



**COUNTY OF EL DORADO
Procurement & Contracts**

ATTN: Purchasing Agent
330 Fair Lane
Placerville, CA 95667

REQUEST FOR PROPOSALS #19-918-006

DUE: 3:00 p.m., AUGUST 1, 2018

Sealed Proposals must be clearly marked on the outside of the package with:

“RFP #19-918-006 – DO NOT OPEN”

ON-CALL SURVEYING SUPPORT SERVICES

The County of El Dorado Office of Procurement & Contracts, on behalf of its Department of Transportation (also referred to as “County”), is requesting proposals for On-Call Surveying Support Services.

This Request for Proposal (RFP) defines the scope of services and outlines the requirements that must be met by Proposers interested in providing such services. Proposers shall carefully examine the entire RFP and any addenda thereto, and all related materials and data referenced in the RFP or otherwise available, and shall become fully aware of the nature and the conditions to be encountered in performing the service. **Proposers are advised to read all sections of this RFP prior to submitting a proposal.**

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I. INTRODUCTION

The County of El Dorado (County) is inviting qualified firms to submit proposals to provide on-call surveying support services for various locations throughout El Dorado County. The services will be for a three-year period, beginning approximately October 2018 and extending through October 2021. The total “as-needed” work is anticipated to be approximately \$450,000 for one (1) contract and one (1) firm, over the three-year period.

The County is looking for highly qualified firms with complete knowledge and substantial experience in surveying support services. The firms must also have extensive experience with California Department of Transportation (Caltrans) Division of Local Assistance and projects utilizing various local, state, and federal funding.

II. SCOPE OF PROFESSIONAL SERVICES

- **Objectives**

The County occasionally needs assistance in meeting deadlines for either field data acquisition for design purposes, or for construction staking on various projects in the County’s Capital Improvement Program (CIP), Land Development, and Right of Way. Other tasks, such as aerial control traverses and level loops are needed less frequently. In order to process the field data coming to the County, or the office data going from the County to the field, common software becomes a necessity. Thus, only Proposers that possess the latest version of Autodesk Civil Series for office work will be considered.

- **Products**

For each assigned project, Proposer will perform professional and data acquisition services, such as topography surveys, construction staking, level loops, monument ties, aerial control surveys (both horizontal and vertical control), legal descriptions with exhibit maps, Record of Survey maps, Corner Records, right-of-way maps, together with any and all office calculations required to produce the surveying services products.

- **Technical Specifications**

Proposer must possess a valid site license for Autodesk Civil Series 2010 or later, and be proficient in its use.

All surveying services must comply with the Caltrans Survey Specifications as noted in the Caltrans Survey Manual, or a mutually agreed upon alternative procedure.

All data formats shall be compatible with AutoDesk and ASCII.

Proposer is required to use “point coding” (Description Key Codes) for applicable data. Codes to be used along with a conversion table will be provided by the County.

Proposer must be knowledgeable and proficient in the use of the California Coordinate System in the acquisition and manipulation of technical data.

- **Production Specifications**

The production of surveying services products shall be accomplished consistent with, and in accordance with, the specifications set forth in the Technical Specifications stated above.

Included in this proposal is Attachment A, El Dorado County Department of Transportation Surveying Services Unit Capabilities and Functionality Report, which further explains the Department's procedures and processes.

- **Product Delivery**

A County Surveying Services Unit representative will discuss the specific needs of each project on a task-by-task basis. Potential projects are listed in the County CIP. Following the discussion and prior to commencement of the assigned task, Proposer will be expected to provide County in writing (e-mail is acceptable) the scope of work, a schedule, and an estimated cost for each assigned task.

Proposer agrees to begin the required surveying/office tasks within 24 hours (unless County and selected Proposer mutually agree to a time extension) of authorization (after approved scope, cost, etc.), and will stay on task until the task is completed. Weekends and County observed holidays are not included in the 24-hour period. Proposer agrees to deliver the resultant technical data in a timely manner after task assignment, consistent with a mutually agreed upon timeline. In detailing services rendered, Proposer shall provide some type of requested-task identifying code and shall use the code to distinguish the costs associated from one task with those from another task, and to set apart the resultant billing-for-services backup documentation.

Proposer should be able to accomplish task assignments utilizing one two-person survey crew unless County and selected Proposer mutually agree that the manpower requirements are different. County may request one technical support person or licensed professional for some tasks or projects.

III. PROPOSAL MINIMUM REQUIREMENTS

The selected Proposer is expected to have a complete understanding of both County and Caltrans procedures and all applicable manuals necessary to complete the Scope of Professional Services.

Submit one (1) original and three (3) copies of all materials and Proposals, for review by a County appointed Selection Committee. In addition, you must provide one (1) copy of the proposal in an electronic format (flash drive). Please do not provide the hourly fee schedule with the electronic copy. Concise, responsive proposals shall be bound and formatted on 8 ½" x 11" pages (portrait orientation). All proposals must include the following:

1. A letter of transmittal identifying name, address and telephone number of the principal person representing the firm, signed by a person authorized to execute a contract with the County.

2. A description of the firm identifying the firm's primary services and professional and support staff members. Indicate if the firm is a Disadvantaged Business Enterprise (DBE). This will explain why your firm is especially suited to successfully provide surveying support services. This section should focus on your firm's depth, intangibles, and other factors pertinent to the services that set you apart from other firms.
3. A list of personnel to be assigned to the proposed services and a resume of qualifications for each person to be used, including subconsultant personnel. This should also include references with contact information. An organizational chart shall also be provided including every person whose resume is provided and shall clearly show the function each person will be expected to fulfill.
4. If subconsultants or joint consultants are proposed, describe any relevant association with the proposed subconsultants. Provide examples of past services on which the lead firm has worked with each subconsultant. Indicate the percentage of the fee allocated for each participating consultant and/or subconsultant and if the firm is a DBE.
5. A description of similar services completed by the team including a client reference, phone number(s), and all Proposer staff persons who provide the services. Include an introductory narrative that describes the team's overall experience, particularly as it relates to the services proposed.
6. A statement expressing the firm's understanding and general approach to, the County's need for surveying support services associated issues. Also, describe the firm's understanding of key issues and its approach to resolving those issues.
7. Comments on the proposed Scope of Work as detailed in this RFP, including suggestions for augmenting, streamlining, or clarifying the scope. As above, teams/firms are encouraged to be creative in preparing proposals that demonstrate the most effective procedure for producing the expected products.
8. A statement acknowledging that the prospective Proposer has reviewed the language contained within the Sample Professional Services Agreement (Attachment B) and that the prospective Proposer concurs with the provisions contained within said contract, and can/will meet the indemnity and insurance requirements without alterations to the County's standard agreement.
9. An hourly fee schedule shall be provided in a separate sealed envelope.
 - a. The sealed envelope shall include hourly fee schedule from Proposer and all subconsultant(s). The fee schedule shall include the proposed hourly rate schedule for surveyors, engineers, technicians, managers, and any other charges for resources associated with providing the requested services. The method of payment for the proposed agreement will be specific rate of compensation.

The selected Proposer and all subconsultant(s) will be required to submit the following forms:

- a. Selected Proposer and all subconsultants, regardless of subcontract dollar amount, must complete Caltrans Exhibit 10-H (Attachment C).

- b. Selected Proposer and all subconsultants, regardless of subcontract dollar amount, must complete Caltrans Exhibit 10-K form, Consultant Certification of Contract Costs and Financial Management System (Attachment C). Contracts utilizing federal funds shall not be awarded to a consultant without an adequate financial management and accounting system as required by 23 CFR Part 172, 48 CFR Part 16.301-3, 2 CFR Part 200, and 48 CFR Part 31. The Proposer and all subconsultants are responsible for complying with state, federal and specific contract requirements.

IV. PROPOSERS' QUESTIONS

Questions regarding this RFP must be submitted in writing to the Procurement and Contracts Office and must be received no later than **5:00 p.m. on JULY 20, 2018**. All envelopes or containers must be clearly labeled "**RFP #19-918-006 – QUESTION**" for convenience purposes. Envelopes or containers not clearly labeled may be overlooked and not responded to. Questions will **not** be accepted by telephone, facsimile (fax), electronically, or orally. The County reserves the right to decline a response to any question if, in County's assessment, the information cannot be obtained and shared with all potential organizations in a timely manner. A summary of the questions submitted, including responses deemed relevant and appropriate by County, will be emailed on or about **JULY 24, 2018**.

All inquiries shall be submitted by U.S. mail to:

Procurement and Contracts
330 Fair Lane
Placerville, California 95667
RFP #19-918-006 – Question

Proposers are cautioned that they are not to rely upon any oral statements that they may have obtained. Proposers shall direct all inquiries to the County Purchasing Agent and shall not contact the requesting department directly regarding any matter related to this Request for Proposal.

V. PROPOSAL SUBMITTAL

Proposers must submit one (1) original and three (3) copies of their proposal (including one (1) copy in an electronic format (flash drive)), along with any addenda, in a sealed envelope or container, clearly marked "**RFP #19-918-006 – DO NOT OPEN**", **no later than 3:00 p.m. on AUGUST 1, 2018**, to:

County of El Dorado
Procurement and Contracts
330 Fair Lane
Placerville, CA 95667

A Proposer may withdraw its final proposal at any time **prior** to the opening deadline date and time by submitting a written request for its withdrawal to the County Purchasing Agent, signed by an authorized agent of the firm. Proposers may thereafter submit a new or modified proposal **prior** to the opening deadline date and time. Modifications offered in any manner, oral or written, will not be considered.

Proposers submitting less than the required number of copies of their proposal will be rejected and considered “non-responsive”. Proposals received beyond the deadline will not be considered, and will be returned unopened.

It is the responsibility of the Proposer to assure that the proposal is received in the Procurement & Contracts Division prior to the proposal opening deadline date and time. Proposals received beyond the proposal opening deadline will not be accepted and will be returned unopened. The time stamp clock located in the office of the Procurement and Contracts Division will serve as the official time clock.

For questions regarding the Request for Proposal process, contact Linda Silacci-Smith, Sr. Department Analyst, at (530) 621-5417.

VI. EVALUATION CRITERIA

Proposals will be evaluated based on the thoroughness, clarity, and quality of the material presented, in accordance with the following criteria:

Criteria	Maximum Points
Understanding of work to be done	25
Experience with similar kinds of work	20
Quality of staff for work to be done	15
Capability of developing innovative or advanced techniques	10
Familiarity with state and federal procedures	10
Financial responsibility	10
Demonstrated technical ability	10
Total Possible Points	100

The selection criteria provided is to assist prospective Proposers and is not meant to limit other considerations that may be identified during the course of the selection process.

VII. SELECTION PROCESS

County staff will open Proposals following the submittal deadline. The only information that will be made available to the public at that time will be the names of the Proposers submitting Proposals. The contents of all Proposals, or any other medium which discloses any aspect of the Proposal, shall be held in strictest confidence until the County releases a Notice of Intent to Award.

A Proposer Selection Committee will be appointed by the County to evaluate the Proposals. It is anticipated that representatives from the County and other local government entities will conduct the evaluations. The Proposer Selection Committee may interview respondent firms during the selection process if it is determined to be necessary.

When evaluation of the Proposals and presentations has been completed, a Proposer will be selected and negotiations will be initiated. If for any reason a contract cannot be negotiated, the County reserves the right to select the next ranked prospective Proposer. The County will then make recommendations for selection to the County Board of Supervisors, based on the selection criteria outlined in the preceding section.

