

Ghirardelli Associates, Inc.

Construction Management and Support Services for the Diamond Springs Parkway – Phase 1A – SR-49 Realignment Project

AGREEMENT FOR SERVICES #3285

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 Ghirardelli Associates, Inc., a corporation duly qualified to conduct business in the State of California, whose principal place of business is 2055 Gateway Place, Suite 410, San Jose, California 95110 and whose local office address is 2990 Lava Ridge Court, Suite 230, Roseville, California 95661 (hereinafter referred to as "CONSULTANT");

RECITALS

WHEREAS, COUNTY has determined that it is necessary to obtain a consultant to assist its Community Development Services, Department of Transportation with construction management and support services for the Diamond Springs Parkway – Phase 1A – SR-49 Realignment Project;

WHEREAS, CONSULTANT has represented to COUNTY that it is specially trained, experienced, expert, and competent to perform the special services required hereunder, and COUNTY has determined to rely upon such representations;

WHEREAS, it is the intent of the parties hereto that such services be in conformity 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 authorized by El Dorado County Charter, Section 210(b)(6) and/or Government Code Section 31000;

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

ARTICLE I

Scope of Services:

- A. CONSULTANT's services are to be provided specifically in support of the Diamond Springs Parkway – Phase 1A – SR-49 Realignment Project (hereinafter referred to as "Project").
- B. CONSULTANT shall perform all professional and technical services, work, and tasks required to accomplish the objectives set forth herein, and shall provide and make available CONSULTANT's own personnel, subconsultants, materials, equipment, vehicles, and services necessary to perform construction

management support services for the Project. Services shall include, but not be limited to, those tasks as identified in Exhibit A, marked "Scope of Work," incorporated herein and made by reference a part hereof, or as identified in the individual Task Orders and/or Work Orders, as applicable, to be issued in accordance with this Agreement.

Unless otherwise indicated below, and notwithstanding any other provision of this Agreement to the contrary, deliverables for the specific items of work to be provided under the Scope of Work identified in Exhibit A hereto shall be as specified in Exhibit A, shall be prepared using the software described in section E of this Article, and shall be submitted in accordance with the timeframes and formats specified in Exhibit A. Adjustments to the completion times specified in Exhibit A may only be made in accordance with the prior written approval (may consist of an email) of County's Contract Administrator.

- C. In addition to the specific services identified in Exhibit A, this Agreement may also include Optional Tasks, as subsequently identified during the course of work under this Agreement by COUNTY's Contract Administrator. Such Optional Tasks may supplement or modify the Scope of Work identified in Exhibit A, hereto, or may include, but not be limited to, additional items of work that are deemed critical by COUNTY's Contract Administrator to the furtherance of completing the Project.

Before proceeding with any work concerning Optional Tasks under this Agreement, the parties will identify the specific services to be provided for each assignment in individual Task Orders or Work Orders, to be issued in accordance with this Agreement. COUNTY's Contract Administrator will issue a written Task Order for work assignments where the not-to-exceed cost itemization is greater than \$50,000. COUNTY's Contract Administrator will issue a written Work Order for work assignments where the not-to-exceed cost itemization is \$50,000 or less.

The specific services for each Optional Task assignment shall be determined at a meeting or telephone conference between CONSULTANT and COUNTY's Contract Administrator, or designee, to discuss the needs, applicable design standards, required deliverables, specific CONSULTANT staff, subconsultants, if applicable, any necessary permits, and any task-related mileage budget, if applicable, on a task-by-task basis. Within an agreed timeframe as determined by COUNTY's Contract Administrator, following the meeting or telephone conference, CONSULTANT shall provide COUNTY's Contract Administrator with a written scope of work for the Optional Tasks, a schedule including a list of tasks with completion dates, a target completion date for the overall scope of work, and a not-to-exceed cost itemization to complete the work (resulting in a Task Order or a Work Order, as applicable), which shall require written approval, authorization, and written notification to proceed from COUNTY's Contract Administrator, prior to commencement of the work. No payment will be made for any Optional Task work performed prior to approval and full execution of the Task Order or Work Order, and no payment will be made for amounts in excess of the not-to-exceed amount of the Task Order or Work Order.

For emergency and unanticipated/unplanned construction support services, the specific services for each assignment shall be determined at a pre-service meeting, telephone conference or by email between CONSULTANT and COUNTY's Contract Administrator or COUNTY's Contract Administrator's designee to discuss the needs, applicable standards, required deliverables, specific CONSULTANT staff, subconsultants (if required), and estimated costs associated with each specific service on an item-by-item basis. At the conclusion of the pre-service meeting, telephone conference or email exchange, COUNTY's Contract Administrator will provide CONSULTANT with verbal authorization to proceed. COUNTY's Contract Administrator shall follow up the verbal authorization with a written authorization to proceed in the form of a Work Order, to CONSULTANT via email or fax, with the specific emergency or unanticipated/unplanned services to be performed.

CONSULTANT shall provide COUNTY's Contract Administrator with the names and titles of CONSULTANT's representatives that are authorized to bind CONSULTANT by signing Task Orders and Work Orders and Task Order and Work Order Amendments, as applicable, on CONSULTANT's behalf. CONSULTANT's notification of individuals authorized to execute Task Orders and Work Orders and Task Order and Work Order Amendments on CONSULTANT's behalf shall be communicated to COUNTY in accordance with the provisions of ARTICLE XXIX, Notice to Parties, of this Agreement.

The period of performance for Task Orders or Work Orders issued for Optional Tasks, if any, shall be in accordance with dates specified in each Task Order or Work Order. No payment will be made for any work performed before or after the period of performance in the Task Order or Work Order, unless COUNTY's Contract Administrator and CONSULTANT amend the Task Order or Work Order, if applicable. No Task Order or Work Order will be written which extends beyond the expiration date of this Agreement, or which exceeds the cumulative total of the Optional Tasks Estimate amount.

- D. COUNTY shall review CONSULTANT'S progress at key points as specified in Exhibit A and in any issued Task Orders or Work Orders. Milestone reviews shall be performed for the specific products and deliverables listed in Exhibit A, and in any issued Task Orders or Work Orders. Milestones may only be changed by written agreement (may consist of an email) between COUNTY's Contract Administrator, or designee and CONSULTANT.
- E. If a submittal or deliverable is required to be an electronic file, CONSULTANT shall produce the file using Microsoft (MS) Office 2010 applications (specifically, MS Word, MS Project and MS Excel). Signed reports shall be submitted in Adobe portable document format (PDF). All digital photographs shall be submitted on CD-ROMs in jpeg format with a minimum resolution of 2816 X 2112. Electronic AutoCAD 2015 or AutoCAD Civil 3D 2015 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 engineering applications (e.g., Autodesk/Civil 3D 2015 and ASCII file formats) 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 identified in Exhibit A or in the individual Task Orders or Work Orders that may be issued for Optional Tasks pursuant to this Agreement. Failure to submit the required deliverables in the format required shall be grounds for termination of the Agreement, as provided in ARTICLE VI, Termination, herein.

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. CONSULTANT shall be responsible for the supervision, administration, and work performed by any subconsultant for services rendered under this Agreement.

ARTICLE II

Compensation for Services: For services provided herein, including all of the deliverables described in Exhibit A and in the individual Task Orders and/or Work Orders issued pursuant to this Agreement, 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. The billing rates specified in Exhibit B shall include direct salary cost, employee benefits, overhead, and fee, as applicable. Subconsultant services and other direct costs shall be invoiced at CONSULTANT's cost, without markup, for the services rendered.

Other direct costs including special reproductions, delivery charges, and other outside services authorized herein, shall be invoiced at CONSULTANT's cost, 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 Human Resources rates. References to the 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.

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.

For the purposes of budgeting the items of work identified in Exhibit A, the maximum allowable billing amounts for each item of work are described in Exhibit C, marked "Cost Estimate," incorporated herein and made by reference a part hereof. The amounts indicated in Exhibit C represent the composition of the total not-to-exceed budget for the various Items of Work. In the performance of the Scope of Work to be provided under this Agreement, CONSULTANT may request to reallocate the expenses listed in Exhibit C among the various Scope of Work Items of Work, Other Direct Costs, Optional Tasks, and subconsultant identified therein, 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.

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. CONSULTANT also remains responsible for directly filing its certified payroll with the Department of Industrial Relations.

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. The reports shall be sufficiently detailed for COUNTY's Contract Administrator to determine if CONSULTANT is performing to expectations and is on schedule, to provide communication of interim findings, and to afford occasions for airing difficulties or special circumstances encountered so that remedies can be developed. COUNTY's review of these reports will ensure that CONSULTANT's work meets a level of acceptability as determined by COUNTY's Contract Administrator, and CONSULTANT shall be required to modify its work as necessary to meet that level of acceptability as defined by COUNTY's Contract Administrator. Separate detail shall be provided for each ongoing Task Order or Work Order, if any, issued pursuant to this Agreement. Progress reports shall include the total number of hours worked by CONSULTANT and any authorized subconsultants and shall include descriptions 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 go into effect upon execution, contingent upon approval by COUNTY, and CONSULTANT shall commence work after notification to proceed by COUNTY's Contract Administrator. The Agreement shall end three (3) years thereafter, unless extended by contract amendment.
- 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. CONSULTANT will be reimbursed for hours worked at the hourly rates specified in CONSULTANT's Cost Proposal for the Project. The specified hourly rates shall include direct salary costs, employee benefits, overhead, and fee. These rates are not adjustable for the performance period set forth in this Agreement.
- B. In addition, CONSULTANT will be reimbursed for incurred (actual) direct costs other than salary costs that are in the cost proposal and identified in Exhibit C and in the fully executed Work Order issued, if any.
- C. Reimbursement for transportation and subsistence costs shall not exceed the rates as specified in the approved Cost Proposal for the Project.
- D. When milestone cost estimates are included in the approved Cost Proposal, CONSULTANT shall obtain prior written approval for a revised milestone cost estimate from COUNTY's Contract Administrator before exceeding such estimate.
- E. Progress payments for the Agreement will be made in arrears based on services provided and actual costs incurred.
- F. CONSULTANT shall not commence performance of work or services until this Agreement has been approved by COUNTY and notification to proceed has been issued by COUNTY's Contract Administrator. No payment will be made prior to approval or for any work performed prior to approval of this Agreement.
- G. CONSULTANT will be reimbursed, as promptly as fiscal procedures will permit upon receipt by COUNTY's Contract Administrator of itemized invoices. Invoices shall be submitted no later than forty-five (45) calendar days after the performance of work for which CONSULTANT is billing. Invoices shall detail the work performed on each milestone of the Project. Invoices shall follow the format stipulated for the approved Cost Proposal and shall reference this Agreement number, Project title, the Work Breakdown Structure (WBS) Activity Identification Codes (Activity IDs) applicable for

each item of work, and shall include the beginning and ending dates of the overall period of service. Final invoice must contain the final cost and all credits due COUNTY including any equipment purchased under the provisions of ARTICLE XI, Equipment Purchase, of this Agreement. The final invoice should be submitted within sixty (60) calendar days after completion of CONSULTANT's work. Invoices shall be mailed to COUNTY at the following address:

County of El Dorado
Community Development Services
Administration and Finance
2850 Fairlane Court
Placerville, California 95667
Attn.: Accounts Payable

or to such other location as COUNTY directs.

