abatement (impacts on cultural resources, scenic views, hazardous materials, and biology). Dokken shall prepare the NADR consistent with the Caltrans' report guidelines with the best information available.

If required, Dokken shall prepare a Water Quality Memorandum Addendum to address the potential for project impacts on water quality based on current Caltrans guidelines (Environmental Handbook Volume 1, Chapter 9, Water Quality). The memorandum will discuss receiving waters conditions, objectives, and beneficial uses, as well as Caltrans standard best management practices (BMPs) and project design features required in accordance with the current COUNTY's Statewide Storm Water Management Plan. In accordance with the National Pollution Discharge Elimination System (NPDES) general construction activity stormwater discharge permit, applicable requirements will be identified.

If required, Dokken shall prepare a visual impact assessment addendum for this phase of the Project. The report will include an updated discussion of any applicable topics including thresholds for significance; an overview of applicable local, state, and federal policies and guidelines regarding visual resources (including the general plan and state scenic highway guidelines); a description of the regional visual character and area-specific landscape view shed units (which comprise the baseline conditions for assessing aesthetic impacts); a characterization of viewer groups and their responses to changes in views; an impact analysis which will focus on changes in key views, overall visual character, nighttime light, and daytime glare; and recommendations and mitigation measures to lessen potential project impacts. New visual simulations are not anticipated and are not included in this scope.

Assuming that there are no potentially new significant or substantially different impacts and that there are no considerably different mitigation measures, an EIR Addendum will be appropriate. Dokken shall prepare an Addendum to the CEQA EIR that will update the project description and construction phasing plan. The Addendum will also outline that any changes to environmental conditions or impacts based on updated technical studies. The CEQA Addendum is anticipated be approved by COUNTY staff or can be taken to the COUNTY Board of Supervisors for their approval, depending on the COUNTY's preference. No public circulation is necessary. Higher level CEQA documentation is not included in this scope but can be provided if it is determined to be necessary.

Dokken shall coordinate with Caltrans to prepare a NEPA Revalidation Form. The Revalidation will outline the changes to the project description and construction phasing plan as well as any applicable environmental analysis from the updated technical studies. The revalidation would identify any new impacts or avoidance, minimization, or mitigation measures from the technical studies. Dokken shall provide an updated Environmental Commitment Record as an attachment to the NEPA Revalidation Form.

Deliverables:

- Revalidation scoping document
- Natural Environmental Study – Minimal Impacts and Aquatic Resources Delineation Report Addendums
- Supplemental Historic Property Survey Report
- Supplemental Archaeological Survey Report
- Air Quality Report Addendum (Optional)
- Air Quality Conformity Analysis Report (Optional)
- Interagency Consultation documentation (Optional)
- Noise Study Report (Optional)
- Noise Abatement Decision Report (Optional)
- Water Quality Assessment (Optional)
- Visual Impact Assessment Addendum (Optional)
- CEQA EIR Addendum
- NEPA Environmental Assessment (EA) Revalidation

Duration:

- All draft technical study deliverables listed in the base scope for environmental revalidation shall be submitted within six (6) months of Kickoff meeting, with the exception of the Air Quality Report, Air Quality Conformity Analysis, Noise Study Report, and Noise Abatement Decision Report
- The draft Air Quality Report, Air Quality Conformity Analysis, Noise Study Report, and Noise Abatement Decision Report deliverables listed in the base scope for environmental revalidation shall be submitted within three (3) months of obtaining updated traffic data
- The draft CEQA EIR Addendum and NEPA EA Revalidation deliverables listed in the base scope for environmental revalidation shall be submitted within two (2) months of completion of all draft technical study deliverables
- Final deliverables listed in the base scope for environmental revalidation shall be submitted within 6 weeks of receiving comments

- Submittal durations for optional deliverables to be agreed upon between County and Consultant and specified in the Notice to Proceed for the deliverable

TASK 6 - PREPARE 65% PS&E – DESIGN - AS03 (WBS Activity ID)

Item of Work 6.1: Roadway and Structure PS&E

CONSULTANT shall prepare and submit sixty-five percent (65%) Plans to the COUNTY and Caltrans for review and comment. This scope allows a PDT Meeting to be held after the review period to expedite the comment period and to assist in the communication within the Team.