VIII. REJECTION OF PROPOSALS

Prospective Proposers interested in being considered must submit a Proposal in compliance with this notice. Failure to meet the minimum requirements of the RFP shall be cause for rejection of the Proposal. The County reserves the right to reject any or all Proposals.

The County may reject a Proposal if it is conditional, incomplete, contains irregularities, or reflects inordinately high cost rates. County may waive immaterial deviation in a Proposal. Waiver of an immaterial deviation shall in no way modify the RFP documents or excuse the proposing firm/team from full compliance with the contract requirements if the prospective Proposer is awarded the contract.

IX. VALID OFFER

Proposals shall remain valid for 120 days from the due date. The County reserves the right to negotiate with the successful Proposer any additional terms or conditions not contained in their proposal which are in the best interest of the County or to otherwise revise the scope of this RFP.

This RFP does not constitute a contract or an offer of employment. The cost of preparation of proposals shall be the obligation of the Proposer. All proposals, whether accepted or rejected, shall become the property of the County and will not be returned. Unnecessarily elaborate responses, enclosures and specialized binding are not desired, and may be construed as an indication of Proposer's lack of cost consciousness.

X. COUNTY'S RIGHTS

The County reserves the right to:

1. Request clarification of any submitted information.
2. Waive any irregularity or immaterial deviation in any proposal.
3. Not enter into any agreement.
4. Not select any Proposer.
5. Cancel this process at any time.
6. Amend this process at any time.
7. To award more than one contract if it is in the best interest of the County.
8. Interview Proposers prior to award.
9. To request additional information during an interview.

Waiver of an immaterial deviation shall in no way modify the RFP documents or excuse the proposing firm/team from full compliance with the contract requirements if the prospective Proposer is awarded the contract.

XI. CONTRACT AWARD

Award shall be recommended to the Proposer whose proposal best meets the needs of the County. The County reserves the right to reject any or all proposals, and to solicit additional proposals if deemed in the best interest of the County to do so. The decision of the County Board of Supervisors shall be final in making such determination.

The successful Proposer will receive written notification of the award, along with instructions for finalizing the agreement documents.

Response and selection of a Proposal will not necessarily result in a contract with the County of El Dorado. Proposal opening does not constitute awarding of a contract. Contract award is by action of the El Dorado County Board of Supervisors and is not in force until fully executed by that Board.

XII. PREVAILING WAGE REQUIREMENTS

The County requires the Proposer's services on public works projects involving local, state and/or federal funds be consistent with applicable prevailing wage requirements and shall comply with the State of California's General Prevailing Wage Rate in accordance with California Labor Code Section 1770, and all Federal, State, and local laws and ordinances applicable to the work.

No prospective Proposer or subconsultant(s) 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 Section 1725.5 and 1771.1.

XIII. DISADVANTAGED BUSINESS ENTERPRISE (DBE) PARTICIPATION

The resulting agreement will be subject to 49 CFR, Part 26 entitled "Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs." It is the policy of the County that certified DBE firms shall have the maximum opportunity to participate in the performance of agreements financed in whole or in part with federal funds.

Prospective Proposers must give consideration to DBE firms as specified in 23 CFR 172.5(b) and in Appendix A to Part 26 of 49 CFR. Prospective Proposers shall ensure that certified DBE firms have the opportunity to participate in the performance of the resulting agreement and prospective Proposers shall take all necessary and reasonable steps for such assurance.

The Notice to Proposers, Exhibit 10-I, included in Sample DBE Forms (Attachment D), outlines the requirements for the Proposer to either meet the DBE goal or demonstrate Good Faith to meet the goal. The DBE Goal for this Project is 0%. The DBE Commitment Form, Exhibit 10-01, the Good Faith Effort Form 15H, and a sample subcontractor/DBE agreement are also included in Attachment D for your reference.

Please refer to the attached Sample Professional Services Agreement (Attachment B) for further DBE information and requirements.

XIV. CONFLICT OF INTEREST

Prospective Proposers warrant and covenant that no official or employee of the County, or any business entity in which an official of the County has an interest, has been employed or retained to solicit or aid in the procuring of the resulting agreement, nor that any such person will be employed in the performance of such agreement without immediate divulgence of such fact to the County. Prospective Proposer's Proposal shall contain a statement to the effect that the Proposer is not currently committed to another project that would constitute a conflicting interest with the Project defined in this RFP.

XV. PUBLIC RECORDS ACT

All proposals and materials submitted shall become property of the County and will not be returned. All responses, including the accepted proposal and any subsequent contract, become public records per the requirements of the California Government Code, Sections 6250 - 6270, "California Public Records Act". Proprietary material must be clearly marked as such. Pricing and service elements of the successful proposal are not considered proprietary

information. Proposers which indiscriminately identify all or most of their proposal as confidential or proprietary without justification may be deemed unresponsive.

The County will treat all information submitted in a proposal as available for public inspection once the County has selected a consultant. If you believe that you have a legally justifiable basis under the California Public Records Act (Government Section 6250 et. seq.) for protecting the confidentiality of any information contained within your proposal, you must identify any such information, together with the legal basis of your claim in your proposal, and present such information **separately** as part of your response package.

The final determination as to whether the County will assert your claim of confidentiality on your behalf shall be at the sole discretion of the County. If the County makes a determination that your information does not meet the criteria for confidentiality, you will be notified as such. Any information deemed to be non-confidential shall be considered public record.

Upon receipt of a request for disclosure pursuant to the California Public Records Act for information that is set apart and marked as proprietary, County will notify you of the request for disclosure. You shall have sole responsibility for the defense of the proprietary designation of such information. Failure to respond to the notice and enter into an agreement with County providing for the defense of and complete indemnification and reimbursement for all costs incurred by the County in any legal action to compel the disclosure of such information, shall constitute a complete waiver of any rights regarding the information designated proprietary and such information will be disclosed by County pursuant to applicable procedures under the California Public Records Act.

XVI. BUSINESS LICENSE REQUIREMENT

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 Code Section 5.08.070. Contact the Tax Collector's Office at 360 Fair Lane, Placerville, CA 95667, or phone (530) 621-5800, for further information.

It is not a requirement to possess a County business license at the time of proposal submittal. Successful Proposers may be required to possess a County business license to award contract.

The County of El Dorado is an equal opportunity employer (EOE). Minorities, Females and Handicapped are encouraged to participate.

XVII. PUBLIC AGENCY

It is intended that other public agencies (i.e., city, special district, public authority, public agency and other political subdivisions of the State of California) shall have the option to participate in any agreement created as a result of this RFP to Bid with the same terms and conditions specified there in, including pricing. The County shall incur no financial responsibility in connection with any agreement from another public agency. The public

agency shall accept sole responsibility for contracting for services and making payment to the vendor.

Failure to comply with any of the requirements contained herein may result in disqualification. It is the responsibility of all Proposers to read ALL sections of this RFP prior to submitting a response.

Your participation in the RFP process is important to El Dorado County!

Attachment A

El Dorado County

Department of Transportation

Surveying Services Unit

Capabilities and Functionality Report

January 2018

El Dorado County Department of Transportation-Survey Services
(530) 642-4951

Objectives:

Today’s multi-organizational Project Development efforts require the use of common, accurate horizontal and vertical survey datum and consistent, precise control-survey procedures to ensure the accurate location of fixed works and rights-of-way. These requirements are compounded by the expanding use of global positioning systems. Universally accepted and common used survey datum is essential for the efficient sharing of both engineering and gps data.

Organizational Path:

Community Development Services
Department of Transportation
Headington & Fairlane Engineering Units
Survey Services

Current Surveying Services Staffing:

Professional Staff:

Joe Neely, Associate Land Surveyor, LS 9026

Technical Staff:

Byron Saylor, Senior Engineering Technician

Equipment:

The Surveying Services Unit has a variety of surveying equipment at its disposal for varying tasks that may be required.

Enough equipment exists that in the event a second crew becomes necessary, it can be supplied without the need for additional purchases or rentals.

The following is a list of the major surveying systems/equipment that is operated:

System 1 (Primary System - Crew 1)

Leica TS16i Total Station
Reflectorless EDM with Leica Captivate Survey software – onboard
RH16 radio handle and CS20 field controller for remote control operation

System 2 (Construction Staking - Crew 2)

Leica TCRA 1203 Total Station
Reflectorless EDM with Leica TPS Survey software – onboard

System 3 (Global Positioning System)

Leica Viva GNSS System

2 - CS15 receivers

SATEL TA18 radio

Tripods and accessories

Leica Infinity and Geo Office processing software

Digital leveling system

Leica DNA10 Digital level with 2 bar code level rods

In Office System

3- Dell “Precision 3620” computer with 16GB of ram running at 3.40 GHZ.

Software

- Autodesk Civil 3D 2017 software
- TDS Foresight surveying software
- Star Net adjustment software
- Leica Infinity and Geo Office surveying software

Current Surveying Services Unit Capabilities:

The Surveying Services Unit has the ability to gather all information essential for the mapping, construction staking, and boundary determination for the various projects undertaken by the El Dorado County Department of Transportation. Surveying Services have also performed these services for other El Dorado County Departments / Divisions, including the County Parks and Recreation Department and Facilities Engineering Department. The Surveying Services Unit also supports the needs of the County’s Lake Tahoe Engineering Design and Construction Units.

Project Examples

Green Valley Road Widening

Aerial mapping, control network, construction staking, for the realignment and improvements for Green Valley Rd. from the El Dorado County / Sacramento County line to The Green Valley Rd / Silva Valley Rd. intersection (approx. 3.0K).

Missouri Flat Road / US Hwy 50 Improvements

Aerial mapping, control network, construction staking (Spring 2007), for redesign and improvements of Missouri Flat Road / US Hwy 50 Phase 1A. Project includes survey coordination and acceptance with the California Department of Transportation (Caltrans). Project used the state plane coordinate system zone 2 NAD 83 (Meters). Project provided for the reconstruction of the Missouri Flat Road over-crossing at Hwy 50. On and off ramp reconfigurations and utility relocations. Construction staking completed in November of 2008.

Trail Over Crossing at Highway 50 at Smith Flat

Aerial mapping, control network, construction staking, for the construction of a bicycle and pedestrian overcrossing at US Highway 50 near Smith Flat area of Placerville.

Christmas Valley / South Upper Truckee River

Aerial mapping, control network for approximately 2000 acres of the Lake Tahoe basin, using our GPS System.

Rubicon Trail Mapping

GPS mapping of approximately 8 miles of four wheel drive roadway in El Dorado and Placer Counties. Data collected for use by the Rubicon Oversight Committee for the Rubicon Trail Master plan. Staff provided easement descriptions and exhibits for the entire length of the trail.

Current Surveying Services Unit Functionality:

Surveying Services construction and field related staff is located at the County's Headington facility, 2441 Headington Rd., Placerville, Ca. 95667.

Ph. 530.642.4951 – Joe Neely, Associate Land Surveyor,
Fairlane Engineering Unit

Right of Way Engineering
Field Crew / Office Staff Supervision
Field Coordination / Oversight

Ph. 530.642.4922 – Byron Saylor, Senior Engineering Technician

Survey Crew, Office Technician

Survey Work Request

Survey Work Requests may be obtained at our office, or by contacting one of the persons listed above and a request will be sent to you. The information necessary to proceed with the survey is contained within the form, an example of which is shown on "Example A" at the end of this section.

Construction Staking Work Request

When a project has progressed into the construction phase, we use a different work request "Example B" as shown at the end of this section.