- H. The total amount payable by COUNTY shall not exceed the amount agreed to in the Agreement, unless authorized by contract amendment.
- I. If CONSULTANT fails to satisfactorily complete a deliverable according to the schedule set forth in Exhibit A or in the Work Order, if any, no payment will be made until the deliverable has been satisfactorily completed.
- J. The total amount payable by COUNTY shall not exceed \$861,000.
- K. Salary increases will be reimbursable if the new salary is within the salary range identified in the approved Cost Proposal and is approved by COUNTY's Contract Administrator.

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

ARTICLE VI

Termination:

- A. COUNTY reserves the right to terminate this Agreement, or any Task Order or Work Order issued pursuant to this Agreement, upon thirty (30) calendar days written notice to CONSULTANT with the reasons for termination stated in the Notice of Termination. If such prior termination is effected, COUNTY will pay for satisfactory services rendered prior to the effective dates, as set forth in the Notice of Termination provided to CONSULTANT, and for such other services which COUNTY may agree to in writing as necessary for contract resolution. In no event, however, shall COUNTY be obligated to pay more than the not-to-exceed amount of the Task Order or Work Order or the total amount of this Agreement, as applicable. 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.

- B. COUNTY may terminate this Agreement with CONSULTANT should CONSULTANT fail to perform the covenants herein contained at the time and in the manner herein provided. In the event of such termination, COUNTY may proceed with the work in any manner deemed proper by COUNTY. If COUNTY terminates this Agreement with CONSULTANT, 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.
- C. The maximum amount for which COUNTY shall be liable if this Agreement is terminated is the not-to-exceed amount of the Task Order or Work Order or the total amount of this Agreement, as applicable.
- D. Default: Upon the occurrence of any default of the provisions of this Agreement, a party shall give written notice of said default to the party in default (notice). If the party in default does not cure the default within ten (10) days of the date of notice (Time to Cure), then such party shall be in default. The Time to Cure may be extended at the discretion of the party giving notice. 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.

Notice given under this section shall specify the alleged default and the applicable Agreement provision and shall demand that the party in default perform the provisions of this Agreement within the applicable period of time. No such notice shall be deemed a termination of this Agreement unless the party giving notice so elects in this notice, or the party giving notice so elects in a subsequent written notice after the Time to Cure has expired.

- E. Bankruptcy: This Agreement, at the sole option of COUNTY, shall be terminable in the case of bankruptcy, voluntary or involuntary, or insolvency of CONSULTANT.
- F. Ceasing Performance: COUNTY may terminate this Agreement in the event CONSULTANT ceases to operate as a business or otherwise becomes unable to substantially perform any term or condition of this Agreement.
- G. Termination or Cancellation without Cause: CONSULTANT shall comply with the requirements of this Article, regarding administrative, contractual, or legal remedies in instances of default, termination, or cancellation and with other terms and conditions of COUNTY's grant funding agreements that provide for such sanctions and penalties as may be appropriate in instances where contract terms are violated or breached.
- H. 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 contract or by other means.

ARTICLE VII

Cost Principles and Administrative Requirements:

- A. CONSULTANT agrees that the Contract Cost Principles and Procedures, 48 C.F.R. Federal Acquisition Regulations System, Chapter 1, Part 31.000 et seq., shall be used to determine the cost allowability of individual items.
- B. CONSULTANT also agrees to comply with federal procedures in accordance with 2 C.F.R. § 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 2 C.F.R. § 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards and 48 C.F.R. Federal Acquisition Regulations System, Chapter 1, Part 31.000 et seq., 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, no reimbursements for mileage (mileage is included in CONSULTANT's hourly billing rate) and travel and subsistence (per diem) expenses 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.

ARTICLE VIII

Retention of Records/Audit: For the purpose of determining compliance with Public Contract Code Section 10115, et seq. and Title 21, California Code of Regulations, Chapter 21, Section 2500 et seq., when applicable, and other matters connected with the performance of the Agreement pursuant to Government Code Section 8546.7; CONSULTANT, subconsultants, and COUNTY shall maintain and make available for inspection all books, documents, papers, accounting records, and other evidence pertaining to the performance of the Agreement, including but not limited to, the costs of administering the Agreement. All parties shall make such materials available at their

respective offices at all reasonable times during the Agreement period and for three (3) years from the date of final payment under the Agreement. The state, State Auditor, or COUNTY shall have access to any books, records, and documents of CONSULTANT and its certified public accountants (CPA) work papers that are pertinent to the Agreement and indirect cost rates (ICR) for audit, examinations, excerpts, and transactions, and copies thereof shall be furnished if requested.

ARTICLE IX

Audit Review Procedures:

A. Any dispute concerning a question of fact arising under an interim or post audit of this Agreement that is not disposed of by agreement shall be reviewed by COUNTY's 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 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 contracts, including cost proposals and ICR, are subject to audits or reviews such as, but not limited to, a contract audit, an incurred cost audit, an ICR Audit, or a CPA ICR audit work paper review. If selected for audit or review, the Agreement, cost proposal and ICR, and related work papers, if applicable, will be reviewed to verify compliance with 48 C.F.R., Part 31 and other related laws and regulations. In the instances of a CPA ICR audit work paper review it is CONSULTANT's responsibility to ensure state 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's 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 state or local governments have access to CPA work papers, will be considered a breach of contract terms and cause for termination of the Agreement and disallowance of prior reimbursed costs.

The provisional ICR will apply to this Agreement and all other contracts executed between COUNTY and 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 the CONSULTANT.

B. CONSULTANT shall perform the work contemplated with resources available within its own organization and no portion of the work pertinent to this 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. CONSULTANT shall pay its subconsultants within ten (10) calendar days from receipt of each payment made to CONSULTANT by COUNTY.

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

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

F. 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 therein or as identified in the individual Task Orders and/or Work Orders issued 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. Specific subconsultants shall be authorized in individual Task Orders and Work Orders issued pursuant to 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.

ARTICLE XI

Equipment Purchase:

A. Prior authorization in writing by COUNTY's Contract Administrator shall be required before CONSULTANT enters into any unbudgeted purchase order or subcontract exceeding \$5,000 for supplies, equipment, or CONSULTANT

services. CONSULTANT shall provide an evaluation of the necessity or desirability of incurring such costs.

- B. For purchase of any item, service, or consulting work not covered in CONSULTANT's Cost Proposal and exceeding \$5,000, prior 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: "The CONSULTANT shall maintain an inventory of all nonexpendable property. Nonexpendable property is defined as having a useful life of at least two (2) years and an acquisition cost of \$5,000 or more. If the purchased equipment needs replacement and is sold or traded in, COUNTY shall receive a proper refund or credit at the conclusion of the 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 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 C.F.R. § 200, requires a credit to Federal funds is required when participating equipment with a fair market value greater than \$5,000 is credited to the project.

ARTICLE XII

State Prevailing Wage Rates:

- A. CONSULTANT shall comply with the State of California's General Prevailing Wage Rate requirements in accordance with California Labor Code Section 1770, and all Federal, State, and local laws and ordinances applicable to the work.
- B. Any subcontract entered into as a result of this Agreement, if for more than \$25,000 for public works construction or more than \$15,000 for the alteration, demolition, repair, or maintenance of public works, shall contain all of the provisions of this Article, unless the awarding agency has an approved labor compliance program by the Director of Industrial Relations.
- C. When prevailing wages apply to the services described in the scope of work, transportation and subsistence costs shall be reimbursed at the minimum rates set by the Department of Industrial Relations (DIR) as outlined in the applicable Prevailing Wage Determination. See <http://www.dir.ca.gov>.
- D. No contractor or subcontractor may bid on any public works project, be listed in a bid proposal for any public works project, or engage in the performance of any contract

for public work unless registered with the Department of Industrial Relations pursuant to Labor Code sections 1725.5 and 1771.1.

Note: The Federal "Payment of Predetermined Minimum Wage" applies only to federal-aid construction contracts.

ARTICLE XIII

Conflict Of Interest:

A. CONSULTANT shall disclose any financial, business, or other relationship with COUNTY that may have an impact upon the outcome of this 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 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.

C. CONSULTANT hereby certifies that neither CONSULTANT, its employees, nor any firm affiliated with CONSULTANT providing services on this project prepared the Plans, Specifications, and Estimate for any construction project named in the individual Task Order or Work Order, as applicable. An affiliated firm is one, which is subject to the control of the same persons through joint- ownership, or otherwise.

D. CONSULTANT further certifies that neither CONSULTANT, nor any firm affiliated with CONSULTANT, will bid on any construction subcontracts included within the construction contract. Additionally, CONSULTANT certifies that no person working under this Agreement is also employed by the construction contract or for any project included within this Agreement.

E. Except for subconsultants whose services are limited to materials testing, no subconsultant who is providing service on this Agreement shall have provided services on the design of any project included within this Agreement.

F. The parties to this Agreement have read and are aware of the provisions of Government Code Section 1090 et seq. and Section 87100 relating to conflict of interest of public officers and employees. CONSULTANT attests that it has no current business or financial relationship with any COUNTY employee(s) that would constitute a conflict of interest with provision of services under this Agreement and will not enter into any such business or financial relationship with any such employee(s) during the term of this Agreement. COUNTY represents that it is unaware of any financial or economic interest of any public officer or employee of CONSULTANT relating to this Agreement. It is further understood and agreed that if such a financial interest does exist at the

inception of this Agreement either party may immediately terminate this Agreement by giving written notice as detailed in ARTICLE VI, Termination, herein.

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 local agency appropriated funds have been paid or will be paid by-or-on behalf of CONSULTANT to any person for influencing or attempting to influence an officer or employee of any state or federal agency; a Member of the State Legislature or United States Congress; an officer or employee of the Legislature or Congress; or any employee of a Member of the Legislature or Congress, in connection with the awarding of any state or federal contract; the making of any state or federal grant; the making of any state or federal loan; the entering into of any cooperative agreement; and the extension, continuation, renewal, amendment, or modification of any state or federal contract, grant, loan, or cooperative agreement.
2. If any funds other than federal appropriated funds have been paid, or will be paid, to any person for influencing or attempting to influence an officer or employee of any federal agency; a Member of Congress; an officer or employee of Congress, or an employee of a Member of Congress; in connection with this federal contract, grant, loan, or cooperative agreement, CONSULTANT shall complete and submit Standard Form-LLL, "Disclosure 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 Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

C. CONSULTANT also agrees by signing this document that he or she shall require that the language of this certification be included in all lower-tier subcontracts, which

exceed \$100,000 and that all such sub recipients shall certify and disclose accordingly.