Deliverables:

- Sixty-five percent (65%) 11" x 17" plans
- Unchecked structure plans
- Draft Final Foundation Report
- Draft road plans

Duration:

- Sixty-five percent (65%) plans shall be submitted within four (4) months of Notice to Proceed #2 issuance and completion of Geotechnical Design and Materials Report

Item of Work 6.2: Prepare Electrical Systems PS&E

CONSULTANT's subconsultant, Y&C shall obtain electronic base plan and as-built electrical plans from CONSULTANT and verify them in the field. Y&C shall use VISUAL software to perform photometric analysis. Based on the collected information, Y&C shall prepare plans, specifications, and estimates (PS&E) for the following electrical items:

- Lighting
- Ramp metering
- Traffic signal
- Street lighting
- Temporary signal
- Temporary lighting

Y&C shall submit electrical PS&E to Caltrans and County of El Dorado for review at Sixty-five percent (65%), ninety-five percent (95%), and one hundred percent (100%) level. Any comments by review agencies will be incorporated into final PS&E. Y&C shall answer questions from the bidders and assist the COUNTY in issuing bid addendum as necessary.

Deliverables:

- Photometric analysis
- Permanent electrical plans (estimate fifteen (15) sheets))
- Temporary electrical plans (estimate nine (9) sheets))
- Technical specifications and construction cost estimate

Duration:

- Sixty-five percent (65%), ninety-five percent (95%), and one hundred percent (100%) deliverables corresponding to the Electrical Systems PS&E shall be submitted concurrently with the Sixty-five percent (65%), ninety-five percent (95%), and one hundred percent (100%) submittals for the road and structure plans

Item of Work 6.3: Independent Design Check

CONSULTANT shall perform an independent check of the design after submittal of the sixty-five percent (65%) plans. The plans will be reviewed for completeness, constructability, and conformance to design criteria. This involves a completely independent analysis of the project using the sixty-five percent (65%) plans by an engineer that has not been directly involved in the design. Based upon the independent check and agreement to revisions by the checker and designer, the plans will be revised as appropriate.

Deliverables:

- Independent check comments and resolution

Duration:

- Independent check comments and resolution shall be submitted within two (2) months following submittal of the sixty-five percent (65%) plans

TASK 7 - 95% PS&E submittal – DESIGN - AS03 (WBS Activity ID)**Item of Work 7.1: 95% PS&E**

CONSULTANT shall revise the sixty-five percent (65%) plans based on comments received and prepare and submit ninety-five percent (95%) plans, specifications, and estimate. CONSULTANT shall conduct a Draft plans, specifications, and estimate adjudication meeting to review the submittal with the PDT.

CONSULTANT shall prepare cost estimates for the proposed project at ninety-five percent (95%), and one hundred percent (100%) submittals.

Quantities will be developed in accordance with standard Caltrans pay items. Caltrans Construction Cost Database or other databases as directed by the COUNTY, will be used to estimate item prices. Project estimates will show individual pay items, quantities, and costs as well as a project cost summary, including appropriate supplemental work items and contingencies.

CONSULTANT shall prepare contract technical specifications to be submitted at the 95% and 100% submittals. The technical specifications will be based on the Caltrans Standard Specifications and Special Provisions.

The technical specifications will be submitted with the plans according to the Caltrans submittal process. COUNTY will advertise, award, and administer the construction contract as provided for in the pending cooperative agreement between the State and the COUNTY.

Deliverables:

- Ninety-five percent (95%), 11" x 17" plans
- Ninety-five percent (95%), special provisions
- Ninety-five percent (95%), engineer's estimate
- Checked and signed structure plans
- Design calculations
- Design check calculations
- Edited structure special provisions
- Memo to specification engineer/estimator
- Cost estimate
- Original and checked quantity calculations with summary sheets
- Working day schedules
- Final Foundation Report
- Complete road plans
- Roadway special provisions
- CONSULTANT quality control checklist

Duration:

- Ninety-five percent (95%), PS&E deliverables shall be submitted within four (4) months of receiving sixty-five percent (65%) plan comments

Item of Work 7.2: Quality Assurance, Quality Control and Constructability Review Program

CONSULTANT (senior level engineer) shall review the entire draft PS&E (ninety-five percent (95%) PS&E) package for uniformity, compatibility, and constructability.