SURVEY NO. _____

SURVEY REQUEST

EL DORADO COUNTY DEPARTMENT
OF TRANSPORTATION

DATE: _____ FROM: _____

PROJECT NAME: _____

LOCATION: _____
(TOWNSITE, RD. NAME, CO. RD. #, MILE POST MARKER)

WORK ORDER#: _____ CONTACT PERSON: _____

PRIORITY: L M H DATE NEEDED: _____

PURPOSE OF SURVEY: _____

SCOPE OF WORK: (BE SPECIFIC) _____

NOTE: ATTACH ALL AVAILABLE REFERENCE MATERIAL

-----DO NOT WRITE BELOW THIS LINE-----

DATE REQUEST RECEIVED: _____ CREW DAYS ESTIMATED: _____

TOWNSHIP, RANGE, SECTION: T. _____ R. _____ S. _____

PARTY CHIEF: _____ CREW: _____

DATE BEGIN SURVEY: _____ COMPLETED: _____

ADDITIONAL INFORMATION: _____

Example "A"
Above

Information Storage and Retrieval Protocol

Each individual project is given a unique job number and information relating to that project is stored in a “Job Binder” in which is kept all relevant data produced by the survey department, and/ or collected data which pertains to the project. This information is categorized and placed in the “Job Binder” under the appropriate section where it can be retrieved whenever the circumstances require. This information is collected using one form or another of electronic device, therefore an electronic copy of such information is stored on the county’s engineering server, where it is “backed up” nightly. The point file formats and extensions are listed below. The “Job Binders” are kept in the Surveying Department’s Headington facility, and are labeled with the appropriate job number and the project title.

Point File Formats and Extensions

*.ASC... ASCII Format used when creating an export file using
Softdesk

*.CSV... Leica user ASCII format for use with Leica Survey Office

Point File Numbering Allocations

(See interoffice memo)
See “Example C”

Description Key codes

Surveying Services uses “Key Codes” when collecting electronic field data for ease of transfer between data collection system and office workstation. A list of “Key Codes” is listed at the end of this report.

Field Notes

Non-electronic data is recorded in field note format shown in “Example D”

**EL DORADO COUNTY
DEPARTMENT OF TRANSPORTATION
INTEROFFICE COMMUNICATION**

Date: Month Day, Year

To: Design Staff

From: Survey Staff

Subject: Project Point Number Allocations

Per our meeting this A.M.:
Point numbering on future projects shall conform to the following:

1-100	Control points (Field)
101-300	Record points, Monumentation (Office)
301-500	Found Monumentation (Field)
501-1000	Design Points (Office)
1001-2000	Field collection during construction (Field)
2001-5000	Template points (Office)
5001-	Topo points (Field)

Example C

TRAVERSE

Typical Description Key13 (*Key*) CP (*Description*)

- 14 AUX CP
- 71 FND RR SPK
- 72 SET RR SPIKE
- 73 FND SPIKE
- 74 SET SPIKE
- 75 FND 3/4" CIP
- 76 FND 1 1/4" CIP
- 77 FND 1 1/2" CIP
- 78 FND 2" CIP
- 79 FND HUB & TK
- 80 SET HUB & TK
- 81 SET LATH
- 82 FND LATH
- 90 AERIAL CONTROL POINT
- 91 SECTION COR
- 92 1/4 COR
- 93 1/16 COR
- 500 RECORD POINT
- 832 FND RBAR
- 833 SET RBAR

ROAD FEATURES

- 1 EP
- 2 CL
- 6 GROUND
- 7 GB
- 8 TOP SLOPE
- 9 TOE SLOPE
- 10 ON SLOPE
- 11 DAYLITE
- 15 CL ROAD
- 16 CL ROAD INT
- 17 CL ROAD BC
- 18 CL ROAD EC
- 19 CL ROAD POC
- 20 CL ROAD PRC
- 21 CL ROAD PI
- 98 DW EDGE
- 99 ETW
- 104 DW CL
- 105 SHLDR
- 812 ROCK OUTCROP

813 EARTH BERM

DITCHES

5 FL
22 FL DITCH
23 ED DITCH
24 FL GUN DITCH
25 ED GUN DITCH
26 FL CONC DITCH
27 ED CONC DITCH
28 FL AC DITCH
29 ED AC DITCH

CURBS AND WALKS

3 TBC
4 TBW
30 FL VERT CURB
31 TB VERT CURB
32 FL ROLLED CURB
33 TB ROLLED CURB
34 FL AC DIKE
35 TB AC DIKE
36 TBC (ROLLED) @ DI
87 TOP AC BERM
88 BACK AC S/W
834 FL VALLEY GUTTER
843 TOP WALL
844 WALL @ GROUND
845 TOP WALL @ ANG. PT.

DRAINAGE

38 CL DI @ GRATE
39 CL GUTTER DI @ GRATE
40 DI INV IN
41 DI INV OUT
60 TOP CMP
61 INV CMP
62 TOP RCP
63 INV RCP
100 C/L SWALE
101 INTX SWALE

102 DAYLIGHT SWALE

103 C/L SWALE

710 FL 4" CMP

711 FL 6" CMP

712 FL 8" CMP

713 FL 12" CMP

714 FL 18" CMP

715 FL 24" CMP

716 FL 30" CMP

717 FL 36" CMP

718 FL 42" CMP

719 FL 48" CMP

720 FL 8" RCP

721 FL 12" RCP

722 FL 18" RCP

723 FL 24" RCP

724 FL 30" RCP

725 FL 36" RCP

726 FL 42" RCP

727 FL 48" RCP

728 FL 54" RCP

729 FL 60" RCP

730 FL 66" RCP

731 FL 72" RCP

732 FL 78" RCP

733 FL 84" RCP

734 FL 90" RCP

735 FL 96" RCP

803 HEADWALL TOP

804 HEADWALL TOE

805 CREEK CL

806 CREEK WL

807 FL CULV

808 LAKE WL

835 FL NAT SWALE

846 TOP OMP

SEWER

42 TOP SSMH

43 SSMH INV IN

44 SSMH INV OUT

45 TOP SDMH

46 SDMH INV IN

47 SDMH INV OUT

64 TOP PVC (SS)

65 INV PVC (SS)
822 SEWER CL
823 SEWER SERV CL
824 SEWER CLEANOUT
825 RODDING INLET

WATER

54 FIRE HYDRANT
66 TOP PVC (H₂O)
67 INV PVC (H₂O)
58 CL WTR METER BOX
59 CL WTR VALVE BOX
705 FNC POST END WTR SRV
706 FNC POST END SWR SRV
826 WATERLINE CL
827 BLOWOFF CL
828 ARV CL
829 WATER SERV CL
830 HOSE BIBB
831 SPRINKLER

ELECTRICAL AND UTILITIES

48 CL ELECT VAULT
49 NE COR ELECT VLT
50 NW COR ELECT VLT
51 SE COR ELECT VLT
52 SW COR ELECT VLT
53 CL PAC BEL VAULT
57 COR PAC BELL VAULT
68 UTILITY POLE
69 UTILITY BOX
70 GUY ANCHOR
700 PAC BELL VLT 7.3x4.5
701 P G E VAULT 5.3x3.4
814 UTIL TRENCH CL
815 UTIL MH
816 GAS CL
817 GAS RISER
818 GAS MTR
819 GAS VALVE
820 CABLE TV BOX
821 CABLE TV VAULT
838 ELEC SERV

839 TELE SERV
840 GAS SERV
841 PROP TANK
842 CABLE SERV

FENCES

83 FENCE ANG PT
84 FENCE POL
85 FENCE BEG
86 FENCE END
810 GATE

SIGNS

94 STREET SIGN
95 STOP SIGN
96 SIGN
97 MAILBOX

STRUCTURES

89 HOUSE COR
809 BLDG COR
836 SHED COR
837 BARN COR
811 CONC PAD

TREES

106 6" DIGGER
108 8" DIGGER
110 10" DIGGER
112 12" DIGGER
114 14" DIGGER
116 16" DIGGER
118 18" DIGGER
120 20" DIGGER
124 24" DIGGER
128 28" DIGGER
132 32" DIGGER
136 36" DIGGER

142 42" DIGGER
148 48" DIGGER
202 2" ORNAMENTAL
204 4" ORNAMENTAL
206 6" ORNAMENTAL
208 8" ORNAMENTAL
210 10" ORNAMENTAL
212 12" ORNAMENTAL
214 14" ORNAMENTAL
216 16" ORNAMENTAL
220 20" ORNAMENTAL
224 24" ORNAMENTAL
233 3" CLUSTER ORNAMNTLS
235 5" CLUSTER ORNAMNTLS
238 8" CLUSTER ORNAMNTLS
304 4" FRUIT TREE
306 6" FRUIT TREE
308 8" FRUIT TREE
310 10" FRUIT TREE
312 12" FRUIT TREE
314 14" FRUIT TREE
316 16" FRUIT TREE
320 20" FRUIT TREE
324 24" FRUIT TREE
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335 5" DIA CLST FRT TRS
338 8" DIA CLST FRT TRS
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345 15" DIA CLST FRT TRS
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450 50" EVERGREEN
455 5" CLUSTER EVERGRNS
460 10" CLUSTER EVERGRNS
465 15" CLUSTER EVERGRNS
470 20" CLUSTER EVERGRNS
475 25" CLUSTER EVERGRNS
480 30" CLUSTER EVERGRNS
485 40" CLUSTER EVERGRNS
490 50" CLUSTER EVERGRNS
506 6" LIVE OAK
508 8" LIVE OAK
510 10" LIVE OAK
512 12" LIVE OAK
514 14" LIVE OAK
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622 22" OAK
624 24" OAK
626 26" OAK
628 28" OAK
630 30" OAK
632 32" OAK
634 34" OAK
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670 20" DIA OAK CLUSTER
675 25" DIA OAK CLUSTER
680 30" DIA OAK CLUSTER
685 40" DIA OAK CLUSTER
690 50" DIA OAK CLUSTER
691 DRIP LINE

SIGNALS

801 SIGNAL POLE
802 ELECTROLLER

Attachment B

CONSULTANT's Name

Surveying Services

AGREEMENT FOR SERVICES #_____

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 _____, a _____ duly qualified to conduct business in the State of California, whose principal place of business is _____ (hereinafter referred to as "CONSULTANT");

R E C I T A L S

WHEREAS, COUNTY has determined that it is necessary to obtain a consultant to assist its Community Development Services, Department of Transportation for field data acquisition and other on-call surveying support services;

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 conform with all applicable federal, state, and local laws and ordinances applicable to the work, including compliance with prevailing wage rates and their payment in accordance with California Labor Code Section 1775;

WHEREAS, COUNTY has determined that the provision of such services provided by CONSULTANT are in the public's best interest and 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: CONSULTANT agrees to furnish personnel, subconsultants, materials, equipment, and services necessary to perform various surveying and associated services. Services shall include, but not be limited to, those tasks as identified in Exhibit A, marked "Scope of Services," incorporated herein and made by reference a part hereof, or as identified in the individual Task Orders or Work Orders, as applicable, to be issued in accordance with this Agreement.

CONSULTANT's services are to be provided specifically in support of projects included in COUNTY's Capital Improvement Program (CIP), Environmental Improvement Program (EIP) projects, Land Development and Right-of-Way projects, and generally in support of other COUNTY activities as required. Before proceeding with any work under

this Agreement, the parties will identify the specific services to be provided for each assignment in individual Task Orders or Work Orders, as applicable.