ARTICLE XVI

Statement of Compliance:

- A. CONSULTANT's signature affixed herein, and dated, shall constitute a certification under penalty of perjury under the laws of the State of California that CONSULTANT has, unless exempt, complied with the nondiscrimination program requirements of Government Code Section 12990 and Title 2, California Administrative Code, Section 8103.
- B. During the performance of this Agreement, CONSULTANT and its subconsultants shall not unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of sex, race, color, ancestry, religious creed, national origin, physical disability (including HIV and AIDS), mental disability, medical condition (e.g., cancer), age (over 40), marital status, genetic information, gender, gender identity, gender expression, sexual orientation, or military and veteran status, and denial of family care leave. CONSULTANT and subconsultants shall insure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. CONSULTANT and subconsultants shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code § 12900 [a-f] et seq.) and the applicable regulations promulgated there under (California Code of Regulations, Title 2, Section 7285 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code Section 12900 (a-f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations, are incorporated into this Agreement by reference and made a part hereof as if set forth in full. CONSULTANT and its subconsultants shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other Agreement.
- C. CONSULTANT shall comply with regulations relative to Title VI (nondiscrimination in federally-assisted programs of the Department of Transportation – Title 49 Code of Federal Regulations, Part 21 - Effectuation of Title VI of the 1964 Civil Rights Act). Title VI provides that the recipients of federal assistance will implement and maintain a policy of nondiscrimination in which no person in the state of California shall, on the basis of race, color, national origin, religion, sex, age, or disability, be excluded from participation in, denied the benefits of, or subject to discrimination under any program or activity by the recipients of federal assistance or their assignees and successors in interest.
- D. CONSULTANT, with regard to the work performed by it during the Agreement, shall act in accordance with Title VI. Specifically, CONSULTANT shall not discriminate on the basis of race, color, national origin, religion, sex, age, or disability in the selection and retention of subconsultants, including procurement of materials and leases of equipment. CONSULTANT shall not participate either

directly or indirectly in the discrimination prohibited by Section 21.5 of the U.S. DOT's Regulations, including employment practices when the Agreement covers a program whose goal is employment.

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 has complied with Title 2 C.F.R. § 180, "OMB Guidelines to Agencies on Government wide Debarment and Suspension (nonprocurement)," which certifies that he/she or any person associated therewith in the capacity of owner, partner, director, officer, or manager, is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any federal agency; has not been suspended, debarred, voluntarily excluded, or determined ineligible by any federal agency within the past three (3) years; does not have a proposed debarment pending; and has not been indicted, convicted, or had a civil judgment rendered against it by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past three (3) years. Any exceptions to this certification must be disclosed to COUNTY.
- B. Exceptions will not necessarily result in denial of recommendation for award, but will be considered in determining CONSULTANT responsibility. Disclosures must indicate to whom exceptions apply, initiating agency, and dates of action.
- C. Exceptions to the Federal Government Excluded Parties List System maintained by the General Services Administration are to be determined by the Federal Highway Administration.

ARTICLE 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: Services rendered under this Agreement shall be performed in accordance with the guidelines set forth in the current edition of the *Caltrans Construction Manual*, *Caltrans Bridge Construction Records and Procedures (BCRP) Manual*, *Caltrans Materials Testing Manual*, *Caltrans Local Assistance Procedures Manual*, *Caltrans Source Inspection Quality Management Plan Outline*, *Manual on Uniform Traffic Control Devices*, *Caltrans Concrete Technology Manual*, *Caltrans Foundation Manual*; *Caltrans Trenching and Shoring Manual*, *Caltrans Storm Water Pollution Prevention Manual*, the El Dorado County Department of Transportation's Quality Assurance Program, ASTM testing procedures, and all other applicable Caltrans, Federal Highway Administration (FHWA), federal, state and local laws, COUNTY guidelines and accepted industry standards, and shall be performed in a safe, professional, skillful and workmanlike manner in accordance with good engineering

practices. Where applicable, services shall further conform to all U.S. Code of Federal Regulation Title 23 requirements and all applicable federal laws, regulations and policy and procedural or instructional memoranda.

Material testing and Quality Control/Assurance shall conform to the current edition of the *Caltrans Construction Manual*, the *Caltrans Construction Manual Supplement for Local Agency Resident Engineers*, the *Caltrans Local Agency Structural Representative Guidelines* and Caltrans' California Test Methods and shall be performed by a material-tester certified by the State.

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 Task Orders or Work Orders issued pursuant to 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, 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/quality assurance (QC/QA) plan in effect during the entire time work is being performed under this Agreement. Prior to the start of any work, CONSULTANT shall provide COUNTY with its QC/QA plan and an outline of the Project-specific quality control/quality procedures. CONSULTANT shall identify quality control reviews to ensure compliance with the major deliverables within the Scope of Work for 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, permits, and certifications that are legally required for CONSULTANT and its subconsultants 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: Upon completion or earlier termination of all services under this Agreement, or upon the completion or earlier termination of services provided in accordance with individual Task Orders and/or Work Orders issued pursuant to this Agreement, ownership and title to all reports, documents, plans, maps, specifications, estimates, compilations, photographs, videos, and any and all other materials or data

produced or obtained as part of this Agreement will automatically be vested in COUNTY without restriction or limitation on their use, and no further agreement will be necessary to transfer ownership to COUNTY. Copies may be made for CONSULTANT's records, but shall not be furnished to others without prior written authorization from COUNTY's Contract Administrator. Such deliverables shall be deemed works made for hire and all rights in copyright therein shall be retained by COUNTY. CONSULTANT shall furnish COUNTY all necessary copies of data, including data stored in electronic format, needed to complete the review and approval process of the services and deliverables provided under this Agreement.

ARTICLE XXIII

CONSULTANT's Project Manager: CONSULTANT designates Charles Dory, Project Manager, 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 authorized under this Agreement including, but not limited to, (1) assigning qualified personnel to perform the required work and to prepare the deliverables required by the individual Task Orders and Work Orders issued 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. Project Manager must be a registered engineer in the State of California.

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. 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. There shall be no change in CONSULTANT's Project Manager or subconsultants, which shall be established at the issuance of individual Task Orders and Work Orders, 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 agreed that in all matters pertaining to this Agreement, CONSULTANT shall act as CONSULTANT only to COUNTY and shall not act as CONSULTANT to any other individual or entity affected by this Agreement nor provide information in any manner to any party outside of this Agreement that would conflict with CONSULTANT's responsibilities to COUNTY during the term hereof.

ARTICLE XXVI

Confidentiality:

- A. CONSULTANT and any subconsultants authorized under this Agreement shall maintain the confidentiality and privileged nature of all records, including billing records, all financial, statistical, personal, technical, or other data and information relative to COUNTY's operations together with any knowledge therein acquired, in accordance with all applicable state laws and regulations, as they may now exist or may hereafter be amended or changed. CONSULTANT, and all CONSULTANT's staff, employees, and representatives, including any subconsultants authorized herein, shall not use or disclose, directly or indirectly at any time, any said confidential information, other than to COUNTY's Community Development Services, Department of Transportation or to such person with COUNTY's consent for the purpose of, and in the performance of, this Agreement.
- B. Permission granted by COUNTY to disclose information on one occasion shall not authorize CONSULTANT or any subconsultants authorized under this Agreement to further disclose such information, or disseminate the same on any other occasion.
- C. CONSULTANT and any subconsultants authorized under this Agreement shall not comment publicly to the press or any other media regarding this Agreement or COUNTY's actions on the same, except to COUNTY's staff, CONSULTANT's own personnel or authorized subconsultants involved in the performance of this Agreement, at public hearings or in response to questions from COUNTY's Board of Supervisors.
- D. CONSULTANT and any subconsultants authorized under this Agreement shall not issue any news release or public relations item of any nature, whatsoever, regarding services performed or to be performed under this Agreement without prior review of the contents thereof by COUNTY, and receipt of COUNTY's Contract Administrator's written permission.
- E. All information related to any construction estimates prepared or otherwise obtained in the performance of this Agreement is confidential, and shall not be disclosed by CONSULTANT to any entity other than to COUNTY.
- F. Any subcontract entered into as a result of this Agreement shall contain all of the provisions of this Article.
- G. This confidentiality provision shall survive after the expiration or earlier termination of this Agreement.

ARTICLE XXVII

Independent Contractor/Liability: 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, associates, and subcontractors, if any

are authorized herein, as they relate to services to be provided under this Agreement during the course and scope of their employment.

CONSULTANT shall be responsible for performing the work under this Agreement in a safe, professional, skillful, and workmanlike manner in accordance with good engineering practices and shall be liable for its own negligence and negligent acts of its employees and subconsultants. COUNTY shall have no right of control over the manner in which work is to be done and shall, therefore, not be charged with responsibility of preventing risk to CONSULTANT or its employees, agents, associates, representatives, or subconsultants.

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 and/or any Task Order or Work Order issued pursuant to 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
Community Development Services
Department of Transportation
2850 Fairlane Court
Placerville, California 95667

Attn.: Matthew D. Smeltzer, P.E.
Deputy Director, Engineering
Fairlane Engineering Division

With a copy to:

County of El Dorado
Community Development Services
Administration and Finance Division
2850 Fairlane Court
Placerville, California 95667

Attn.: Michele Weimer
Administrative Services Officer
Contracts & Procurement Unit

or to such other location as COUNTY directs.

Notices to CONSULTANT shall be addressed as follows:

Ghirardelli Associates, Inc.
2990 Lava Ridge Court, Suite 230
Roseville, California 95661

Attn.: Randall Bruner
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 allowed by law, CONSULTANT shall defend, indemnify, and hold harmless the COUNTY and its officers, agents, employees and representatives from and against any and all claims, actions, losses, injuries, damages or expenses of every name, kind, and description, including litigation costs and reasonable attorney's fees incurred, brought for or on account of, injury to or death of any person, including but not limited to workers, COUNTY employees, officers, or agents, and the public, or damage to property, which arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of CONSULTANT, its officers, agents, employees, volunteers, representatives, contractors and subcontractors. This duty of CONSULTANT includes the duty of defense, inclusive of that set forth in California Civil Code Section 2778 and is subject to any limit provided for in Civil Code Section 2782.8(a) of the cost to defend charged to Consultant. Each party shall notify the other party immediately in writing of any claim or damage related to activities

performed under this Agreement. The parties shall cooperate with each other in the investigation and disposition of any claim arising out of the activities under this Agreement.

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 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.
- 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 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 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 as respects 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 as respects 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

Interest of Public Official: No official or employee of COUNTY who exercises any functions or responsibilities in review or approval of services to be provided by CONSULTANT under this Agreement shall participate in or attempt to influence any decision relating to this Agreement which affects personal interest or the interest of any corporation, partnership, or association in which he/she is directly or indirectly interested; nor shall any such official or employee of COUNTY have any interest, direct or indirect, in this Agreement or the proceeds thereof.

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 State and COUNTY Requirements: COUNTY is relying on state funds, 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 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 state and local agency regulations, including those required by 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 C.F.R. § 225, "Cost Principles for State, Local, and Indian Tribal Governments (formerly OMB Circular A-87)"

Circular A-133, revised June 26, 2007, "Audits of States, Local Governments, and Non-Profit Organizations"

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

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

Failure of CONSULTANT to comply with any 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 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 2990 Lava Ridge Court, Suite 230, Roseville, California 95661.