The review will include, but not be limited to, comparing plans for conflicts or inconsistencies, and to assure that the final design is in accordance with all environmental documents, project report, permit requirements, hydraulics reports, and foundation recommendations. The specifications and estimate will be reviewed for consistency with the plans, and to assure that each construction item has been covered. A meeting will be held with the Quality Assurance/Quality Control (QA/QC) reviewer, Project Manager, and Project Engineer to resolve comments. The Project Engineer shall incorporate changes to the plans, specifications, and estimate as appropriate.

Deliverables:

- QA/QC Comments and Resolutions

Duration:

- QA/QC Comments and Resolutions shall be submitted concurrently with the one hundred percent (100%) Final PS&E submittal (Item of Work 8.1)

TASK 8 - 100% FINAL PS&E submittal, ADVERTISE AND AWARD – DESIGN - AS03 (WBS Activity ID)

Item of Work 8.1: One hundred percent (100%) PS&E

Upon receiving comments from the COUNTY, Caltrans, and other stakeholders, each comment will be reviewed, discussed and addressed in writing. All apparent conflicts will be resolved in person or via telephone/fax as necessary.

The CONSULTANT team shall finalize plan sheets, special provisions, and cost estimate based upon response to meaningful comments received from the Draft plans, specifications, and estimate submittals. COUNTY will use camera ready set for reproducing contract documents for prospective bidders.

This scope does not include revisions to the plans, specifications, or estimate after submittal of the one hundred percent (100%) final PS&E. If revisions are required a separate scope and budget would need to be prepared and approved by the COUNTY.

It is assumed that the COUNTY will provide for reproduction of the contract package for prospective bidders.

Deliverables:

- One hundred percent (100%) 11" x 17" plans
- One hundred percent (100%) special provisions
- One hundred percent (100%) engineer's estimate
- Roadway design cross sections at 50-foot intervals
- Full size set signed plans
- Full size set roadway design cross sections
- Design surfaces in LandXML format
- Quantity calculations including checker's set
- Final structure plans
- Signed structure plans
- Full size reproducible of final structure plans
- Road plans
- Roadway special provisions
- Resident Engineer's pending file

Duration:

- One hundred percent (100%) PS&E deliverables shall be submitted within six (6) weeks of receiving ninety-five percent (95%) PS&E comments

Item of Work 8.2: Prepare RE and Surveyor Files

CONSULTANT shall prepare the Resident Engineer's File. Included in this file will be copies of the environmental document and any notes from the designer regarding unusual or unique items and any other information that the Resident Engineer should be made aware. CONSULTANT shall also prepare the Surveyor's File including copies of all survey staking notes generated by our design software for both finished sub-grade and final roadway grade, and copies of alignments and calculations.

Deliverables:

- Resident Engineer's File
- Surveyor's File

Duration:

- Resident Engineer and Surveyor Files shall be submitted concurrently with the one hundred percent (100%) Final PS&E submittal (Item of Work 8.1)

Item of Work 8.3: Prepare Construction Schedule

CONSULTANT shall prepare a construction schedule to estimate the number of working days to be included in the construction contract. The schedule will be done using Microsoft Project format and provided electronically.

Deliverables:

- Construction Schedule

Duration:

- Construction Schedule shall be submitted within one (1) month following the one hundred percent (100%) Final PS&E submittal (Item of Work 8.1)

Item of Work 8.4: Bidding Assistance

At the COUNTY's request, CONSULTANT may provide assistance on an as-needed basis in the advertising of the project. While the project is being advertised for bids, questions concerning the intent of the construction plans and specifications may be referred to CONSULTANT for resolution. In the event that any items requiring interpretation in the drawings or specifications are discovered during the bidding period, said items will be analyzed by the CONSULTANT team and recommendations provided for decision by the COUNTY as to the proper procedure required. Corrective action taken will either be in the form of an addendum prepared by CONSULTANT and/or COUNTY, or by change order after the award of the construction contract. CONSULTANT shall assist the COUNTY in responding to bidders' inquiries, preparing addenda, clarifications, attending pre-bid meetings and bid openings, providing ongoing consultation and interpretation of the construction documents.