The specific services for each assignment shall be determined at a meeting or telephone conference between CONSULTANT and COUNTY's Contract Administrator, or designee, to discuss the needs, applicable 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. As applicable, Disadvantaged Business Enterprise (DBE) requirements will be discussed at the meeting or telephone conference and COUNTY's Contract Administrator will provide CONSULTANT with the necessary DBE forms and information for use and/or submittal with CONSULTANT's Task Order/Work Order proposal or CONSULTANT's final invoice. 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, 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.

For services performed on an emergency basis, as determined by COUNTY's Contract Administrator, authorization to perform the required work may occur through verbal or email communication to CONSULTANT. Any verbal or email authorization to perform emergency services under this Agreement will be confirmed to CONSULTANT by a written Task Order or Work Order, as applicable, issued by COUNTY's Contract Administrator. CONSULTANT shall respond to all requests for emergency services within seventy-two (72) hours of the verbal or email service authorization.

COUNTY's Contract Administrator will issue a written Task Order for work assignments where the not-to-exceed cost itemization is greater than \$20,000. COUNTY's Contract Administrator will issue a written Work Order for work assignments where the not-to-exceed cost itemization is \$20,000 or less.

Funding from various local, state, and federal sources may be utilized to fund certain assignments to be performed under this Agreement and, as a consequence, the requirements (other than those incorporated herein below) of the funding agencies related to those grants will be incorporated into the provisions of the specific Task Orders or Work Orders issued for those assignments.

CONSULTANT's responsibilities for compliance with DBE requirements are described in ARTICLE XLV, Disadvantaged Business Enterprise (DBE) Considerations, and in ARTICLE XLVI, DBE Participation, herein. No Task Order or Work Order shall be issued under this Agreement until the required DBE forms have been received and approved by COUNTY's Contract Administrator.

No payment will be made for any work performed prior to approval and full execution of the Task Order or Work Order, as applicable, and no payment will be made for amounts

in excess of the not-to-exceed amount of the Task Order or Work Order. For services performed on an emergency basis, as determined by COUNTY's Contract Administrator, no payment will be made for any work performed prior to the verbal or email authorization to perform the emergency services.

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 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 and Work Orders 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. No Task Order or Work Order will be written which exceeds the cumulative total of the not-to-exceed dollar amount of this Agreement.

COUNTY shall review CONSULTANT's progress at key points as specified in each Task Order or Work Order. Milestone reviews shall be performed for the specific products and deliverables listed in each Task Order and/or Work Order. Milestones may only be changed by written agreement (may consist of an email) between COUNTY's Contract Administrator, or designee and CONSULTANT.

If a submittal or Task Order or Work Order 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). Electronic AutoCAD 2010 or AutoCAD Civil 3D 2010 format shall be used for submittal of plans or other similar documents as specified by COUNTY's Contract Administrator. All deliverables shall be submitted in language, format, and design that are compatible with and completely transferable to COUNTY's computer and engineering applications (e.g., Autodesk/Civil 3D 2010 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 the individual Task Orders or Work Orders issued 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, hereto, 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 individual Task Orders and Work Orders issued pursuant to this Agreement, and including all of the forms and reports required under the DBE provisions of 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.

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.

Any reimbursements for mileage expenses, if any, will only be made if such expenses are included in the Cost Proposal of an approved and fully executed Task Order or Work Order issued pursuant to this Agreement.

Travel costs (i.e., overnight lodging, meals, parking, airfare, bridge tolls, and other per diem expenses) will not be reimbursed as a direct cost for any services performed under this Agreement by CONSULTANT or by any authorized subconsultants. The total amount payable by COUNTY for an individual Task Order or Work Order shall not exceed the amount agreed to in the Task Order or Work Order, unless COUNTY's Contract Administrator and CONSULTANT amend the Task Order or Work Order in writing and prior to the performance of the work.

Cost Proposals shall be submitted for each Task Order and/or Work Order. Cost Proposals are subject to an audit or Certified Public Accountant Indirect Cost Audit Workpaper Review and are more fully described in ARTICLE IX, Audit Review Procedures.

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

ARTICLE III

Progress Reports: Upon issuance of a Task Order or Work Order, 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. 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.
- C. The period of performance for each specific project shall be in accordance with the Task Order or Work Order for that project. If work on a Task Order or Work Order is in progress on the expiration date of this Agreement, the terms of the Agreement shall be extended by written contract amendment prior to expiration of the Agreement.

ARTICLE V

Allowable Costs and Payments:

- A. CONSULTANT will be reimbursed for hours worked at the hourly rates specified in CONSULTANT's Cost Proposal of an approved and fully executed Task Order or Work Order. 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 the cost proposal of an approved and fully executed Task Order or Work Order.

- C. Specific projects will be assigned to CONSULTANT through issuance of Task Orders or Work Orders.
- D. After a project to be performed under this Agreement is identified by COUNTY, COUNTY will prepare a draft Task Order or Work Order, less the cost estimate. A draft Task Order or Work Order will identify the scope of services, expected results, project deliverables, period of performance, and project schedule and will designate a COUNTY Project Coordinator. The draft Task Order or Work Order will be delivered to CONSULTANT for review. CONSULTANT shall return the draft Task Order or Work Order within ten (10) calendar days along with a Cost Estimate, including a written estimate of the number of hours and hourly rates per staff person, any anticipated reimbursable expenses, overhead, fee if any, and total dollar amount. After agreement has been reached on the negotiable items and total cost, the finalized Task Order or Work Order shall be signed by both COUNTY and CONSULTANT.
- E. Task Orders or Work Orders may be negotiated for a lump sum (Firm Fixed Price) or for specific rates of compensation, both of which must be based on the labor and other rates set forth in CONSULTANT's Cost Proposal of an approved and fully executed Task Order or Work Order.
- F. Reimbursement for transportation and subsistence costs shall not exceed the rates as specified in the approved Cost Proposal of an approved and fully executed Task Order or Work Order.
- G. 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.
- H. Progress payments for each Task Order or Work Order will be made in arrears based on services provided and actual costs incurred.
- I. 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.
- J. A Task Order or Work Order is of no force or effect until returned to COUNTY and signed by an authorized representative of COUNTY. No expenditures are authorized on a project and work shall not commence until a Task Order or Work Order for that project has been executed by COUNTY.
- K. CONSULTANT will be reimbursed as promptly as fiscal procedures will permit upon receipt by COUNTY's Contract Administrator of itemized invoices. Separate invoices itemizing all costs are required for all work performed under each Task Order or Work Order. Invoices shall be submitted no later than forty-five (45) calendar days after the performance of work for which CONSULTANT is billing, or upon completion of the Task Order or Work Order. Invoices shall detail the work performed on each milestone, on each project as applicable. Invoices shall follow

the format stipulated for the approved Cost Proposal and shall reference this Agreement number, project title, Task Order or Work Order number, 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. Credits due COUNTY that include any equipment purchased under the provisions of ARTICLE XI, Equipment Purchase, of this Agreement, must be reimbursed by CONSULTANT prior to the expiration or termination of this Agreement. Invoices shall be mailed to COUNTY at the following address:

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

or to such other location as COUNTY directs.

- L. The period of performance for Task Orders or Work Orders shall be in accordance with dates specified in the Task Order or Work Order. No Task Order or Work Order will be written which extends beyond the expiration date of this Agreement.
- M. The total amount payable by COUNTY for an individual Task Order or Work Order shall not exceed the amount agreed to in the Task Order or Work Order, unless authorized by contract amendment.
- N. If CONSULTANT fails to satisfactorily complete a deliverable according to the schedule set forth in a Task Order or Work Order, no payment will be made until the deliverable has been satisfactorily completed.
- O. Task Orders or Work Orders may not be used to amend this Agreement and may not exceed the scope of work under this Agreement.
- P. The total amount payable by COUNTY for all Task Orders or Work Orders, costs or expenses resulting from this Agreement shall not exceed \$450,000. It is understood and agreed that there is no guarantee, either expressed or implied that this dollar amount will be authorized under this Agreement through Task Orders or Work Orders.

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, only mileage expenses for CONSULTANT and for subconsultants, if applicable, shall be eligible for reimbursement in accordance with ARTICLE II, Compensation for Services, above. No reimbursements for travel and subsistence (per diem) expenses for CONSULTANT or subconsultants shall be allowed.
- E. CONSULTANT and its subconsultants, if applicable shall establish and maintain accounting systems and records that properly accumulate and segregate funds received under this Agreement by line item. The accounting systems of CONSULTANT and all subconsultants shall conform to Generally Accepted Accounting Principles (GAAP), shall enable the determination of incurred costs at interim points of completion, and shall provide support for reimbursement of payment vouchers or invoices.

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, COUNTY, FHWA, or any duly authorized representative of the Federal Government 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 federal, 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 federal, state, or local governments have access to CPA work papers, will be considered a breach of contract terms and cause for termination of the 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>.

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 C, 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.

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 D 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, the 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 Surveys Manual; Caltrans Local Assistance Procedures Manual;* the El Dorado County, Department of Transportation, Surveying Services Unit, Capabilities and Functionality Report; the El Dorado County Department of Transportation's Quality Assurance Program; 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.

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, FHWA or other regulatory agencies will not relieve CONSULTANT of this professional responsibility.

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

ARTICLE XX

Quality Control: CONSULTANT shall have a quality control/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 its control/quality procedures. CONSULTANT shall identify quality control reviews to ensure compliance with the 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, including a California Professional Land Surveyor license, 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 Name, Title, 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 and federal 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 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

With a copy to:

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

Attn.: Contract Administrator's Name
Contract Administrator's Title

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:

CONSULTANT's Name
Address
City, State, and Zip Code

Attn.: Name
Title

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

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

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

ARTICLE XXXIX

Working Office: CONSULTANT shall establish a working office at a place acceptable to COUNTY. The parties hereto acknowledge and agree that CONSULTANT's office is located at _____.

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

ARTICLE XLIII

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

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

ARTICLE XLIV

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

ARTICLE XLV

Disadvantaged Business Enterprise (DBE) Considerations: CONSULTANT must give consideration to DBE firms as specified in 23 C.F.R. § 172.5(b) and in Appendix A to 49 C.F.R. § 26. CONSULTANT shall ensure that certified DBE firms have the opportunity to participate in the performance of this Agreement and CONSULTANT shall take all necessary and reasonable steps for such assurance.

As applicable, DBE requirements will be discussed at the meeting or telephone conference held to determine the specific services required in a Task Order or Work Order. COUNTY's Contract Administrator will provide CONSULTANT with the necessary DBE forms and information for use and/or submittal with CONSULTANT's Task Order/Work Order proposal or CONSULTANT's final invoice.

ARTICLE XLVI

Disadvantaged Business Enterprise (DBE) Participation:

- A. This Agreement is subject to 49 C.F.R. § 26 entitled "Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs." Consultants who obtain DBE participation on this Agreement shall assist Caltrans in meeting its federally mandated statewide overall DBE goal.
- B. The goal for DBE participation for this Agreement is ____%. Participation by DBE CONSULTANT or subconsultants shall be in accordance with information contained in the Consultant Proposal DBE Commitment (Exhibit 10-O1) or in the Consultant Contract DBE Commitment (Exhibit 10-O2). If a DBE subconsultant is unable to

perform, CONSULTANT must make a good faith effort to replace him/her with another DBE subconsultant, if the goal is not otherwise met.