ARTICLE XL

Covenant Against Contingent Fees: By executing this Agreement, CONSULTANT warrants that it has not employed or retained any company or person, other than a bona fide employee working for CONSULTANT, to solicit or secure this Agreement, and that it has not paid or agreed to pay any company or person, other than a bona fide employee, any fee, commission, percentage, brokerage fee, gift, or any other consideration, contingent upon or resulting from the award or formation of this Agreement. For breach or violation of this warranty, COUNTY shall have the right to annul this Agreement without liability or at its discretion to deduct from the Agreement price or consideration, or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift, 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, or in the individual Task Orders and Work Orders issued pursuant to this Agreement.

ARTICLE XLII

Documentation: CONSULTANT shall document the results of its work to the satisfaction of COUNTY and if applicable, the State of California. This may include

preparation of progress and final reports, plans, specifications and estimates, or similar evidence of attainment of the Agreement objectives.

ARTICLE XLIII

Patent Rights: Applicable patent rights provisions described in 41 C.F.R. § 1-9.1 regarding rights to inventions are hereby included in this Agreement as applicable.

CONSULTANT shall incorporate this provision in its subcontracts, if any, in excess of \$25,000.

ARTICLE XLIV

Copyrights: COUNTY may permit copyrighting reports or other Agreement products. If copyrights are permitted, COUNTY 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 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.

CONSULTANT shall incorporate this provision in its subcontracts, if any, in excess of \$25,000.

ARTICLE XLV

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 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 Community Development Services, Department of Transportation Director, or designee, which may consider written or verbal information submitted by CONSULTANT.
- B. Not later than thirty (30) days after completion of all work under any individual Task Order or Work Order issued pursuant to this Agreement, 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.

- D. CONSULTANT's failure to follow this dispute resolution procedure shall constitute a waiver of any and all claims arising out of or related to the dispute and a bar to any further proceedings or legal or equitable remedy.

ARTICLE XLVII

Inspection of Work: CONSULTANT and any subconsultants authorized herein shall permit COUNTY and the State of California to review and inspect the project activities and files at all reasonable times during the performance period of this Agreement, including review and inspection on a daily basis.

ARTICLE 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's Safety Officer and other COUNTY representatives. CONSULTANT's personnel and any subconsultants authorized herein shall wear hard hats and safety vests at all times while working on construction project sites.
- B. Pursuant to the authority contained in Section 591 of the Vehicle Code, COUNTY has determined that there are areas that may be within the limits of certain projects that 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. CONSULTANT must have a Division of Occupational Safety and Health (CAL-OSHA) permit(s), as outlined in California Labor Code Sections 6500 and 6705, prior to the initiation of any practices, work, method, operation, or process related to the construction or excavation of trenches which are five (5) feet or deeper.
- D. Any subcontract entered into as a result of this Agreement, 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. Any 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 Section 10296, CONSULTANT hereby states under penalty of perjury that no more than one final unappealable finding of contempt of court by a federal court has been issued against CONSULTANT within the immediately preceding two-year period, because of CONSULTANT's failure to comply with an order of a federal court that orders CONSULTANT to comply with an order of the National Labor Relations Board.

ARTICLE 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. 1857(h)); Section 508 of the Clean Water Act (33 U.S.C. § 1368); Executive Order 11738; Environmental Protection Agency regulations (40 C.F.R. § 15); 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

Contract Administrator: The COUNTY Officer or employee with responsibility for administering this Agreement is Matthew D. Smeltzer, P.E., Deputy Director, Engineering, Fairlane Engineering Division, Community Development Services, Department of Transportation, or successor.

ARTICLE LV

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 LVI

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 LVII

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 LVIII

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 LIX

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.

Requesting Contract Administrator Concurrence:

By: _____ Dated: _____
Matthew D. Smeltzer, P.E.
Deputy Director, Engineering
Fairlane Engineering Division
Community Development Services
Department of Transportation

Requesting Department Concurrence:

By: _____ Dated: _____
Rafael Martinez, Director
Community Development Services
Department of Transportation

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:
James S. Mitrisin
Clerk of the Board of Supervisors

By: _____ Dated: _____
Deputy Clerk

-- GHIRARDELLI ASSOCIATES, INC. --

By: _____ Dated: _____
Randall Bruner
President
"CONSULTANT"

By: _____ Dated: _____
Raewyn Lelo Butcher
Vice President/Secretary

Ghirardelli Associates, Inc.

Exhibit A

Scope of Work

DELIVERABLES:

Unless otherwise indicated below, and notwithstanding any other provision of this Agreement to the contrary, CONSULTANT shall submit hard copy deliverables via US Mail or in-person delivery and electronic copy deliverables via email to COUNTY's Contract Administrator or designee. All deliverables, whether hard copy or electronic versions, shall be prepared and submitted in accordance with the computer and software requirements of ARTICLE I, Scope of Services, of this Agreement.

Unless otherwise directed by COUNTY's Contract Administrator, the files for the Project will be located at the office provided by COUNTY.

Scope of Work

CONSULTANT shall perform the tasks and items of work below.

1.0 Pre-Construction Phase

1.1 File Review – Activity ID WBS C010E

As part of the plan review process, CONSULTANT shall review the Resident Engineer (RE) Pending File for the Project which contains design assumptions, quantity calculations, materials information, environmental studies, environmentally sensitive area (ESA) action plans, right-of-way documents, Area of Potential Effect (APE) information, permits, utility agreements, survey control point and staking data, and other relevant documents that have been generated during the design process.

1.2 Contract Documents and Reference Manuals – Activity ID WBS C010E

CONSULTANT's RE and inspection staff shall utilize the applicable specifications, manuals, and documents in the administration of the Project. These documents shall include and are not limited to the following:

- 1) Contract Documents, which include the Contract Special Provisions, Project Plans, Engineer's Estimate, Foundation Report, permits, agreements, and Construction Contractors bid documents.
- 2) California Department of Transportation (Caltrans) District 3: Portions of the Project are located on SR-49 which is on the State Highway System (SHS) and State right-of-way and COUNTY has entered into a Cooperative Agreement 03-0525. Caltrans will provide independent quality assurance (IQA) for the portions

of work on the SHS. COUNTY's Contractor (Contractor) will be required to obtain a State of California Encroachment Permit from the Caltrans District 3 Permits Engineer before commencing work.

- 3) Environmental Permits and Commitments which include: California Department of Fish and Wildlife, 1602, streambed alteration agreement, Notification #1600-2016-0217-R2, Dated February 9, 2017; Central Valley Regional Water Quality Control Board Water Quality Certification, Section 401 of the Clean Water Act, WDID No. 5A09CR00163, dated July 21, 2017; and U.S. Army Corps of Engineers Nationwide Permit 14 and San Francisco District Regional Conditions.

Reference manuals and documents that CONSULTANT shall use include: Caltrans Local Assistance Procedures Manual (LAPM); Caltrans Construction Manual, Caltrans Standard Plans and Specifications (2015); Manual on Uniform Traffic Control Devices (MUTCD); Cal-OSHA Construction Safety Orders; Caltrans Bridge Construction Records and Procedures Manuals; Caltrans Concrete Technology Manual; Caltrans Foundation Manual, Caltrans Trenching and Shoring Manual; Caltrans Foundation Manual; Caltrans Local Assistance Structure Representative Guidelines; Caltrans Construction Manual Supplement for Local Assistance Resident Engineers; and Caltrans Storm Water Pollution Prevention Manuals.

CONSULTANT shall set up the Project files and shall submit a written report of CONSULTANT's findings of the review process via email. CONSULTANT shall place a hard copy of the findings report in the Project files. CONSULTANT and COUNTY shall meet for a kick-off meeting within one (1) week of completion of the written report.

Deliverables: Written report of CONSULTANT's findings of the review process via email, within one (1) week of execution of this Agreement. CONSULTANT shall place a hard copy of the findings report in the Project files.

1.3 Document Existing Site Conditions – Activity ID WBS C010E

Prior to breaking ground, CONSULTANT's RE using digital equipment shall photograph and video the entire Project including surrounding properties to develop an as-is condition record. This shall be done in conjunction with COUNTY, Contractor, and local property owners. The complete photographic record shall be maintained by COUNTY in safe keeping with a copy retained by the CONSULTANT's RE for reference during the work. CONSULTANT's Project Team shall also take daily digital photos to document progress and site conditions.

CONSULTANT shall place all digital photographs and videos in the Project files within one (1) week of execution of this Agreement.

Deliverables: Digital photographs and videos shall be placed in the Project files within one (1) week of execution of this Agreement.

1.4 Pre-Construction Conference – Activity ID WBS C010E

CONSULTANT's RE shall organize a pre-construction conference with the Contractor, subcontractors, COUNTY staff, designer, utility companies, construction management team members, oversight agencies, and other interested parties to discuss the Project and associated construction operations. This conference shall also provide a forum for answering questions from the Contractor and other stakeholders as well as addressing issues and coordination that must be performed before work commences. CONSULTANT's RE and Office Engineer (OE) shall prepare an agenda, meeting minutes, and list of attendees. CONSULTANT shall submit the list of attendees and agenda for the meeting via email at least two (2) days before the meeting. CONSULTANT shall submit the minutes and the list of attendees from the meeting via email within two (2) days after the meeting.

Topics to be discussed during the meeting may include:

- Superintendence
- Authority and Lines of Communication
- Order of Work and Scheduling
- Contract Plans and Specifications
- Environmental Permits
- Relations with Caltrans / Encroachment Permit
- Stormwater Pollution Prevention Plan (SWPPP) (Risk Level 2)
- Submittals and Working Drawings
- Requests for Information (RFIs)
- Dispute / Potential Claims Processes
- Utility Coordination
- Safety
- Stage Construction
- Detour Operations
- Traffic Handling & Management
- Labor Compliance
- Equal Employment Opportunity/Disadvantaged Business Enterprises (EEO/DBE) Utilization
- Progress Payment
- Control of Materials
- Surveying and Staking
- Project Coordination (Designer & Stakeholders)
- Changes and Extra Work
- Disputes and Potential Claims Processes
- Public Relations

Deliverables: List of attendees and agenda for the meeting via email at least two (2) days before the meeting. Minutes and the list of attendees from the meeting via email within two (2) days after the meeting. CONSULTANT shall place hard copies of the

agenda, minutes, and attendee list in the Project files within two (2) days after the meeting.

2.0 Construction Phase – Activity ID WBS C010E

CONSULTANT's RE shall be responsible for the contract administration and construction engineering of both the roadway and structures components and retaining and sound walls of the Project. CONSULTANT's RE shall be assisted by the Project site inspector and OE in performing these duties.

2.1 Project Field Office & Document Control – Activity ID WBS C010E

CONSULTANT shall set-up and maintain the Project files utilizing the Caltrans Standard Construction File Management System in accordance with the Caltrans LAPM and Construction Manual. These files (in binders) shall be maintained in COUNTY's furnished office space in Building C at the Fairlane office in Placerville. A set of electronic Project files shall also be maintained in a Dropbox with 24/7 access provided to CONSULTANT's Construction Management (CM) and COUNTY staff. CONSULTANT staff is equipped with laptop computers, combination printer/copier/scanner/fax machines, WiFi devices, cellular smart phones, and digital cameras for maximum efficiency in its assignments and to aide in ensuring the Project records are both comprehensive and current at all times. CONSULTANT staff's vehicles are set-up as mobile offices which provide for the maximum amount of time on the Project site during the work shift.