This item of work provides for up to one hundred twenty eight (128) hours of CONSULTANT staff time.

Item of Work 8.5: Award Recommendation

At the COUNTY's request, CONSULTANT may review the bid results and provide recommendations to the COUNTY for awarding the construction contract. This item of work provides for up to 48 hours of CONSULTANT staff time.

Item of Work 8.6: Pre-Construction Meeting

At the COUNTY's request, CONSULTANT may attend the pre-construction meeting held between the Resident Engineer and the contractor prior to the start of actual construction activities.

This item of work provides for up to thirty-two (32) hours of CONSULTANT staff time.

Consor North America, Inc.

Exhibit B

Rate Schedule

Labor by Classification	Hourly Rate
Principal Engineer	\$80 - \$135
Senior Engineer	\$55 - \$125
Associate Engineer	\$45 - \$90
Engineering Designer I	\$35 - \$55
Engineering Designer II	\$40 - \$70
Engineering Designer IX	\$55 - \$95
Professional Engineer VII	\$45 - \$90
CAD Manager	\$39 - \$75
CAD Tech*	\$30 - \$65
Student Intern*	\$18 - \$31
Senior Project Manager	\$65 - \$125
Project Manager I	\$55 - \$115
Project Manager Assistant*	\$30 - \$60
Administrative Assistant*	\$20 - \$60
Overhead Rate	180.00%
Other Direct Costs	
Office Computer & Software	Included in Overhead
Office Phone/Cell/Fax	Included in Overhead
Reproduction	
In office	Included in Overhead
Vendor	Cost
Delivery	Cost
Mileage (\$0.625/mi.)	Current Federal Rate
Other Travel	Cost
Subconsultants	Cost
Short Term Per Diem	up to \$180 per day
Long Term Per Diem	up to \$120 per day
Miscellaneous	Cost
Fee	
Labor + Overhead	12%
Other Direct Costs	0%

Subconsultants' Services, Other Direct Costs, Materials, Printing, Permit Fees, Delivery Charges, Filing Fees, Checking Fees, Reproductions, and Outside Services:

Subconsultants' services, other direct costs, materials, printing, permit fees, delivery charges, filing fees, checking fees, reproductions, subconsultants' services, and outside services shall be invoiced in accordance with ARTICLE II, Compensation for Services.

Travel and Mileage Reimbursement:

Travel and mileage will be reimbursed in accordance with ARTICLE VII, Cost Principles and Administrative Requirements.

Notes:

*Overtime rates apply to these classifications and will typically be charged at 1.5 times the hourly rate.

Labor Costs to be invoiced based on actual hourly rate plus overhead plus fee.

Other Direct Costs to be invoiced at actual cost-plus Fixed fee.

County and Consor agree that the Indirect Cost Rate shall remain unchanged for a multi-year contract.

If contract period exceeds three years from date of notice to proceed, rates will be adjusted with an amendment to this agreement.

Conсор North America, Inc.

Exhibit C

Cost Proposal

Item of Work	Description		Cost
Task 1	Project Management	\$	44,553.00
Task 2	Prepare Preliminary Geometric Plans and Planning Level Estimate	\$	21,914.00
Task 3	Engineering Technical Studies	\$	72,630.00
Task 4	Surveys, Mapping, and Utility Potholing	\$	12,988.00
Task 5	Environmental Documentation	\$	15,994.00
	CONSULTANT – Other Direct Costs	\$	250.00
	CONSULTANT Subtotal:	\$	168,329.00
Task 1	Project Management	\$	102,576.00
Task 6	Prepare 65% PS&E	\$	461,404.00
Task 7	95% PS&E Submittal	\$	246,168.00
Task 8	100% Final PS&E Submittal, Advertise and Award	\$	233,189.00
	CONSULTANT – Other Direct Costs	\$	1,250.00
	CONSULTANT Subtotal	\$	1,044,587.00
	CONSULTANT TOTAL	\$	1,212,916.00
Subconsultants:			
Dokken Engineering			
Task 3	Engineering Technical Studies	\$	7,540.00
Task 5	Environmental Documentation	\$	92,236.00
	Other Direct Costs	\$	500.00
	Dokken Subtotal:	\$	100,276.00