- C. DBEs and other small businesses, as defined in 49 C.F.R. § 26, are encouraged to participate in the performance of contracts financed in whole or in part with federal funds. CONSULTANT or subconsultant shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. CONSULTANT shall carry out applicable requirements of 49 C.F.R. § 26 in the award and administration of US DOT-assisted agreements. Failure by CONSULTANT to carry out these requirements is a material breach of this Agreement, which may result in the termination of this Agreement or such other remedy as COUNTY deems appropriate.
- D. Any subcontract entered into as a result of this Agreement shall contain all of the provisions of this section.
- E. A DBE firm may be terminated only with prior written approval from COUNTY and only for the reasons specified in 49 C.F.R. § 26.53(f). Prior to requesting COUNTY's consent for the termination, CONSULTANT must meet the procedural requirements specified in 49 C.F.R. § 26.53(f).
- F. CONSULTANT shall utilize the specific DBEs listed to perform the work and supply the materials, if any, for which each is listed unless CONSULTANT obtains prior written consent from COUNTY's Contract Administrator. CONSULTANT shall not be entitled to any payment for work or material unless it is performed or supplied by the listed DBE without written approval from COUNTY's Contract Administrator.
- G. A DBE performs a Commercially Useful Function (CUF) when it is responsible for execution of the work of the contract and is carrying out its responsibilities by actually performing, managing, and supervising the work involved. To perform a CUF, the DBE must also be responsible with respect to materials and supplies used on the contract, for negotiating price, determining quality and quantity, ordering the material, and installing (where applicable) and paying for the material itself. To determine whether a DBE is performing a CUF, evaluate the amount of work subcontracted, industry practices, whether the amount the firm is to be paid under the contract is commensurate with the work it is actually performing, and other relevant factors.
- H. A DBE does not perform a CUF if its role is limited to that of an extra participant in a transaction, contract, or project through which funds are passed in order to obtain the appearance of DBE participation. In determining whether a DBE is such an extra participant, examine similar transactions, particularly those in which DBEs do not participate.
- I. If a DBE does not perform or exercise responsibility for at least thirty percent (30%) of the total cost of its contract with its own work force, or the DBE subcontracts a greater portion of the work of the contract than would be expected on the basis of

normal industry practice for the type of work involved, it will be presumed that it is not performing a CUF.

- J. CONSULTANT shall maintain records of materials purchased or supplied from all subcontracts entered into with certified DBEs. The records shall show the name and business address of each DBE or vendor and the total dollar amount actually paid each DBE or vendor, regardless of tier. The records shall show the date of payment and the total dollar figure paid to all firms. DBE prime consultants shall also show the date of work performed by their own forces along with the corresponding dollar value of the work.
- K. Upon completion of the Agreement, a summary of these records shall be prepared and submitted on the form entitled, "Final Report-Utilization of Disadvantaged Business Enterprise (DBE), First-Tier Subconsultants" CEM-2402F [Exhibit 17-F, of the LAPM], certified correct by CONSULTANT or CONSULTANT's authorized representative and shall be furnished to COUNTY's Contract Administrator with the final invoice. Failure to provide the summary of DBE payments with the final invoice shall result in twenty-five percent (25%) of the dollar value of the invoice being withheld from payment until the form is submitted. The amount will be returned to CONSULTANT when a satisfactory "Final Report-Utilization of Disadvantaged Business Enterprises (DBE), First-Tier Subconsultants" is submitted to COUNTY's Contract Administrator.
- L. If a DBE subconsultant is decertified during the life of the Agreement, the decertified subconsultant shall notify CONSULTANT in writing with the date of decertification. If a subconsultant becomes a certified DBE during the life of the Agreement, the subconsultant shall notify CONSULTANT in writing with the date of certification. Any changes should be reported to COUNTY's Contract Administrator within thirty (30) days.

ARTICLE XLVII

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

ARTICLE XLVIII

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 XLIX

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

ARTICLE L

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 LI

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 LII

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 LIII

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 LIV

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 LV

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 LVI

Contract Administrator: The COUNTY Officer or employee with responsibility for administering this Agreement is Contract Administrator's Name, Contract Administrator's Title, Community Development Services, Department of Transportation, or successor.

ARTICLE LVII

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 LVIII

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

ARTICLE LIX

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

ARTICLE LX

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

ARTICLE LXI

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 and Department Concurrence:

By: _____ Dated: _____
Contract Administrator's Name
Contract Administrator's Title
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

-- CONSULTANT'S NAME --

By: _____ Dated: _____
Contract Signer
Title
"CONSULTANT"

By: _____ Dated: _____
Name
Corporate Secretary

CONSULTANT's Name

Exhibit A

Scope of Services

On an "on-call" basis, CONSULTANT shall perform all professional and technical services as outlined below which shall include, but not be limited to:

1. Design and Construction Surveying Services:

- Topographic surveying
- Construction staking
- Control traverses
- Aerial control surveys (both horizontal and vertical control)
- Level loops
- Monument ties
- Legal descriptions with exhibit maps
- Record of Survey maps
- Right of Way maps
- Corner Records
- Any and all office calculations required to produce the surveying services products requested by COUNTY's Contract Administrator or designee as part of this Agreement

2. Technical Requirements:

- All surveying services provided shall be performed by or under the direction of a COUNTY or CONSULTANT California Licensed Professional Land Surveyor, dependent upon the specific Task Order or Work Order and scope of work.
- All surveying services must comply with the State of California Department of Transportation (Caltrans) survey specifications as noted in the applicable section of the Caltrans Survey Manual, or a mutually agreed upon alternative procedure.
- All data shall be compatible with Autodesk/Civil 3D 2010 and ASCII file formats.
- CONSULTANT is required to use numeric point coding (description key codes) for applicable data as shown in El Dorado County, Department of Transportation, Surveying Services Unit, Capabilities and Functionality Report. Capabilities and Functionality Report and codes to be used along with a conversion table will be provided by COUNTY.

- CONSULTANT must be knowledgeable and proficient in the use of the California Coordinate System in the acquisition and manipulation of technical data.
- CONSULTANT shall accomplish task assignments utilizing a two-person survey crew unless COUNTY and CONSULTANT mutually agree that different staffing by CONSULTANT is necessary.

3. **Work Schedule, Response and Reporting:**

- CONSULTANT shall provide staff willing and able to work overtime, weekends and nights as directed by COUNTY.
- CONSULTANT agrees to begin work on the required surveying/office tasks within twenty-four (24) hours (unless COUNTY and CONSULTANT mutually agree to a time extension) of Task Order or Work Order execution and shall stay on task until the task is completed. Weekends and COUNTY observed holidays are not included in the 24-hour period. CONSULTANT agrees to provide the deliverables in the timeline specified in each Task Order or Work Order, as applicable.

4. **Capabilities and Functionality Report:**

- El Dorado County, Department of Transportation, Surveying Services Unit, Capabilities and Functionality Report, provides current data regarding staffing, equipment, the unit's capabilities, and functionalities as well as reference to forms and coding requirements to be used by CONSULTANT. CONSULTANT shall refer to this report for reference and for requirements and Standards for Work when providing services under this Agreement and resulting Task Orders and/or Work Orders. The Capabilities and Functionality Report will be provided by COUNTY.

CONSULTANT's Name

Exhibit B

Rate Schedule

Item	Rate
LABOR	
Position/Title	\$0.00 – 0.00 / hour
Position/Title	\$0.00 – 0.00 / hour
Position/Title	\$0.00 – 0.00 / hour
Position/Title	\$0.00 – 0.00 / hour
Position/Title	\$0.00 – 0.00 / hour
Position/Title	\$0.00 – 0.00 / hour
EXPENDITURES	
*Mileage Expenses	
**Other Direct Costs	

* Reimbursement for mileage expenses for CONSULTANT and for any subconsultants, if applicable, shall be compensated in accordance with the provisions of ARTICLE II, Compensation for Services, and ARTICLE VII, Cost Principles and Administrative Requirements, of this Agreement.

** Reimbursement for other direct costs will be billed at cost with no markup for issued Task/Work Orders which state in the Task/Work Order that federal grant funding is included in the funding to support the authorized task work.

CONSULTANT's Name

Exhibit C

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

CONSULTANT's Name

Exhibit D

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: 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

CONSULTANT's Name

Exhibit D

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.

EXHIBIT 10-H1 COST PROPOSAL Page 1 of 3

ACTUAL COST-PLUS-FIXED FEE OR LUMP SUM (FIRM FIXED PRICE) CONTRACTS
(DESIGN, ENGINEERING AND ENVIRONMENTAL STUDIES)

Note: Mark-ups are Not Allowed

Prime Consultant Subconsultant

Consultant _____

Project No. _____ Contract No. _____ Date _____

DIRECT LABOR

Classification/Title	Name	Hours	Actual Hourly Rate	Total
(Project Manager)	_____	_____	\$ _____	\$ _____
(Sr. Civil Engineer)	_____	_____	\$ _____	\$ _____
(Envir. Scientist)	_____	_____	\$ _____	\$ _____
(Inspector)	_____	_____	\$ _____	\$ _____

LABOR COSTS

a) Subtotal Direct Labor Costs \$ _____

b) Anticipated Salary Increases (see page 2 for calculation) \$ _____

c) **TOTAL DIRECT LABOR COSTS [(a) + (b)]** \$ _____

INDIRECT COSTS

d) Fringe Benefits (Rate: ___%) e) Total Fringe Benefits [(c) x (d)] \$ _____

f) Overhead (Rate: ___%) g) Overhead [(c) x (f)] \$ _____

h) General and Administrative (Rate: ___%) i) Gen & Admin [(c) x (h)] \$ _____

j) **TOTAL INDIRECT COSTS [(e) + (g) + (i)]** \$ _____

FIXED FEE

k) **TOTAL FIXED FEE [(c) + (j)] x fixed fee _____%** \$ _____

l) CONSULTANT'S OTHER DIRECT COSTS (ODC) – ITEMIZE (Add additional pages if necessary)

Description of Item	Quantity	Unit	Unit Cost	Total
Mileage Costs			\$	\$
Equipment Rental and Supplies			\$	\$
Permit Fees			\$	\$
Plan Sheets			\$	\$
Test			\$	\$

l) **TOTAL OTHER DIRECT COSTS** \$ _____

m) SUBCONSULTANTS' COSTS (Add additional pages if necessary)

Subconsultant 1: _____ \$ _____

Subconsultant 2: _____ \$ _____

Subconsultant 3: _____ \$ _____

Subconsultant 4: _____ \$ _____

m) **TOTAL SUBCONSULTANTS' COSTS** \$ _____

n) **TOTAL OTHER DIRECT COSTS INCLUDING SUBCONSULTANTS [(l)+(m)]** \$ _____

TOTAL COST [(c) + (j) + (k) + (n)] \$ _____

NOTES:

- All costs must comply with the Federal cost principles. Subconsultants will provide their own cost proposals.
- The cost proposal format shall not be amended. Indirect cost rates should be based on consultant's annual accounting period and established by a cognizant agency or accepted by Caltrans.
- Anticipated salary increases calculation (page 2) must accompany.