CONSULTANT shall ensure that all Project filing is performed on at least a weekly basis, except for filing that shall be required on a more frequent basis when specified elsewhere in this Scope of Work or in the Agreement.

Deliverables: Project files and electronic Project files.

2.2 Coordination – Activity ID WBS C010E

CONSULTANT's field team shall report to COUNTY's Project Manager (PM). CONSULTANT's RE shall be the main point of contact with COUNTY staff and shall be responsible for keeping COUNTY staff fully informed of Project progress, issues encountered, and resolution of the issues to verify completion of the work according to COUNTY's requirements. CONSULTANT's RE shall verify that the CM team fully covers the work and that the necessary coordination with COUNTY, Caltrans oversight personnel, property owners, business, schools, environmental agencies, utility companies, other stakeholders, and the Contractor is maintained throughout the life of the Project.

CONSULTANT shall place all data and correspondence pertaining to coordination in the Project files.

Deliverables: Data and correspondence pertaining to coordination shall be placed in the Project files within five (5) working days of creating or receiving such data or correspondence.

2.3 Contract Administration - Activity ID WBS C010E

Under the direction of CONSULTANT's RE, each member of the CM staff shall prepare a Daily Report on each day's activities. In addition to the Daily Reports, construction inspectors shall provide daily item quantity calculations for progress payments for each day measurable work is completed. CONSULTANT's RE shall produce a Daily Resident Engineer's report, summarizing the day's work progress, pertinent conversations with the Contractor and COUNTY staff, and other noteworthy occurrences.

CONSULTANT shall place all data and correspondence pertaining to contract administration in the Project files.

Deliverables: Daily Reports, daily item quantity calculations, Daily Resident Engineer's Reports, and data and correspondence pertaining to contract administration shall be placed in the Project files within five (5) working days of creating or receiving such data or correspondence.

2.3.1 Daily Administration - Activity ID WBS C105E

CONSULTANT's RE shall manage the day-to-day administration of the Project. CONSULTANT's RE shall be the first point of contact with the Contractor. In this position, CONSULTANT's RE shall complete the following:

- Provide written field direction in memorandum form to the Contractor, when necessary.
- Schedule, chair, and document weekly and task specific meetings.
- Oversee the distribution of revised drawings, RFI responses, or other supplemental documents to all affected parties.
- Draft and transmit correspondence to the Contractor giving formal direction and instruction.
- Prepare letters and memorandum to COUNTY, providing informational updates, and requesting opinions and assistance, as needed.
- Manage and perform supplemental Project inspection, as required.
- Coordinate, manage, and review materials sampling and testing activities to be performed by COUNTY's material testing staff.
- Schedule construction staking and surveying to be performed by COUNTY staff.
- Verify grades, staking, and marks set by the Contractor.
- Coordinate field observation of daily reports recording work performed, labor and equipment, issues and resolutions, conversations, materials sampling and

testing, grades/controls checked, item quantities, field measurements, and extra work performed.

- Verify photographic records of the construction operations and verify site conditions are secured.
- Review inspectors' daily reports for completeness and accuracy.
- Verify Project safety reviews are performed and in compliance with laws, orders, and regulations.
- Document progress and operations with photographs, including pre-construction photographs.
- Supervise the preparation of monthly progress pay estimates by the OE.
- Review labor compliance documents, EEO and DBE interviews, tracking, and reports.
- Prepare punch lists, as necessary.

CONSULTANT shall place all data and correspondence pertaining to daily administration in the Project files.

Deliverables: Data and correspondence pertaining to daily administration shall be placed in the Project files within five (5) working days of creating or receiving such data or correspondence.

2.3.2 Weekly Administration - Activity ID WBS C105E

At the conclusion of each work week, a Weekly Statement of Working Days (WSWD) shall be submitted to both the Contractor and COUNTY staff. A Weekly Status of Construction Report tailored to COUNTY's preference shall be sent to all interested parties to summarize the week's activities, the schedule for the following week, status of change orders, outstanding submittal reviews, the Contractor's controlling activities, and status of the contingency balance.

CONSULTANT shall place all data and correspondence pertaining to weekly administration in the Project files.

Deliverables: WSWD, Weekly Status of Construction Report, data and correspondence pertaining to weekly administration shall be placed in the Project files within five (5) working days of creating or receiving such data or correspondence.

2.3.3 Monthly Progress Payments - Activity ID WBS C105E

A progress payment estimate shall be prepared monthly and shall include the quantity and amount to pay, quantity and amount paid to date, and the quantity and amount remaining for each contract item and change order. The estimate shall be prepared using a formatted spreadsheet similar to those used for past projects and many other projects administered by the CM team. CONSULTANT shall submit with each progress

estimate, source documents, and materials on-hand payment requests with supporting documentation if applicable, justifying the item quantities and material values to be paid.

CONSULTANT's RE, inspector and OE shall prepare source documents for payment for work performed for each item listed in the Engineer's Estimate. These source documents shall include calculations, field measures, and field counts to document the exact quantities of item work performed each progress pay period, usually each month with a cutoff date agreed to by COUNTY and the Contractor. These source documents shall be filed in the Project records and shall be the basis for payment as well as the auditable permanent Project records. Before the progress pay estimate is submitted to COUNTY, CONSULTANT's RE and Contractor shall review and reach agreement on the item quantities to be paid, as well as any payments for material on-hand and not incorporated in the work, and any administrative deductions. A monthly submittal consisting of potential change orders, change orders, notification of potential claims, requests for information (RFIs) and RFI log, shop drawing logs, review of record drawings, survey request log, materials testing request and results log, and minutes of the past months meeting shall be provided to COUNTY staff for review.

CONSULTANT shall place all data and correspondence pertaining to payment recommendations in the Project files. CONSULTANT shall submit progress pay estimates to COUNTY on or before the 22nd of every month. If the 22nd falls on a weekend or a holiday, then CONSULTANT shall submit the progress pay estimate to COUNTY on the first working day thereafter. CONSULTANT shall provide the format for the progress pay estimates to COUNTY for review and approval prior to utilization.

Deliverables: Data and correspondence pertaining to payment recommendations shall be placed in the Project files within five (5) working days of creating or receiving such data or correspondence. Progress pay estimates to COUNTY on or before the 22nd of every month. If the 22nd falls on a weekend or a holiday, then CONSULTANT shall submit the progress pay estimate to COUNTY on the first working day thereafter.

2.3.4 Scheduling and Schedule Review - Activity ID WBS C105E

In addition to providing the technical inspection and documentation required to help ensure that the work is built in conformance with the Project plans, CONSULTANT's Project team shall continuously monitor the progress of the work as and how it relates to the approved Critical Path Method (CPM) schedule and included schedule constraints. The baseline schedule, as amended by required monthly updates, shall be utilized as a Project management tool and allow the CM team to look ahead and specifically prepare for upcoming Project scope. This task-specific preparation best positions CONSULTANT to protect COUNTY against defects and deficiencies resulting from inferior workmanship and materials. CONSULTANT's close adherence to the plans, details, and all applicable specifications, is required to properly construct and administer the Project. CONSULTANT and the Contractor familiarize and discuss the intent of each phase of the work prior to the work commencing. This provides an opportunity to identify conflicts and resolutions before they impact quality or progress.

CONSULTANT shall place all data and correspondence pertaining to scheduling and schedule review in the Project files.

Deliverables: Data and correspondence pertaining to scheduling and schedule review shall be placed in the Project files within five (5) working days of creating or receiving such data or correspondence.

2.3.4.1 Schedule Control - Construction Management Responsibilities - Activity ID WBS C105E

CONSULTANT's RE shall review the Contractor's schedule. The review and acceptance of the Contractor's progress schedule is for compliance with the requirements of the contract documents only. The CM team review and acceptance does not expressly or imply, acknowledge, or admit the reasonableness of the logic, durations, manpower, or equipment loading of the Contractor's progress schedule. Review and acceptance of the Contractor's progress schedule does not denote approval and does not relieve the Contractor of any of the Contractor's responsibility for the accuracy or feasibility of the progress schedule, or of the Contractor's ability to meet the interim Project milestone dates and the date of final completion.

The work shall be executed to completion in accordance with the specified Project schedule, subject to adjustment in accordance with the requirements of the contract documents.

CONSULTANT shall place all data and correspondence pertaining to schedule control in the Project files.

Deliverables: Data and correspondence pertaining to schedule control shall be placed in the Project files within five (5) working days of creating or receiving such data or correspondence.

2.3.4.2 Schedule Updates and Monitoring - Activity ID WBS C105E

The construction contract requires the Contractor to submit an updated construction schedule each month. The updated schedules must reflect only the actual completion dates, actual progress, and anticipated future progress.

The CM team shall monitor the Contractor's contract schedule performance for the following:

- Planned start dates compared to actual start dates
- Mobilizing manpower and equipment in time to start the work
- Criticality of the work based on early/late start dates
- Comparing daily progress against planned duration
- Manpower assigned compared to manpower scheduled

- Beginning of work out of sequence
- Starting a work activity without a logical reason
- Stopping a work activity before it is complete
- Status of submittal review process

Any differences between the CM team and the Contractor over schedule performance shall be resolved promptly or referred to discussion with COUNTY's PM for early resolution.

Copies of the status report and construction schedule update are forwarded by CONSULTANT's RE to the CM team and COUNTY's PM. Any comments or disagreements with the Contractor's monthly progress status report shall be directed to the Contractor by CONSULTANT's RE. If the Contractor's progress falls behind schedule, the Contractor shall submit for approval its plan to recover.

CONSULTANT shall place all data and correspondence pertaining to schedule updates and monitoring in the Project files.

Deliverables: Status reports, updated construction schedules, data, and correspondence pertaining to schedule updates and monitoring shall be placed in the Project files within five (5) working days of creating or receiving such data or correspondence.

2.3.4.3 Three Week Look-Ahead - Activity ID WBS C105E

A three (3) week look ahead schedule provides detailed schedule logic for the three (3) week period. CONSULTANT's RE shall request the Contractor to submit a look ahead schedule at each weekly scheduling and coordination meeting. The schedule should be parallel in logic and activities to the Project CPM schedule.

CONSULTANT shall place all data and correspondence pertaining to look-ahead schedules in the Project files.

Deliverables: Data and correspondence pertaining to look ahead schedules shall be placed in the Project files within five (5) working days of creating or receiving such data or correspondence.

2.3.4.4 CM Team Responsibilities - Activity ID WBS C105E

CONSULTANT and CM team shall complete the following:

- Review the baseline Project schedule and monthly updates.
- Review the three (3) week look ahead schedules and discuss with the CM team.
- Either reject or accept a schedule. (Doing nothing will indicate acceptance.)
- Correlate the Project schedule and the three (3) week look ahead to verify that they correlate with each other.

- CONSULTANT's RE shall not allow the Contractor to change future logic or activity durations in a monthly update. The only allowable changes to the schedule shall be as-built updates or if the Contractor changes his means and methods.

CONSULTANT shall place all data and correspondence pertaining to CM responsibilities in the Project files.

Deliverables: Data and correspondence pertaining to CM Team responsibilities shall be placed in the Project files within five (5) working days of creating or receiving such data or correspondence.