DKS			
Task 3	Engineering Technical Studies	\$	92,167.00
	Other Direct Costs	\$	2,500.00
		DKS Subtotal: \$	94,667.00
Crawford & Associates			
Task 3	Engineering Technical Studies	\$	102,576.00
	Other Direct Costs	\$	75,310.00
		Crawford & Associates Subtotal: \$	177,886.00
Bennett Engineering Services			
Task 3	Engineering Technical Studies	\$	115,441.00
	Other Direct Costs	\$	250.00
		Bennett Engineering Subtotal: \$	115,691.00
Bess Corporation			
Task 4	Surveys, Mapping, and Utility Potholing	\$	17,863.00
	Other Direct Costs	\$	3,230.00
		Bess Corporation Subtotal: \$	21,093.00
Y&C			
Task 6	Prepare 65% PS&E	\$	131,033.00
	Other Direct Costs		535.00
		Y&C Subtotal: \$	131,568.00
		SUBCONSULTANT TOTAL: \$	641,181.00
		TOTAL COST ESTIMATE: \$	1,854,097.00

All expenses and their distribution among Tasks and Items of Work are estimates only. This Exhibit represents the composition of the total not-to-exceed budget for this Agreement. In the performance of the Scope of Work to be provided in accordance with this cost estimate, CONSULTANT may request to reallocate the expenses listed herein among the various Scope of Work tasks and Other Direct Costs identified herein, including reallocating such expenses between subconsultants identified herein, subject to COUNTY's Contract Administrator's prior written approval. In no event shall the total not-to-exceed amount of the Agreement be exceeded.

Consor North America, Inc.

Exhibit D

INTEREST OF CONSULTANT DISCLOSURE STATEMENT

Disclosure of Conflicts

In accordance with ARTICLE XIII, Conflict of Interest, in the space provided below, and on supplemental sheets as necessary, (a) CONSULTANT shall disclose any financial, business or other relationship with COUNTY that may have an impact upon the outcome of this Agreement or any ensuing COUNTY construction project; and (b) CONSULTANT shall disclose current clients who may have a financial interest in the outcome of this Agreement or any ensuing COUNTY construction project.

none to report

Certification

The undersigned hereby certifies that, to the best of his or her knowledge and belief, no interest exists that is required to be disclosed in this Interest of CONSULTANT Disclosure Statement, other than as disclosed above.

R. Brent Lemon
R. Brent Lemon (Jul 5, 2023 10:23 PDT)

Signature

R. Brent Lemon

Name

Vice President

Title

Consor North America, Inc.