EXHIBIT 10-H1 COST PROPOSAL Page 2 of 3

ACTUAL COST-PLUS-FIXED FEE OR LUMP SUM (FIRM FIXED PRICE) CONTRACTS
(CALCULATIONS FOR ANTICIPATED SALARY INCREASES)

1. Calculate Average Hourly Rate for 1st year of the contract (Direct Labor Subtotal divided by total hours)

Direct Labor <u>Subtotal</u> per Cost Proposal	Total Hours per Cost Proposal	=	Avg Hourly Rate	5 Year Contract Duration
\$250,000.00	5000		\$50.00	Year 1 Avg Hourly Rate

2. Calculate hourly rate for all years (Increase the Average Hourly Rate for a year by proposed escalation %)

	Avg Hourly Rate		Proposed Escalation			
Year 1	\$50.00	+	2%	=	\$51.00	Year 2 Avg Hourly Rate
Year 2	\$51.00	+	2%	=	\$52.02	Year 3 Avg Hourly Rate
Year 3	\$52.02	+	2%	=	\$53.06	Year 4 Avg Hourly Rate
Year 4	\$53.06	+	2%	=	\$54.12	Year 5 Avg Hourly Rate

3. Calculate estimated hours per year (Multiply estimate % each year by total hours)

	Estimated % Completed Each Year		Total Hours per Cost Proposal		Total Hours per Year	
Year 1	20.0%	*	5000	=	1000	Estimated Hours Year 1
Year 2	40.0%	*	5000	=	2000	Estimated Hours Year 2
Year 3	15.0%	*	5000	=	750	Estimated Hours Year 3
Year 4	15.0%	*	5000	=	750	Estimated Hours Year 4
Year 5	10.0%	*	5000	=	500	Estimated Hours Year 5
Total	100%		Total	=	5000	

4. Calculate Total Costs including Escalation (Multiply Average Hourly Rate by the number of hours)

	Avg Hourly Rate (calculated above)		Estimated hours (calculated above)		Cost per Year	
Year 1	\$50.00	*	1000	=	\$50,000.00	Estimated Hours Year 1
Year 2	\$51.00	*	2000	=	\$102,000.00	Estimated Hours Year 2
Year 3	\$52.02	*	750	=	\$39,015.00	Estimated Hours Year 3
Year 4	\$53.06	*	750	=	\$39,795.30	Estimated Hours Year 4
Year 5	\$54.12	*	500	=	\$27,060.80	Estimated Hours Year 5
Total Direct Labor Cost with Escalation					=	\$257,871.10
Direct Labor Subtotal before Escalation					=	\$250,000.00
Estimated total of Direct Labor Salary Increase					=	\$7,871.10

Transfer to Page 1

NOTES:

1. This is not the only way to estimate salary increases. Other methods will be accepted if they clearly indicate the % increase, the # of years of the contract, and a breakdown of the labor to be performed each year.
2. An estimation that is based on direct labor multiplied by salary increase % multiplied by the # of years is not acceptable. (i.e. \$250,000 x 2% x 5 yrs = \$25,000 is not an acceptable methodology)
3. This assumes that one year will be worked at the rate on the cost proposal before salary increases are granted.
4. Calculations for anticipated salary escalation must be provided.

EXHIBIT 10-H1 COST PROPOSAL Page 3 of 3

Certification of Direct Costs:

I, the undersigned, certify to the best of my knowledge and belief that all direct costs identified on the cost proposal(s) in this contract are actual, reasonable, allowable, and allocable to the contract in accordance with the contract terms and the following requirements:

1. Generally Accepted Accounting Principles (GAAP)
2. Terms and conditions of the contract
3. [Title 23 United States Code Section 112](#) - Letting of Contracts
4. [48 Code of Federal Regulations Part 31](#) - Contract Cost Principles and Procedures
5. [23 Code of Federal Regulations Part 172](#) - Procurement, Management, and Administration of Engineering and Design Related Service
6. [48 Code of Federal Regulations Part 9904 - Cost Accounting Standards Board](#) (when applicable)

All costs must be applied consistently and fairly to all contracts. All documentation of compliance must be retained in the project files and be in compliance with applicable federal and state requirements. Costs that are noncompliant with the federal and state requirements are not eligible for reimbursement. Local governments are responsible for applying only cognizant agency approved or Caltrans accepted Indirect Cost Rate(s).

Prime Consultant or Subconsultant Certifying:

Name: _____

Title *: _____

Signature : _____

Date of Certification (mm/dd/yyyy): ____

Email: _____

Phone Number: _____

Address: _____

*An individual executive or financial officer of the consultant’s or subconsultant’s organization at a level no lower than a Vice President or a Chief Financial Officer, or equivalent, who has authority to represent the financial information utilized to establish the cost proposal for the contract.

List services the consultant is providing under the proposed contract:

EXHIBIT 10-H2 COST PROPOSAL Page 1 of 3

SPECIFIC RATE OF COMPENSATION (USE FOR ON-CALL OR AS-NEEDED CONTRACTS)
(NON- PREVAILING WAGE CONSTRUCTION ENGINEERING AND INSPECTION CONTRACTS)

Note: Mark-ups are Not Allowed

Consultant _____ Prime Consultant Subconsultant

Project No. _____ Contract No. _____ Participation Amount \$ _____ Date _____

For Combined Rate	Fringe Benefit % + General & Administrative %	=	Combined ICR%
For Home Office Rate	Fringe Benefit % + General & Administrative %	=	Home Office ICR%
For Field Office Rate	Fringe Benefit % + General & Administrative %	=	Field Office ICR%

_____ Fee = _____ %

BILLING INFORMATION

CALCULATION INFORMATION

Name/Job Title/Classification ¹	Hourly Billing Rates ²			Effective Date of Hourly Rate From	To	Actual or Avg. Hourly Rate ⁴	% or \$ Increase	Hourly Range - or Classifications Only
	Straight ³	OT(1.5x)	OT(2x)					
John Doe – Project Manager Civil Engineer II	\$0.00	\$0.00	\$0.00	01/01/2016	12/31/2016	\$0.00		Not Applicable
	\$0.00	\$0.00	\$0.00	01/01/2017	12/31/2017	\$0.00		
	\$0.00	\$0.00	\$0.00	01/01/2018	12/31/2018	\$0.00		
Sue Jones – Construction Engineer/Inspector Engineer I	\$0.00	\$0.00	\$0.00	01/01/2016	12/31/2016	\$0.00		Not Applicable
	\$0.00	\$0.00	\$0.00	01/01/2017	12/31/2017	\$0.00		
	\$0.00	\$0.00	\$0.00	01/01/2018	12/31/2018	\$0.00		
Buddy Black – Claims Engineer Engineer III	\$0.00	\$0.00	\$0.00	01/01/2016	12/31/2016	\$0.00		Not Applicable
	\$0.00	\$0.00	\$0.00	01/01/2017	12/31/2017	\$0.00		
	\$0.00	\$0.00	\$0.00	01/01/2018	12/31/2018	\$0.00		
Land Surveyor	\$0.00	\$0.00	\$0.00	01/01/2016	12/31/2016	\$0.00		0.0%
	\$0.00	\$0.00	\$0.00	01/01/2017	12/31/2017	\$0.00	0.0%	
	\$0.00	\$0.00	\$0.00	01/01/2018	12/31/2018	\$0.00	0.0%	
Technician	\$0.00	\$0.00	\$0.00	01/01/2016	12/31/2016	\$0.00		0.0%
	\$0.00	\$0.00	\$0.00	01/01/2017	12/31/2017	\$0.00	0.0%	
	\$0.00	\$0.00	\$0.00	01/01/2018	12/31/2018	\$0.00	0.0%	

NOTES:

1. All costs must comply with the Federal cost principles. Subconsultants will provide their own cost proposals.
2. The cost proposal format shall not be amended.
3. Billing rate = actual hourly rate * (1+ ICR) * (1+ Fee). Indirect cost rates should be based on the consultant's annual accounting period, established by a cognizant agency or accepted by Caltrans. All costs must comply with the Federal cost principles for reimbursement.
4. For named employees and key personnel enter the actual hourly rate. For classifications only, enter the Average Hourly Rate for that classification.

EXHIBIT 10-H2 COST PROPOSAL Page 2 of 3

SPECIFIC RATE OF COMPENSATION (USE FOR ON-CALL OR AS-NEEDED CONTRACTS)
(CONSTRUCTION ENGINEERING AND INSPECTION CONTRACTS)

Consultant _____ Prime Consultant Subconsultant

Project No. _____ Contract No. _____ Date _____

SCHEDULE OF OTHER DIRECT COST ITEMS (Add additional pages as necessary)				
Description of Item	Quantity	Unit	Unit Cost	Total
Mileage Costs			\$	\$
Equipment Rental and Supplies			\$	\$
Permit Fees			\$	\$
Plan Sheets			\$	\$
Test			\$	\$
Vehicle			\$	\$
Subconsultant 1:			\$	\$
Subconsultant 2:			\$	\$
Subconsultant 3:			\$	\$
Subconsultant 4:			\$	\$
Subconsultant 5:			\$	\$

Note: Add additional pages if necessary.

NOTES:

1. List other direct cost items with estimated costs. These costs should be competitive in their respective industries and supported with appropriate documentation.
2. Proposed ODC items should be consistently billed regardless of client and contract type.
3. Items when incurred for the same purpose, in like circumstance, should not be included in any indirect cost pool or in the overhead rate.
4. Items such as special tooling, will be reimbursed at actual cost with supporting documentation (invoice).
5. Items listed above that would be considered "tools of the trade" are not reimbursable as other direct cost.
6. Travel related costs should be pre-approved by the contracting agency and shall not exceed current State Department of Personnel Administration rules.

7. If mileage is claimed, the rate should be properly supported by the consultant's calculation of their actual costs for company vehicles. In addition, the miles claimed should be supported by mileage logs.
8. If a consultant proposes rental costs for a vehicle, the company must demonstrate that this is its standard procedure for all of their contracts and that they do not own any vehicles that could be used for the same purpose.
9. The cost proposal format shall not be amended. All costs must comply with the Federal cost principles.
10. Add additional pages if necessary.
11. Subconsultants must provide their own cost proposals.

EXHIBIT 10-H2 COST PROPOSAL Page 3 of 3

Certification of Direct Costs:

I, the undersigned, certify to the best of my knowledge and belief that all direct costs identified on the cost proposal(s) in this contract are actual, reasonable, allowable, and allocable to the contract in accordance with the contract terms and the following requirements:

- 7. Generally Accepted Accounting Principles (GAAP)
- 8. Terms and conditions of the contract
- 9. [Title 23 United States Code Section 112](#) - Letting of Contracts
- 10. [48 Code of Federal Regulations Part 31](#) - Contract Cost Principles and Procedures
- 11. [23 Code of Federal Regulations Part 172](#) - Procurement, Management, and Administration of Engineering and Design Related Service
- 12. [48 Code of Federal Regulations Part 9904 - Cost Accounting Standards Board](#) (when applicable)

All costs must be applied consistently and fairly to all contracts. All documentation of compliance must be retained in the project files and be in compliance with applicable federal and state requirements. Costs that are noncompliant with the federal and state requirements are not eligible for reimbursement.

Prime Consultant or Subconsultant Certifying:

Name: _____

Title *: _____

Signature : _____

Date of Certification (mm/dd/yyyy): ____

Email: _____

Phone Number: _____

Address: _____

* An individual executive or financial officer of the consultant’s or subconsultant’s organization at a level no lower than a Vice President or a Chief Financial Officer, or equivalent, who has authority to represent the financial information utilized to establish the cost proposal for the contract.

List services the consultant is providing under the proposed contract:

--

EXHIBIT 10-H3 COST PROPOSAL Page 1 of 2

COST PER UNIT OF WORK CONTRACTS
(GEOTECHNICAL AND MATERIAL TESTING)

Note: Mark-ups are Not Allowed

Prime Consultant Subconsultant

Consultant _____

Project No. _____ Contract No. _____ Date _____

Unit/Item of Work:

(Example: Log of Test Boring for Soils Report, or ADL Testing for Hazardous Waste Material Study)
Include as many Items as necessary.