2.3.5 Punch Lists - Activity ID WBS C105E

As work in each major construction operation nears completion, a draft punch list for that item of work shall be generated with input from COUNTY staff. As the Project nears completion, a final punch list inclusive of all work previously identified on draft punch lists, shall be submitted to the Contractor. The status of each punch list item shall be noted as to when work began and was completed, and any changes associated with that item.

Upon completion of work, CONSULTANT shall submit a Completion Report to COUNTY staff, including a complete set of shop drawings with review comments, completed final punch list, and Record Drawings (As Built) separate from the Contractor's set.

CONSULTANT shall place all data and correspondence pertaining to punch lists in the Project files.

Deliverables: Completion Report and data and correspondence pertaining to punch lists shall be placed in the Project files within five (5) working days of creating or receiving such data or correspondence.

2.3.6 Labor Compliance / EEO / Apprenticeship Programs - Activity ID WBS C105E

COUNTY staff will maintain a log for tracking the Contractor's and subcontractor's submittal of certified payrolls and supporting documentation such as fringe benefit statement and apprenticeship programs. COUNTY staff will check certified payrolls against the inspector's daily reports to verify the employees are receiving compensation at appropriate number of hours and in accordance with the California Department of Industrial Relations (DIR) Prevailing Wage Determination for the various crafts (i.e., laborer, operation engineer, cement mason, teamster, or carpenter). Any discrepancies shall be reported to the Contractor for resolution. Should any issue not be rapidly resolved, COUNTY will determine if a temporary deduction of the payment will be withheld from the next progress pay estimate. This temporary deduction of payment funds will be held until the issue is resolved or a formal labor case is filed with the DIR.

COUNTY and/or CONSULTANT field staff will conduct periodic employee interviews using LAPM Exhibit 16-N, Employee Interview: Labor Compliance / EEO form. The minimum frequency for interview is one (1) interview per month, per craft for the Contractor's and subcontractor's workforce on the Project. The completed interview forms shall be review and signed by CONSULTANT's Resident Engineer. Any issues or discrepancies discovered during the interviews shall be investigated by the CM staff and reported to COUNTY.

Documentation for any apprentices or trainee employed on the Project shall be secured for the files and reviewed by CONSULTANT to verify the workers are enrolled in an apprenticeship or trainee program approved by the Department of Labor Standards or DIR. Training reports and verification of pay and fringe benefit rates shall be documented in the Project records.

Deliverables: Data and correspondence pertaining to labor compliance shall be placed in the Project files within five (5) working days of creating or receiving such data or correspondence.

2.4 Construction Status / Coordination Meetings - Activity ID WBS C010E

CONSULTANT's RE shall conduct weekly meetings with the Contractor, COUNTY staff, and other interested parties. Meeting agenda and minutes shall be prepared and distributed to the attendees and COUNTY staff. The topics covered at the meeting shall include the following:

- Three (3) week look-ahead schedule.
- Overview of schedule performance.
- RFI / Request for Clarification (RFC) status.
- Submittal status, including the status of repeat submittals.
- Change order / extra work status.
- Review of unresolved issues (old business).
- Review of current issues (new business).
- Performance of current traffic control configuration (traffic handling) and detour.
- Results of recent Storm Water Pollution Prevention Plans (SWPPP) and environmental inspections.
- Review of safety issues.
- Fire suppressions plans.
- Upcoming scope of construction operations and associated public notifications.
- Utility coordination.
- Control of materials – releases, Non-Conformance Reports, certificates of compliance, and test results.
- Scheduling of materials testing with COUNTY Staff.
- Scheduling of construction staking and surveys with COUNTY Staff.
- Securing State / COUNTY furnished materials.

CONSULTANT shall place meeting agendas in the Project files within two (2) working days before each meeting date and shall place meeting minutes in the Project files within two (2) working days after each meeting date.

Deliverables: Meeting agendas in the Project files within two (2) working days before each meeting date and meeting minutes in the Project files within two (2) working days after each meeting date.

2.4.1 Safety Meetings - Activity ID WBS C010E

Safety meetings shall be scheduled every ten (10) working days for the CM staff. Regular attendees shall be CONSULTANT RE, inspector, OE and other interested parties. The purpose of the meeting is to discuss safety concerns and protocols associated with Project operations, site conditions, and personal safety. A written record of attendance, subjects discussed, and recommendations and actions shall be prepared and filed in the Project records by CONSULTANT and distributed to COUNTY and CONSULTANT's Safety Officer. CONSULTANT's Project team is encouraged to attend the Contractor's safety meetings.

CONSULTANT shall place meeting agendas in the Project files within two (2) working days before each safety meeting date and CONSULTANT shall place meeting minutes in the Project files within two (2) working days after each safety meeting date. CONSULTANT shall place data and correspondence pertaining to safety concerns and protocols in the Project files.

Deliverables: Meeting agendas in the Project files within two (2) working days before each safety meeting date and meeting minutes in the Project files within two (2) working days after each safety meeting date. Safety meeting attendance list, subjects discussed, recommendations and actions, and data and correspondence pertaining to safety concerns and protocols shall be placed in the Project files within five (5) working days of creating or receiving such data or correspondence.

2.4.2 Pre-Activity Meetings - Activity ID WBS C010E

As determined by CONSULTANT's RE or stipulated in the contract documents, pre-activity meetings may be conducted to discuss submittals, detailed planning and coordination, scheduling, traffic controls, SWPPP, public notifications, staffing, and resources such as materials and equipment required for important tasks or complex operation. Examples of such tasks/operations for which pre-activity meetings may be conducted are:

- Water line and sewer line construction operations (EID).
- Construction of engineered shoring systems.
- Blasting operations.
- Stage construction transitions and detours.

- Tree removal and clearing operations.
- Hot mix asphalt (HMA) paving operations.
- Signal and lighting system construction.
- Testing / activation of signal and lighting systems.
- Joint trench construction operations (to be conducted by others).

CONSULTANT shall place pre-activity meeting agendas in the Project files within two (2) working days before each meeting date and CONSULTANT shall place pre-activity meeting minutes in the Project files within two (2) working days after each meeting date.

Deliverables: Meeting agendas in the Project files within two (2) working days before each pre-activity meeting date and meeting minutes in the Project files within two (2) working days after each pre-activity meeting date.

2.5 Contractor Requests for Information – Activity ID WBS C105E

As the work progresses, the Contractor may submit an RFI or RFC. These requests shall be forwarded to the appropriate party for review with the responses provided to the Contractor in a timely manner. Document control logs shall be utilized by CONSULTANT to document and monitor the request until completed.

CONSULTANT shall place all data and correspondence pertaining to RFIs in the Project files. CONSULTANT shall review all Contractor RFIs and when CONSULTANT is responsible for RFI review, CONSULTANT shall respond to the Contractor via email or letter as appropriate and as directed by COUNTY, within five (5) working days of RFI receipt from the Contractor. When CONSULTANT is not responsible for RFI review, CONSULTANT shall perform an initial review for RFI clarity and completeness, log the RFI, and forward it to the party responsible for review of the RFI or return it to the Contractor for modification and resubmittal within one (1) working day of receipt of the RFI from the Contractor.

Deliverables: Data and correspondence pertaining to RFIs shall be placed in the Project files within five (5) working days of creating or receiving such data or correspondence.

2.5.1 Project Submittals and Requests for Information - Activity ID WBS C105E

All submittals required in association with the work shall be routed directly to CONSULTANT's RE office for logging and review. When required, or as requested, copies shall be distributed to the relevant design and Project management staff for review or concurrence. A submittal log clearly noting the dates of receipt, distribution, response, and return shall be maintained and distributed at the weekly progress meetings. Submittal review times shall be as required by the Standard Specifications and shall be noted in the log along with a brief statement related to the current review status. CONSULTANT's RE shall audit the contract plans and documents and prepare

a required submittal list for use in coordinating with the Contractor and minimizing the potential for missed items. Where review indicates multiple revisions or where the provided comments are subject to interpretation, meetings shall be coordinated to facilitate effective resolution of any comments or concerns.

Project RFI, whether originating with the Contractor or internally, shall be tracked similarly with the date of receipt, distribution, response, and return clearly noted on the corresponding log. Before forwarding to COUNTY Designer, CONSULTANT shall review and attempt to provide a tentative response when applicable, with the intent being to utilize the designer's time as efficiently as possible. The status of all RFIs shall be discussed at the weekly progress meeting to help ensure adequate progress is made. In this manner, the potential for RFIs to become the basis for potential claims is reduced and the exchange of response and required revisions can be clearly tracked and documented. CONSULTANT shall maintain document logs for correspondence, submittals/shop drawings, RFIs, RFCs, change orders and disputes, and potential claims.

CONSULTANT shall place all data pertaining to submittals (including, but not limited to, submittals, analysis data or calculations, correspondence, and a copy of the submittal log) in the Project files. CONSULTANT shall review all of the Contractor's submittals and when CONSULTANT is responsible for submittal review, CONSULTANT shall respond via email or letter, as appropriate and as directed by COUNTY, within the timeframes contained in the construction contract documents. When CONSULTANT is not responsible for submittal review, CONSULTANT shall perform an initial review for submittal completeness, log the submittal, and forward it to the party responsible for review of the submittal or return it to the Contractor for modification and resubmittal within one (1) working day of receipt of the submittal from the Contractor.

Deliverables: Submittals, analysis data or calculations, correspondence, copies of the submittal log and data pertaining to submittals shall be placed in the Project files within five (5) working days of creating or receiving such data.

2.5.2 Shop Drawings - Activity ID WBS C105E

CONSULTANT's RE or OE, depending on the type of submittal, shall review all shop drawings. CONSULTANT shall analyze the drawings and make recommendations on whether they conform to the intent of the contract documents. CONSULTANT shall forward copies to the appropriate reviewers, such as the Engineer of Record and COUNTY PM. After all comments are received, CONSULTANT shall return the drawings to the Contractor with the appropriate response or action. CONSULTANT shall maintain a submittal log for each document to monitor the review process and ensure timely review and approval, and to ensure the documents are approved within the timeframe specified in the contract specifications.

CONSULTANT shall place all data pertaining to submittals (including, but not limited to, submittals, analysis data or calculations, correspondence, and a copy of the submittal

log) in the Project files. CONSULTANT shall review all of the Contractor's submittals and when CONSULTANT is responsible for submittal review, CONSULTANT shall respond via email or letter, as appropriate and as directed by COUNTY, within the timeframes contained in the construction contract documents. When CONSULTANT is not responsible for submittal review, CONSULTANT shall perform an initial review for submittal completeness, log the submittal, and forward it to the party responsible for review of the submittal or return it to the Contractor for modification and resubmittal within one (1) working day of receipt of the submittal from the Contractor.

Deliverables: Submittals, analysis data or calculations, correspondence, copies of the submittal log, and data pertaining to submittals shall be placed in the Project files within five (5) working days of creating or receiving such data.