Company Name

07/05/2023

Date

Conсор North America, Inc.
Exhibit E
DISCLOSURE OF LOBBYING ACTIVITIES

COMPLETE THIS FORM TO DISCLOSE LOBBYING ACTIVITIES PURSUANT TO 31 U.S.C. 1352

<p>1. Type of Federal Action:</p> <p><input type="checkbox"/> a. contract <input type="checkbox"/> b. grant <input type="checkbox"/> c. cooperative agreement <input type="checkbox"/> d. loan <input type="checkbox"/> e. loan guarantee <input type="checkbox"/> f. loan insurance</p>	<p>2. Status of Federal Action</p> <p><input type="checkbox"/> a. bid/offer/application <input type="checkbox"/> b. initial award <input type="checkbox"/> c. post-award</p>	<p>3. Report Type:</p> <p><input type="checkbox"/> a. initial <input type="checkbox"/> b. material change</p> <p>For Material Change Only: year _____ quarter _____ date of last report _____</p>
<p>4. Name and Address of Reporting Entity</p> <p><input type="checkbox"/> Prime <input type="checkbox"/> Subawardee Tier _____, if known</p> <p>Congressional District, if known _____</p>	<p>5. If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of Prime:</p> <p>Congressional District, if known _____</p>	
<p>6. Federal Department/Agency:</p>	<p>7. Federal Program Name/Description:</p> <p>CFDA Number, if applicable _____</p>	
<p>8. Federal Action Number, if known:</p>	<p>9. Award Amount, if known:</p>	
<p>10. a. Name and Address of Lobby Entity (If individual, last name, first name, MI)</p>	<p>b. Individuals Performing Services (including address if different from No. 10a) (last name, first name, MI)</p>	
<p>(attach Continuation Sheet(s) if necessary)</p>		
<p>11. Amount of Payment (check all that apply)</p> <p>\$ _____ <input type="checkbox"/> actual <input type="checkbox"/> planned</p>	<p>13. Type of Payment (check all that apply)</p> <p><input type="checkbox"/> a. retainer <input type="checkbox"/> b. one-time fee <input type="checkbox"/> c. commission <input type="checkbox"/> d. contingent fee <input type="checkbox"/> e. deferred <input type="checkbox"/> f. other, specify _____</p>	
<p>12. Form of Payment (check all that apply):</p> <p><input type="checkbox"/> a. cash <input type="checkbox"/> b. in-kind; specify: nature _____ Value _____</p>		
<p>14. Brief Description of Services Performed or to be performed and Date(s) of Service, including officer(s), employee(s), or member(s) contacted, for Payment Indicated in Item 11:</p> <p>(attach Continuation Sheet(s) if necessary)</p>		
<p>15. Continuation Sheet(s) attached: Yes <input checked="" type="checkbox"/> No <input type="checkbox"/></p>		
<p>16. Information requested through this form is authorized by Title 31 U.S.C. Section 1352. This disclosure of lobbying reliance was placed by the tier above when his transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to Congress semiannually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.</p>	<p align="right">Signature: <u>R. Brent Lemon</u> <small>R. Brent Lemon (Jul 5, 2023 10:23 PDT)</small></p> <p align="right">Print Name: <u>R. Brent Lemon</u></p> <p align="right">Title: <u>Vice President, Principal Engineer</u></p> <p align="right">Telephone No.: <u>916-799-4910</u> Date: <u>07/05/2023</u></p>	
<p>Authorized for Local Reproduction Standard Form - LLL</p>		

Federal Use Only:

Standard Form LLL Rev. 04-28-06

Distribution: Orig-Local Agency Project Fil

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Exhibit E

INSTRUCTIONS FOR COMPLETION OF SF-LLL, DISCLOSURE OF LOBBYING ACTIVITIES

This disclosure form shall be completed by the reporting entity, whether subawardee or prime federal recipient at the initiation or receipt of covered federal action or a material change to previous filing pursuant to title 31 U.S.C. Section 1352. The filing of a form is required for such payment or agreement to make payment to lobbying entity 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 a covered federal action. Attach a continuation sheet for additional information if the space on the form is inadequate. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered federal action for which lobbying activity is and/or has been secured to influence, the outcome of a covered federal action.
2. Identify the status of the covered federal action.
3. Identify the appropriate classification of this report. If this is a follow-up report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last, previously submitted report by this reporting entity for this covered federal action.
4. Enter the full name, address, city, state and zip code of the reporting entity. Include Congressional District if known. Check the appropriate classification of the reporting entity that designates if it is or expects to be a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the first tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.
5. If the organization filing the report in Item 4. checks "Subawardee" then enter the full name, address, city, State and zip code of the prime federal recipient. Include Congressional District, if known.
6. Enter the name of the federal agency making the award or loan commitment. Include at least one organization level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the federal program name or description for the covered federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans and loan commitments.
8. Enter the most appropriate federal identifying number available for the federal action identification in item 1 (e.g., Request for Proposal (RFP) number, Invitation for Bid (IFB) number, grant announcement number, the contract grant. or loan award number, the application/proposal control number assigned by the federal agency). Include prefixes, e.g., "RFP-DE-90-001."
9. For a covered federal action where there has been an award or loan commitment by the Federal agency, enter the federal amount of the award/loan commitments for the prime entity identified in item 4 or 5.
10. Enter the full name, address, city, state and zip code of the lobbying entity engaged by the reporting entity identified in Item 4. to influenced the covered federal action.
11. Enter the full names of the individual(s) performing services and include full address if different from 10 (a). Enter Last Name, First Name and Middle Initial (MI).
12. Enter the amount of compensation paid or reasonably expected to be paid by the reporting entity (Item 4) to the lobbying entity (Item 10). Indicate whether the payment has been made (actual) or will be made (planned). Check all boxes that apply. If this is a material change report, enter the cumulative amount of payment made or planned to be made.
13. Check the appropriate box(es). Check all boxes that apply. If payment is made through an in-kind contribution, specify the nature and value of the in-kind payment.
14. Check the appropriate box(es). Check all boxes that apply. If other, specify nature.
15. Provide a specific and detailed description of the services that the lobbyist has performed or will be expected to perform and the date(s) of any services rendered. Include all preparatory and related activity not just time spent in actual contact with federal officials. Identify the federal officer(s) or employee(s) contacted or the officer(s) employee(s) or Member(s) of Congress that were contacted.
16. Check whether or not a continuation sheet(s) is attached.
17. The certifying official shall sign and date the form, print his/her name title and telephone number.