DIRECT LABOR	Hours	Billing Hourly Rate (\$)	Total (\$)
Professional (Classification)*	_____	_____	_____
Sub-professional/Technical**	_____	_____	_____
EQUIPMENT 1 (with Operator)	_____	_____	_____
EQUIPMENT 2 (with Operator)	_____	_____	_____

Consultant's Other Direct Costs (ODC) – Itemize:

Description of Item	Quantity	Unit	Unit Cost	Total
ODC Example: Travel/Mileage Costs			\$	\$
ODC Example: Mobilization/De-mobilization			\$	\$
ODC Example: Supplies/Consumables			\$	\$
ODC Example: Report			\$	\$
ODC (List more ODCs as applicable)			\$	\$
Subconsultant 1:				\$
Subconsultant 2:				\$
Subconsultant 3:				\$
Subconsultant 4:				\$
Subconsultant 5:				\$

Note: Attach additional pages if necessary.

TOTAL COST PER UNIT OF WORK \$ _____

NOTES:

1. All costs must comply with the Federal cost principles. Subconsultants will provide their own cost proposals. The cost proposal format shall not be amended.
2. Hourly billing rates should be consistent with publicly advertised rates charged to all clients (Commercial, Private or Public).
3. Mobilization/De-mobilization is based on site location and number and frequency of tests/items.
4. ODC items shall be based on actual costs and supported by historical data and other documentation.
5. ODC items that would be considered "tools of the trade" are not reimbursable.
6. Billing Hourly Rates must be actual, allowable, and reasonable.

EXHIBIT 10-H3 COST PROPOSAL Page 2 of 2

Certification of Direct Costs:

I, the undersigned, certify to the best of my knowledge and belief that all direct costs identified on the cost proposal(s) in this contract are actual, reasonable, allowable, and allocable to the contract in accordance with the contract terms and the following requirements:

- 13. Generally Accepted Accounting Principles (GAAP)
- 14. Terms and conditions of the contract
- 15. [Title 23 United States Code Section 112](#) - Letting of Contracts
- 16. [48 Code of Federal Regulations Part 31](#) - Contract Cost Principles and Procedures
- 17. [23 Code of Federal Regulations Part 172](#) - Procurement, Management, and Administration of Engineering and Design Related Service
- 18. [48 Code of Federal Regulation Part 9904 - Cost Accounting Standards Board](#) (when applicable)

All costs must be applied consistently and fairly to all contracts. All documentation of compliance must be retained in the project files and be in compliance with applicable federal and state requirements. Costs that are noncompliant with the federal and state requirements are not eligible for reimbursement.

Prime Consultant or Subconsultant Certifying:

Name: _____

Title*: _____

Signature : _____

Date of Certification (mm/dd/yyyy): ____

Email: _____

Phone Number: _____

Address: _____

* An individual executive or financial officer of the consultant’s or subconsultant’s organization at a level no lower than a Vice President or a Chief Financial Officer, or equivalent, who has authority to represent the financial information utilized to establish the cost proposal for the contract.

List services the consultant is providing under the proposed contract:

--

**EXHIBIT 10-K CONSULTANT ANNUAL CERTIFICATION OF
INDIRECT COSTS AND FINANCIAL MANAGEMENT SYSTEM**

(Note: If a Safe Harbor Indirect Cost Rate is approved, this form is not required.)

Consultant's Full Legal Name: _____

Important: Consultant means the individual or consultant providing engineering and design related services as a party of a contract with a recipient or sub-recipient of Federal assistance. Therefore, the Indirect Cost Rate(s) shall not be combined with its parent company or subsidiaries.

Indirect Cost Rate:

Combined Rate _____ % **OR**

Home Office Rate _____ % and Field Office Rate (if applicable) _____ %

Facilities Capital Cost of Money _____ % (if applicable)

Fiscal period * _____

* Fiscal period is annual one year applicable accounting period that the Indirect Cost Rate was developed (not the contract period). The Indirect Cost Rate is based on the consultant's one-year applicable accounting period for which financial statements are regularly prepared by the consultant.

I have reviewed the proposal to establish an Indirect Cost Rate(s) for the **fiscal period** as specified above and have determined to the best of my knowledge and belief that:

- All costs included in the cost proposal to establish the indirect cost rate(s) are allowable in accordance with the cost principles of the Federal Acquisition Regulation (FAR) 48, Code of Federal Regulations (CFR), Chapter 1, Part 31 (48 CFR Part 31);
- The cost proposal does not include any costs which are expressly unallowable under the cost principles of 48 CFR Part 31;
- The accounting treatment and billing of prevailing wage delta costs are consistent with our prevailing wage policy as either direct labor, indirect costs, or other direct costs on all federally-funded A&E Consultant Contracts.
- All known material transactions or events that have occurred subsequent to year-end affecting the consultant's ownership, organization, and indirect cost rates have been disclosed as of the date of this certification.

I am providing the required and applicable documents as instructed on Exhibit 10-A.

Financial Management System:

Our labor charging, job costing, and accounting systems meet the standards for financial reporting, accounting records, and internal control adequate to demonstrate that costs claimed have been incurred, appropriately accounted for, are allocable to the contract, and comply with the federal requirements as set forth in [Title 23 United States Code \(U.S.C.\) Section 112\(b\)\(2\)](#); [48 CFR Part 31.201-2\(d\)](#); [23 CFR, Chapter 1, Part 172.11\(a\)\(2\)](#); and all applicable state and federal rules and regulations.

Our financial management system has the following attributes:

- Account numbers identifying allowable direct, indirect, and unallowable cost accounts;
- Ability to accumulate and segregate allowable direct, indirect, and unallowable costs into separate cost

accounts;

- Ability to accumulate and segregate allowable direct costs by project, contract and type of cost;
- Internal controls to maintain integrity of financial management system;
- Ability to account and record costs consistently and to ensure costs billed are in compliance with FAR;
- Ability to ensure and demonstrate costs billed reconcile to general ledgers and job costing system; and
- Ability to ensure costs are in compliance with contract terms and federal and state requirement

Cost Reimbursements on Contracts:

I also understand that failure to comply with 48 CFR Part 16.301-3 or knowingly charge unallowable costs to Federal-Aid Highway Program (FAHP) contracts may result in possible penalties and sanctions as provided by the following:

- Sanctions and Penalties - [23 CFR Part 172.11\(c\)\(4\)](#)
- False Claims Act - [Title 31 U.S.C. Sections 3729-3733](#)
- Statements or entries generally - [Title 18 U.S.C. Section 1001](#)
- Major Fraud Act - [Title 18 U.S.C. Section 1031](#)

All A&E Contract Information:

- Total participation amount \$ _____ on all State and FAHP contracts for Architectural & Engineering services that the consultant received in the last three fiscal periods.
- The number of states in which the consultant does business is _____.
- Years of consultant’s experience with 48 CFR Part 31 is _____.
- Audit history of the consultant’s current and prior years (if applicable)

<input type="checkbox"/> Cognizant ICR Audit	<input type="checkbox"/> Local Gov’t ICR Audit	<input type="checkbox"/> Caltrans ICR Audit
<input type="checkbox"/> CPA ICR Audit	<input type="checkbox"/> Federal Gov’t ICR Audit	

I, the undersigned, certify all of the above to the best of my knowledge and belief and that I have reviewed the Indirect Cost Rate Schedule to determine that any costs which are expressly unallowable under the Federal cost principles have been removed and comply with [Title 23 U.S.C. Section 112\(b\)\(2\)](#), [48 CFR Part 31](#), [23 CFR Part 172](#), and all applicable state and federal rules and regulations. I also certify that I understand that all documentation of compliance must be retained by the consultant. I hereby acknowledge that costs that are noncompliant with the federal and state requirements are not eligible for reimbursement and must be returned to Caltrans.

Name** : _____ Title** : _____

Signature: _____ Date of Certification (mm/dd/yyyy): _____

Email** : _____ Phone Number** : _____

**An individual executive or financial officer of the consultant’s or subconsultant’s organization at a level no lower than a Vice President, a Chief Financial Officer, or equivalent, who has authority to represent the financial information used to establish the indirect cost rate.

Note: ***Both prime and subconsultants as parties of a contract must complete their own Exhibit 10-K forms. Caltrans will not process local agency’s invoices until a complete Exhibit 10-K form is accepted and approved by Caltrans Audits and Investigations.***

Distribution: 1) Original - Local Agency Project File
 2) Copy - Consultant
 3) Copy - Caltrans Audits and Investigations

EXHIBIT 10-I NOTICE TO PROPOSERS DBE INFORMATION

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

1. TERMS AS USED IN THIS DOCUMENT

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

2. AUTHORITY AND RESPONSIBILITY

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

3. SUBMISSION OF DBE INFORMATION

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

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

4. DBE PARTICIPATION GENERAL INFORMATION

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

- A. A DBE must be a small business firm defined pursuant to 13 CFR 121 and be certified through the California Unified Certification Program (CUCP).
- B. A certified DBE may participate as a prime consultant, subconsultant, joint venture partner, as a vendor of material or supplies, or as a trucking company.

- C. A DBE proposer not proposing as a joint venture with a non-DBE, will be required to document one or a combination of the following:
 - 1. The proposer is a DBE and will meet the goal by performing work with its own forces.
 - 2. The proposer will meet the goal through work performed by DBE subconsultants, suppliers or trucking companies.
 - 3. The proposer, prior to proposing, made adequate good faith efforts to meet the goal.
- D. A DBE joint venture partner must be responsible for specific contract items of work or clearly defined portions thereof. Responsibility means actually performing, managing, and supervising the work with its own forces. The DBE joint venture partner must share in the capital contribution, control, management, risks and profits of the joint venture commensurate with its ownership interest.
- E. A DBE must perform a commercially useful function pursuant to 49 CFR 26.55, that is, a DBE firm must be responsible for the execution of a distinct element of the work and must carry out its responsibility by actually performing, managing and supervising the work.
- F. The proposer shall list only one subconsultant for each portion of work as defined in their proposal and all DBE subconsultants should be listed in the bid/cost proposal list of subconsultants.
- G. A prime consultant who is a certified DBE is eligible to claim all of the work in the Contract toward the DBE participation except that portion of the work to be performed by non-DBE subconsultants.

5. RESOURCES

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

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

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

- A. If the materials or supplies are obtained from a DBE manufacturer, count 100 percent of the cost of the materials or supplies. A DBE manufacturer is a firm that operates or maintains a factory, or establishment that produces on the premises the materials, supplies, articles, or equipment required under the Contract and of the general character described by the specifications.
- B. If the materials or supplies purchased from a DBE regular dealer, count 60 percent of the cost of the materials or supplies. A DBE regular dealer is a firm that owns, operates or maintains a store, warehouse, or other establishment in which the materials, supplies, articles or equipment of the general character described by the specifications and required under the Contract are bought, kept in stock, and regularly sold or leased to the public in the usual course of business. To be a DBE regular dealer, the firm must be an established, regular business that engages, as its principal business and under its own name, in the purchase and sale or lease of the products in question. A person may be a DBE regular dealer in such bulk

items as petroleum products, steel, cement, gravel, stone or asphalt without owning, operating or maintaining a place of business provided in this section.

- C. If the person both owns and operates distribution equipment for the products, any supplementing of regular dealers' own distribution equipment shall be, by a long-term lease agreement and not an ad hoc or Agreement-by-Agreement basis. Packagers, brokers, manufacturers' representatives, or other persons who arrange or expedite transactions are not DBE regular dealers within the meaning of this section.
- D. Materials or supplies purchased from a DBE, which is neither a manufacturer nor a regular dealer, will be limited to the entire amount of fees or commissions charged for assistance in the procurement of the materials and supplies, or fees or transportation charges for the delivery of materials or supplies required on the job site, provided the fees are reasonable and not excessive as compared with fees charged for similar services.