2.5.3 Materials Sampling, Testing, and Plant Inspection – Activity ID WBS C110G

CONSULTANT's RE or on-site inspector shall coordinate all necessary quality assurance materials testing and inspection for the Project. COUNTY's materials laboratory personnel shall provide the necessary sampling, testing, and plant inspection services. COUNTY will verify HMA and Plain Cement Concrete (PCC) Mix Designs. COUNTY will sample and test materials for qualities and at the frequencies specified in the Contract Special Provisions, Standard Specifications, LAPM, and Caltrans Construction Manual. Examples of materials that shall be sampled and tested at COUNTY's laboratory include but are not limited to:

- Hot Mix Asphalt
- PCC Concrete
- Native Subgrade Materials
- Aggregate Bases
- Structure Backfill Materials
- Drainage System Bedding & Backfill Materials

CONSULTANT shall place all data and correspondence pertaining to materials sampling in the Project files.

Deliverables: Data and correspondence pertaining to materials sampling shall be placed in the Project files within five (5) working days of creating or receiving such data or correspondence.

2.5.4 Material Test Data and Certificates of Compliance – Activity ID WBS C110G

CONSULTANT's RE or OE shall review all Contractor-provided manufacturers' shop or mill test certificates, including test reports from independent materials testing laboratories to verify compliance with the Contract specifications. Materials listed on the Caltrans Authorized Materials Lists (AML) shall be incorporated in the work by CONSULTANT, when applicable. CONSULTANT shall obtain certificates of compliance

for all materials for which the specifications require its submittal as well as for the basis of acceptance of materials which are to be inspected and released at the Project site. Examples of materials which are accepted based on certificates of compliance and inspected and released at the Project site are:

- Reinforcing steel and mechanical couplers
- Drainage pipe (metal, concrete, plastic, or PVC)
- Metal Beam Guard Railing Components and Terminal Systems
- Portland cement
- Mineral admixtures for concrete
- Chemical admixtures for concrete
- Hydroseed fiber and mulch
- Waterstop
- Cable Railing
- Precast Concrete Masonry Block
- Thermoplastic Traffic Stripe Material
- Delineators and Object Markers
- Geocomposite Drain Materials
- Geotextile Fabrics (filter, RSP and stabilization)
- Miscellaneous Metals
- Asphaltic Emulsion and Liquid Asphalts
- Erosion Control blanket and Fiber Rolls

CONSULTANT shall place all data and correspondence pertaining to material test data in the Project files.

Deliverables: Data and correspondence pertaining to material test data shall be placed in the Project files within five (5) working days of creating or receiving such data or correspondence.

2.5.5 Construction Surveying and Staking – Activity ID WBS C115U

Construction surveying will be performed by a COUNTY survey crew based on survey requests submitted by the Contractor. Stakes, marks, and data provided to the Contractor shall be in accordance with Chapter 12 of the Caltrans Surveys Manual. CONSULTANT's RE and on-site inspector shall ensure verification/checks of surveying and staking to be performed by the Contractor. During construction operations, the inspection staff shall perform checks of the Contractor's work to include stakes, marks, Project control (horizontal & vertical), and temporary bench marks. CONSULTANT field staff shall have access to precision and laser level instruments as well as total stations at the Project site.

CONSULTANT shall place all data and correspondence pertaining to construction surveying and staking in the Project files.

Deliverables: Data and correspondence pertaining to construction surveying and staking shall be placed in the Project files within five (5) working days of creating or receiving such data or correspondence.

2.5.6 Construction Inspection – Activity ID WBS C100F

CONSULTANT’s close adherence to the plans, details, and all applicable specifications is required in order to properly construct and administer the Project. CONSULTANT’s activities include, but are not limited to, maintaining continuous agency coordination, issuing notices of non-compliance, maintaining strict adherence to all local policies, conducting a daily review of the construction operations, and adhering to all applicable contract specifications and standards to include COUNTY, Caltrans, and the FHWA.

CONSULTANT field staff shall prepare electronic daily reports which shall document weather, shift duration, personnel on the Project, equipment used, tracking of force account activities (including accurate recording of labor, equipment, and materials used), phone conversations, field instructions and discussions, and any other daily occurrences pertinent to the scope, schedule, budget, quality, and safety related issues. CONSULTANT’s RE shall review these issues and verify progress toward resolution or corrective actions.

CONSULTANT’s inspection staff shall provide SWPPP/erosion control monitoring in compliance with the contract documents and approved SWPPP. CONSULTANT’s RE and/or inspection staff shall monitor all daily activity for any impacts, non-compliance and/or enforcement of the Project specifications, and imposed Best Management Practices (BMPs) to effectively minimize any impacts before they happen.

CONSULTANT shall provide the Daily Inspection Report form to COUNTY for review and approval prior to utilization. CONSULTANT shall place the completed originals of the previous week’s Daily Inspection Reports in the Project files.

Deliverables: Originals of the previous week’s Daily Inspection Reports shall be placed in the Project files before noon every Monday.

2.5.6.1 Traffic Control – Activity ID WBS C105E

CONSULTANT’s RE and inspection staff shall review and make recommendations to the Contractor’s Traffic Control Plan submittal and inspect the Contractor’s traffic control plan to verify compliance with plans, specifications, COUNTY standards, and the Manual on Uniform Traffic Control Devices (MUTCD). CONSULTANT staff shall ensure compliance with the planned/approved staged construction and associated traffic handling plans. CONSULTANT shall consistently monitor public traffic reactions to detours, temporary alignments, traffic delineation devices and signage, and propose/direct changes as necessary to verify the safe, smooth, and efficient passage of public traffic through the work zones.

CONSULTANT shall place all data and correspondence pertaining to traffic control in the Project files.

Deliverables: Data and correspondence pertaining to traffic control in the Project files within five (5) working days of creating or receiving such data or correspondence.

2.5.6.2 Safety – Activity ID WBS C105E

CONSULTANT's RE and inspection staff shall conduct and document Project safety meetings in accordance with Project requirements and Caltrans Standards. CONSULTANT shall report all accidents, including property damage, and notify COUNTY and the proper authorities. CONSULTANT shall document all incidents with digital photographs and written reports and enforce Federal and State (Cal OSHA) regulations for occupational safety and health standards for construction activities. CONSULTANT's RE shall review the Project plans and develop a list of potential Project safety issues. A Project-specific code of safe practices shall be developed for all Project team members and visitors to the Project site to review and sign. Examples of safe practices include:

- General Policy, Personal Protective Equipment (PPE) - appropriate footwear, hard hat, reflective safety vest / garment (ANSI Class 2 or 3), eye protection, and hearing protection.
- Fall Protection
- Confined Spaces
- Public Traffic
- Construction Equipment
- Trenching and Excavations
- Blasting Operations

CONSULTANT's RE shall review and inspect the Contractor's trench excavation and shoring in accordance with Cal-OSHA requirements. CONSULTANT shall verify that prior to accepting portions of the work as relief of maintenance; CONSULTANT shall review the work and make recommendations to COUNTY with regard to the findings. Internally, CONSULTANT's RE shall walk the Project daily and monitor for safety issues. CONSULTANT inspection staff shall review its portion of the work every day.

CONSULTANT shall place all data and correspondence pertaining to accidents and Project incidents in the Project files. CONSULTANT shall place meeting agendas in the Project files within two (2) working days before each meeting date and CONSULTANT shall place meeting minutes in the Project files within two (2) working days after each meeting date. CONSULTANT shall place all data and correspondence pertaining to accidents and Project incidents in the Project files.

Deliverables: Meeting agendas shall be placed in the Project files within two (2) working days before each meeting date and shall place meeting minutes in the Project

files within two (2) working days after each meeting date. Data and correspondence pertaining to accidents, safety, and Project incidents in the Project files within five (5) working days of creating or receiving such data or correspondence.

2.5.7 Environmental and Permits – Activity ID WBS C105E

CONSULTANT's RE and inspection staff shall thoroughly review the environmental permits and CEQA and NEPA documents for the Project, and become familiar with any environmentally sensitive areas (ESAs), required mitigation, and protected species. During construction operations, CONSULTANT staff shall monitor the Contractor's compliance with the environmental provisions of the contract documents.

CONSULTANT shall place all data and correspondence pertaining to environmental permits and documents in the Project files.

Deliverables: Data and correspondence pertaining to environmental and permits shall be placed in the Project files within five (5) working days of creating or receiving such data or correspondence.

2.5.7.1 Storm Water Pollution Prevention Plans (SWPPP) – Activity ID WBS C105E

CONSULTANT's RE, OE, and on-site inspector are well versed in the guidelines of the current National Pollutant Discharge Elimination System (NPDES) General Permit issued by the California State Water Resources Board. CONSULTANT's RE and OE are certified Qualified SWPPP Practitioner (QSP)/Qualified SWPPP Developer (QSD). CONSULTANT shall ensure that the site is maintained in full compliance with the approved SWPPP at all times. As a Risk Level 2 site, CONSULTANT's staff shall be fully aware of the requirements for event-specific Rain Event Action Plans, weekly site inspection reports, effluent sampling and analysis, Project reporting, and the additional requirements outlined in the Special Provisions of the contract documents. CONSULTANT shall continually assess and properly manage the site including associated staging areas. CONSULTANT shall utilize amendments to the SWPPP, specific to each phase of construction, as a means of managing the required BMP installations, as well as documenting the adjustments made to support the work. CONSULTANT shall coordinate with COUNTY's PM to help ensure all required reports, test data, amendments, and associated updates are promptly uploaded to the SMARTS system, as required for permit compliance.

CONSULTANT shall place all data and correspondence pertaining to SWPPP in the Project files.

Deliverables: Data and correspondence pertaining to SWPPP shall be placed in the Project files within five (5) working days of creating or receiving such data or correspondence.

2.5.8 Contract Change Orders (CCO) – Activity ID WBS C105E

CONSULTANT's RE shall be responsible for the development, preparation, and execution of Project Change Order. CONSULTANT shall structure and prepare Change Orders in accordance with the Caltrans Construction Manual, Caltrans Local Assistance Procedures Manual, and COUNTY PM's instructions. CONSULTANT shall secure change order approval or authority to proceed from COUNTY before any change order work is performed and the status shall be tracked on a CCO log. The costs of extra work shall be tracked on a CCO expenditure summary spreadsheet for each CCO and shall be included with each progress pay estimate which provides payment for the work.

CONSULTANT shall place all data and correspondence pertaining to CCOs in the Project files.

Deliverables: CCO Log, CCO summary spreadsheet, data, and correspondence pertaining to CCOs shall be placed in the Project files within five (5) working days of creating or receiving such data or correspondence.

2.5.9 Project Budget / Contingency Balance – Activity ID WBS C105E

CONSULTANT's RE shall maintain a contingency balance status sheet, which shall include change order commitments, actual and anticipated overrun and underrun in contract items quantities, and permanent administrative deductions stipulated in the contract documents. A copy of this status sheet shall be included with the monthly CONSULTANT progress narrative and invoice. COUNTY PM shall be notified immediately should a status of funds issue arise.

CONSULTANT shall place all data and correspondence pertaining to Project budget and contingency balance in the Project files.

Deliverables: Contingency balance status sheet, data, and correspondence pertaining to the Project budget and contingency balance shall be placed in the Project files within five (5) working days of creating or receiving such data or correspondence.