Public reporting burden for this collection of information is estimated to average 30-minutes per response, including time for reviewing instruction, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, D.C. 20503.

Consor North America, Inc.

Exhibit F

California Levine Act Statement

California Levine Act Statement

California Government Code section 84308, commonly referred to as the "Levine Act," prohibits any officer of El Dorado County from participating in any action related to a contract if he or she receives any political contributions totaling more than two hundred and fifty dollars (\$250) within the previous twelve (12) months, and for twelve (12) months following the date a final decision concerning the contract has been made, from the person or company awarded the contract. The Levine Act also requires disclose of such contribution by a party to be awarded a specific contract. An officer of El Dorado County includes the Board of Supervisors, and any elected official (collectively "Officer"). It is the CONSULTANT's responsibility to confirm the appropriate "officer" and name the individual(s) in their disclosure.

Have you or your company, or any agent on behalf of you or your company, made any political contributions of more than \$250 to an Officer of the County of El Dorado in the twelve months preceding the date of the submission of your proposals or the anticipated date of any Officer action related to this contract?

YES NO

If yes, please identify the Officer(s) by name:

Do you or your company, or any agency on behalf of you or your company, anticipate or plan to make any political contribution of more than \$250 to an Officer of the County of El Dorado in the twelve months following any Officer action related to this contract?

YES NO

If yes, please identify the Officer(s) by name:

Answering YES to either of the two questions above does not preclude the County of El Dorado from awarding a contract to your firm or any taking any subsequent action related to the contract. It does, however, preclude the identified Officer(s) from participating in any actions related to this contract.

07/05/2023

Date

R. Brent Lemon
R. Brent Lemon (Jul 5, 2023 10:23 PDT)

Signature of authorized individual

Consor North America, Inc.
Type or write name of company

R. Brent Lemon-Vice President
Type or write name of authorized individual

Conсор North America, Inc.

Exhibit G

IRAN CONTRACTING ACT CERTIFICATION

(Public Contract Code Section 2200 *et seq.*)

As required by California Public Contract Code Section 2204, I certify subject to penalty for perjury that: (i) I am duly authorized to execute this certification on behalf of Consultant; and (ii) the option checked below relating to Consultant's status in regard to the Iran Contracting Act of 2010 (Public Contract Code Section 2200 *et seq.*) is true and correct:

Consultant is not:

(i) identified on the current list of persons and entities engaging in investment activities in Iran prepared by the California Department of General Services in accordance with subdivision (b) of Public Contract Code Section 2203; or

(ii) a financial institution that extends, for 45 days or more, credit in the amount of \$20,000,000 or more to any other person or entity identified on the current list of persons and entities engaging in investment activities in Iran prepared by the California Department of General Services in accordance with subdivision (b) of Public Contract Code Section 2203, if that person or entity uses or will use the credit to provide goods or services in the energy sector in Iran.

County has exempted Consultant from the requirements of the Iran Contracting Act of 2010 after making a public finding that, absent the exemption, County will be unable to obtain the goods and/or services to be provided pursuant to the contract.

Signed R. Brent Lemon
R. Brent Lemon (Jul 5, 2023 10:23 PDT)

Titled Vice President, Principal Engineer

Firm Conсор North America, Inc.

Date 07/05/2023

Note: In accordance with Public Contract Code Section 2205, false certification of this form shall be reported to the California Attorney General and may result in civil penalties equal to the greater of \$250,000 or twice the contract amount, termination of the contract and/or ineligibility to bid on public contracts for three years.