2.6 CM Progress Reports and Budget – Activity ID WBS C105E

CONSULTANT's PM shall prepare a progress report to document the CM activities performed during the month, anticipated activities for the following month, and CM budget status with expenditure projections for following months. This report shall be submitted with the invoice and labor compliance documentation.

Deliverables: Progress reports, CM budget summaries, and labor compliance documentation shall be submitted with each invoice.

2.7 Structures – Retaining / Sound Walls – Activity ID WBS C105E

CONSULTANT's RE shall be prepared to provide full-spectrum review and independent analysis of required structural submittals, including but not limited to, temporary shoring and excavation safety plans, form work design review, PCC concrete mix designs, and working drawings associated with masonry block wall construction.

CONSULTANT shall place all data and correspondence pertaining to structures and sound walls in the Project files.

Deliverables: Data and correspondence pertaining to structures shall be placed in the Project files within five (5) working days of creating or receiving such data or correspondence.

2.7.1 Concrete Mix Designs – Activity ID WBS C105E

CONSULTANT's RE and field staff shall verify that concrete delivered for the various components of the retaining and sound wall meet the requirements of the approved mix designs. The constituent weights and volumes published on the batch tickets shall be checked by CONSULTANT to verify compliance with the mix design. CONSULTANT's staff shall check the Contractor's concrete mix design for compliance with Section 90 of the Standard Specifications. CONSULTANT shall prepare concrete pour records for each PCC placement operation and place them in the Project files. A list of approved mix designs shall be maintained and distributed to CONSULTANT inspection staff and the Contractor.

Deliverables: Concrete pour records, list of approved mix designs, data, and correspondence pertaining to concrete mix designs shall be placed in the Project files within five (5) working days of creating or receiving such data or correspondence.

2.7.2 Formwork Systems – Activity ID WBS C105E

Consultant's RE shall request and review formwork designs for Retaining Wall No. 1 (Type 1 PCC Wall with design height of twelve [12] to sixteen [16] feet) in order to confirm that the forming system design and designated materials shall withstand the forces imposed by fluid concrete without failure or excessive settlement or deformation. The Contractor may be required to specify maximum pour rates to be adhered to during concrete placement operations. CONSULTANT shall check any site-fabricated or previously constructed form panels for straightness, smoothness, square, and integrity prior to use. CONSULTANT shall review and approve submittals for the form liner and release agent associated with the dry stack rock texture architectural treatment.

CONSULTANT shall place all data and correspondence pertaining to formwork systems in the Project files.

Deliverables: Data and correspondence pertaining to formwork systems shall be placed in the Project files within five (5) working days of creating or receiving such data or correspondence.

2.8 Dispute Resolution and Potential Claims – Activity ID WBS C105E

CONSULTANT's RE and the Contractor's representatives shall be in communication to prevent the risk of claims and to greatly minimize COUNTY's risk. Such issues are best handled quickly and at the lowest level, normally in the field, when the provisions of the construction contract allow for such resolution. Should disputes or potential claims arise during the life of the construction contract, CONSULTANT's RE shall verify that the circumstances pertaining to the issues are documented in writing. CONSULTANT's RE shall discuss the issues with COUNTY PM, perform the necessary investigation to determine merit and entitlement, and present recommendations to COUNTY. CONSULTANT staff shall ensure the administrative processes for dispute resolution and potential claims are adhered to and the appropriate documentation is prepared, collected, and filed in preparation for further claims processes or litigation.

CONSULTANT shall place all data and correspondence pertaining to dispute resolution and claims management in the Project files.

Deliverables: Data and correspondence pertaining to dispute resolution and claims management shall be placed in the Project files within five (5) working days of creating or receiving such data or correspondence if necessary.

3.0 Post Construction Phase

3.1 Claims Management – Activity ID WBS C205E

Before the return of a proposed final estimate (PFE), most issues, which could become formal claims, should be identified by CONSULTANT with documentation in the files generated from previous investigations, meetings, and dispute hearings. Once a claim is returned with the PFE, CONSULTANT's RE shall compare the new documentation, if any, to the files, and perform the necessary analysis/investigation to formulate recommendations for resolution to COUNTY. CONSULTANT shall review and investigate claims which are administrative in nature such as disputed items or extra work payments, to determine merit and entitlement and to provide for a rapid resolution.

New issues that have resulted in claims, such as accumulated delay, change in character, or liquidated damages shall be reviewed and investigated by CONSULTANT to formulate recommendations for resolution to COUNTY.

CONSULTANT shall place all data and correspondence pertaining to claims management in the Project files.

Deliverables: Data and correspondence pertaining to claims management shall be placed in the Project files within five (5) working days of creating or receiving such data or correspondence.

3.2 Project Closeout – Activity ID WBS C205E

CONSULTANT's Project team shall work closely with the design engineer, COUNTY staff, and other stake holders to verify that the Project closeout proceedings are performed quickly, accurately, consistently, and in accordance with all pertinent policies and procedures. CONSULTANT shall review and monitor the Contractor's submittal information respective to the closeout, such as as-built information, warranties, guarantees, bond reduction, and punch list preparation. In addition, CONSULTANT's RE shall prepare and submit the following documents in accordance with Chapter 17 of the Caltrans LAPM:

- Final Detail Estimate
- Change Order Summary (Exhibit 17-E)
- Statement of Materials and Labor Used by Contractors Involving Federal Funds (Exhibit 17-H)
- Materials Certificate (Exhibit 17-G)

CONSULTANT shall place all data and correspondence pertaining to Project closeout in the Project files.

Deliverables: Data and correspondence pertaining to Project closeout shall be placed in the Project files within five (5) working days of creating or receiving such data or correspondence.

3.3 As-Built Plans – Activity ID WBS C205E

During construction, CONSULTANT's RE and inspection staff shall annotate changes and as built conditions on a set of Contract Plans specifically set aside for this purpose. Upon Project completion, this field set of as built plans shall be submitted to COUNTY for its files or as a template for the Designer to complete a formal set of as built drawings using its electronic processes.

CONSULTANT shall place a copy of the as built plans in the Project files.

Deliverables: As built plans shall be placed in the Project files within five (5) working days of creating the as built plans.

3.4 Reports of Completion – Activity ID WBS C205E

CONSULTANT's RE shall prepare reports of completion for the roadway and structure construction (retaining and sound walls) utilizing the report formats and guidelines in

accordance with the following Caltrans Manuals: LAPM, Construction Manual, and Bridge Records and Procedures. CONSULTANT shall place all data and correspondence pertaining to reports of completion in the Project files.

Deliverables: Data and correspondence pertaining to reports of completion shall be placed in the Project files within five (5) working days of creating or receiving such data or correspondence.

3.5 Contract Records – Activity ID WBS C205E

Under the direction of CONSULTANT's RE, CM staff shall provide COUNTY staff with an original set of construction documents, cataloged in accordance with the Caltrans file management system, which includes all documented correspondence, diaries, reports, photos, correspondence, contract documents, labor compliance, materials, material tests, change orders, progress payments, and survey records for storage by COUNTY. CONSULTANT shall digitize and electronically file all contract documents.

Deliverables: Data and correspondence pertaining to contract records shall be placed in the Project files within five (5) working days of creating or receiving such data or correspondence.

Optional Tasks

COUNTY may require CONSULTANT to perform Optional Tasks. Such Optional Tasks may expand, modify, or supplement the Scope of Work for the Project, but not be limited to tasks that are deemed critical by COUNTY's Contract Administrator. If CONSULTANT's services are required for Optional Tasks, COUNTY's Contract Administrator will issue separate written Task Orders and/or Work Orders for CONSULTANT to perform those tasks in accordance with the provisions of this Agreement.

Exhibit B

Rate Schedule

Ghirardelli Associates				
Role	Range	Hourly Rates		
		Straight	Overtime *	Double Overtime*
Resident Engineer/Structures Representative	Minimum	\$ 219.12	\$ 219.12	\$ 219.12
	Maximum	\$ 227.88	\$ 227.88	\$ 227.88
Construction Inspector (prevailing wage*)	Minimum	\$ 150.36	\$ 185.59	\$ 220.81
	Maximum	\$ 156.37	\$ 193.01	\$ 229.65
Office Engineer	Minimum	\$ 159.82	\$ 197.26	\$ 234.71
	Maximum	\$ 166.21	\$ 205.15	\$ 244.09

*Overtime rates for field personnel will be charged in accordance with State and Federal law.

Time and a half overtime will be billed for all hours worked in excess of eight (8) hours, up to and including twelve (12) hours in any work day (twenty-four [24] hour period from midnight to midnight), and for the first eight (8) hours worked on the seventh consecutive day of work in a work week.

Double overtime will be billed for all hours worked in excess of twelve (12) hours in any work day (twenty-four [24] hour period from midnight to midnight), and for all hours worked in excess of eight (8) hours on the seventh consecutive day of work in a work week.

- 1) Hourly rates include vehicle, mobile phone, laptop, and camera.
- 2) Other direct Project charges including extensive reproduction, delivery service charges, and other direct costs shall be billed at actual cost without markup. 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.
- 3) Construction inspection activities are subject to prevailing wage requirements.
- 4) In accordance with prevailing wage requirements, a shift differential is for any covered work shift beginning after 2PM.

Ghirardelli Associates, Inc.

Exhibit C

Cost Proposal

Scope of Work

Item of Work - 1	Pre-Construction Phase	\$	25,000.00
Item of Work - 2	Construction Phase	\$	684,000.00
Item of Work - 3	Post-Construction Phase	\$	32,000.00
			<hr/>
		Consultant Subtotal	\$ 741,000.00

Optional Tasks

\$	120,000.00
\$	<hr/>
\$	120,000.00

Total Proposed Agreement Budget Cost Estimate \$ 861,000.00

All expenses and their distribution among Tasks 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 budget, Consultant may request to reallocate the expenses listed herein among the various Scope of Work tasks and items of work and Optional Tasks 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.

Notes:

- (1) Listed as additional resources with no extended costs. Personnel available upon request for additional costs.
- (2) Total not-to-exceed amount based on County furnishing one (1) inspector.
- (3) Rates include: Vehicle, mileage, laptop computer, camera, and cellular phone.
- (5) Overtime billed in accordance with prevailing wage State and Federal labor laws.

Ghirardelli Associates, 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.

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.

Signature

Name

Title

Company Name

Date

Ghirardelli Associates, Inc.

Exhibit E

DISCLOSURE OF LOBBYING ACTIVITIES

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

1. Type of Federal Action: 2. Status of Federal Action: 3. Report Type: 4. Name and Address of Reporting Entity: 5. If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of Prime: 6. Federal Department/Agency: 7. Federal Program Name/Description: 8. Federal Action Number, if known: 9. Award Amount, if known: 10. a. Name and Address of Lobby Entity (If individual, last name, first name, MI) b. Individuals Performing Services (including address if different from No. 10a) (last name, first name, MI) 11. Amount of Payment (check all that apply) 12. Form of Payment (check all that apply): 13. Type of Payment (check all that apply) 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: 15. Continuation Sheet(s) attached: Yes No 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. Signature: Print Name: Title: Telephone No.: Date: Authorized for Local Reproduction Standard Form - LLL

Standard Form LLL Rev. 04-28-06

Distribution: Orig- Local Agency Project Files

Ghirardelli Associates, Inc.

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.