EXHIBIT 10-01 CONSULTANT PROPOSAL DBE COMMITMENT

1. Local Agency: _____ 2. Contract DBE Goal: _____
 3. Project Description: _____
 4. Project Location: _____
 5. Consultant's Name: _____ 6. Prime Certified DBE:

7. Description of Work, Service, or Materials Supplied	8. DBE Certification Number	9. DBE Contact Information	10. DBE %
Local Agency to Complete this Section			11. TOTAL CLAIMED DBE PARTICIPATION %
17. Local Agency Contract Number: _____ 18. Federal-Aid Project Number: _____ 19. Proposed Contract Execution Date: _____			
Local Agency certifies that all DBE certifications are valid and information on this form is complete and accurate.			
_____ 20. Local Agency Representative's Signature	_____ 21. Date	_____ 12. Preparer's Signature	_____ 13. Date
_____ 22. Local Agency Representative's Name	_____ 23. Phone	_____ 14. Preparer's Name	_____ 15. Phone
_____ 24. Local Agency Representative's Title	_____ 16. Preparer's Title		

DISTRIBUTION: Original – Included with consultant's proposal to local agency.

ADA Notice: For individuals with sensory disabilities, this document is available in alternate formats. For information call (916) 654-6410 or TDD (916) 654-3880 or write Records and Forms Management, 1120 N Street, MS-89, Sacramento, CA 95814.

INSTRUCTIONS – CONSULTANT PROPOSAL DBE COMMITMENTCONSULTANT SECTION

- 1. Local Agency** - Enter the name of the local or regional agency that is funding the contract.
- 2. Contract DBE Goal** - Enter the contract DBE goal percentage as it appears on the project advertisement.
- 3. Project Description** - Enter the project description as it appears on the project advertisement (Bridge Rehab, Seismic Rehab, Overlay, Widening, etc.).
- 4. Project Location** - Enter the project location as it appears on the project advertisement.
- 5. Consultant's Name** - Enter the consultant's firm name.
- 6. Prime Certified DBE** - Check box if prime contractor is a certified DBE.
- 7. Description of Work, Services, or Materials Supplied** - Enter description of work, services, or materials to be provided. Indicate all work to be performed by DBEs including work performed by the prime consultant's own forces, if the prime is a DBE. If 100% of the item is not to be performed or furnished by the DBE, describe the exact portion to be performed or furnished by the DBE. See LAPM Chapter 9 to determine how to count the participation of DBE firms.
- 8. DBE Certification Number** - Enter the DBE's Certification Identification Number. All DBEs must be certified on the date bids are opened.
- 9. DBE Contact Information** - Enter the name, address, and phone number of all DBE subcontracted consultants. Also, enter the prime consultant's name and phone number, if the prime is a DBE.
- 10. DBE %** - Percent participation of work to be performed or service provided by a DBE. Include the prime consultant if the prime is a DBE. See LAPM Chapter 9 for how to count full/partial participation.
- 11. Total Claimed DBE Participation %** - Enter the total DBE participation claimed. If the total % claimed is less than item "Contract DBE Goal," an adequately documented Good Faith Effort (GFE) is required (see Exhibit 15-H DBE Information - Good Faith Efforts of the LAPM).
- 12. Preparer's Signature** - The person completing the DBE commitment form on behalf of the consultant's firm must sign their name.
- 13. Date** - Enter the date the DBE commitment form is signed by the consultant's preparer.
- 14. Preparer's Name** - Enter the name of the person preparing and signing the consultant's DBE commitment form.
- 15. Phone** - Enter the area code and phone number of the person signing the consultant's DBE commitment form.
- 16. Preparer's Title** - Enter the position/title of the person signing the consultant's DBE commitment form.

LOCAL AGENCY SECTION

- 17. Local Agency Contract Number** - Enter the Local Agency contract number or identifier.
- 18. Federal-Aid Project Number** - Enter the Federal-Aid Project Number.
- 19. Proposed Contract Execution Date** - Enter the proposed contract execution date.
- 20. Local Agency Representative's Signature** - The person completing this section of the form for the Local Agency must sign their name to certify that the information in this and the Consultant Section of this form is complete and accurate.
- 21. Date** - Enter the date the DBE commitment form is signed by the Local Agency Representative.
- 22. Local Agency Representative's Name** - Enter the name of the Local Agency Representative certifying the consultant's DBE commitment form.
- 23. Phone** - Enter the area code and phone number of the person signing the consultant's DBE commitment form.
- 24. Local Agency Representative Title** - Enter the position/title of the Local Agency Representative certifying the consultant's DBE commitment form.

EXHIBIT 10-02 CONSULTANT CONTRACT DBE COMMITMENT

1. Local Agency: _____ 2. Contract DBE Goal: _____
 3. Project Description: _____
 4. Project Location: _____
 5. Consultant's Name: _____ 6. Prime Certified DBE: 7. Total Contract Award Amount: _____
 8. Total Dollar Amount for **ALL** Subconsultants: _____ 9. Total Number of **ALL** Subconsultants: _____

10. Description of Work, Service, or Materials Supplied	11. DBE Certification Number	12. DBE Contact Information	13. DBE Dollar Amount
Local Agency to Complete this Section			\$
20. Local Agency Contract Number: _____ 21. Federal-Aid Project Number: _____ 22. Contract Execution Date: _____			%
Local Agency certifies that all DBE certifications are valid and information on this form is complete and accurate.			
IMPORTANT: Identify all DBE firms being claimed for credit, regardless of tier. Written confirmation of each listed DBE is required.			
23. Local Agency Representative's Signature _____		14. TOTAL CLAIMED DBE PARTICIPATION	
24. Date _____		15. Preparer's Signature _____ 16. Date _____	
25. Local Agency Representative's Name _____		17. Preparer's Name _____ 18. Phone _____	
26. Phone _____		19. Preparer's Title _____	
27. Local Agency Representative's Title _____			

DISTRIBUTION: 1. Original – Local Agency
 2. Copy – Caltrans District Local Assistance Engineer (DLAE). Failure to submit to DLAE within 30 days of contract execution may result in de-obligation of federal funds on contract.

ADA Notice: For individuals with sensory disabilities, this document is available in alternate formats. For information call (916) 654-6410 or TDD (916) 654-3880 or write Records and Forms Management, 1120 N Street, MS-89, Sacramento, CA 95814.

INSTRUCTIONS – CONSULTANT CONTRACT DBE COMMITMENTCONSULTANT SECTION

- 1. Local Agency** - Enter the name of the local or regional agency that is funding the contract.
- 2. Contract DBE Goal** - Enter the contract DBE goal percentage as it appears on the project advertisement.
- 3. Project Description** - Enter the project description as it appears on the project advertisement (Bridge Rehab, Seismic Rehab, Overlay, Widening, etc).
- 4. Project Location** - Enter the project location as it appears on the project advertisement.
- 5. Consultant's Name** - Enter the consultant's firm name.
- 6. Prime Certified DBE** - Check box if prime contractor is a certified DBE.
- 7. Total Contract Award Amount** - Enter the total contract award dollar amount for the prime consultant.
- 8. Total Dollar Amount for ALL Subconsultants** – Enter the total dollar amount for all subcontracted consultants. SUM = (DBEs + all Non-DBEs). Do not include the prime consultant information in this count.
- 9. Total number of ALL subconsultants** – Enter the total number of all subcontracted consultants. SUM = (DBEs + all Non-DBEs). Do not include the prime consultant information in this count.
- 10. Description of Work, Services, or Materials Supplied** - Enter description of work, services, or materials to be provided. Indicate all work to be performed by DBEs including work performed by the prime consultant's own forces, if the prime is a DBE. If 100% of the item is not to be performed or furnished by the DBE, describe the exact portion to be performed or furnished by the DBE. See LAPM Chapter 9 to determine how to count the participation of DBE firms.
- 11. DBE Certification Number** - Enter the DBE's Certification Identification Number. All DBEs must be certified on the date bids are opened.
- 12. DBE Contact Information** - Enter the name, address, and phone number of all DBE subcontracted consultants. Also, enter the prime consultant's name and phone number, if the prime is a DBE.
- 13. DBE Dollar Amount** - Enter the subcontracted dollar amount of the work to be performed or service to be provided. Include the prime consultant if the prime is a DBE. See LAPM Chapter 9 for how to count full/partial participation.
- 14. Total Claimed DBE Participation** - \$: Enter the total dollar amounts entered in the "DBE Dollar Amount" column. %: Enter the total DBE participation claimed ("Total Participation Dollars Claimed" divided by item "Total Contract Award Amount"). If the total % claimed is less than item "Contract DBE Goal," an adequately documented Good Faith Effort (GFE) is required (see Exhibit 15-H DBE Information - Good Faith Efforts of the LAPM).
- 15. Preparer's Signature** - The person completing the DBE commitment form on behalf of the consultant's firm must sign their name.
- 16. Date** - Enter the date the DBE commitment form is signed by the consultant's preparer.
- 17. Preparer's Name** - Enter the name of the person preparing and signing the consultant's DBE commitment form.
- 18. Phone** - Enter the area code and phone number of the person signing the consultant's DBE commitment form.
- 19. Preparer's Title** - Enter the position/title of the person signing the consultant's DBE commitment form.

LOCAL AGENCY SECTION

- 20. Local Agency Contract Number** - Enter the Local Agency contract number or identifier.
- 21. Federal-Aid Project Number** - Enter the Federal-Aid Project Number.
- 22. Contract Execution Date** - Enter the date the contract was executed.
- 23. Local Agency Representative's Signature** - The person completing this section of the form for the Local Agency must sign their name to certify that the information in this and the Consultant Section of this form is complete and accurate.
- 24. Date** - Enter the date the DBE commitment form is signed by the Local Agency Representative.
- 25. Local Agency Representative's Name** - Enter the name of the Local Agency Representative certifying the consultant's DBE commitment form.
- 26. Phone** - Enter the area code and phone number of the person signing the consultant's DBE commitment form.
- 27. Local Agency Representative Title** - Enter the position/title of the Local Agency Representative certifying the consultant's DBE commitment form.

EXHIBIT 15-H DBE INFORMATION —GOOD FAITH EFFORTS

DBE INFORMATION - GOOD FAITH EFFORTS

Federal-aid Project No. _____ Bid Opening Date _____

The _____ (City/County of) _____ established a Disadvantaged Business Enterprise (DBE) goal of _____% for this project. The information provided herein shows that a good faith effort was made.

Lowest, second lowest and third lowest bidders shall submit the following information to document adequate good faith efforts. Bidders should submit the following information even if the “Local Agency Bidder DBE Commitment” form indicates that the bidder has met the DBE goal. This will protect the bidder’s eligibility for award of the contract if the administering agency determines that the bidder failed to meet the goal for various reasons, e.g., a DBE firm was not certified at bid opening, or the bidder made a mathematical error.

Submittal of only the “Local Agency Bidder DBE Commitment” form may not provide sufficient documentation to demonstrate that adequate good faith efforts were made.

The following items are listed in the Section entitled “Submission of DBE Commitment” of the Special Provisions:

- A. The names and dates of each publication in which a request for DBE participation for this project was placed by the bidder (please attach copies of advertisements or proofs of publication):

Publications	Dates of Advertisement

- B. The names and dates of written notices sent to certified DBEs soliciting bids for this project and the dates and methods used for following up initial solicitations to determine with certainty whether the DBEs were interested (please attach copies of solicitations, telephone records, fax confirmations, etc.):

Names of DBEs Solicited	Date of Initial Solicitation	Follow Up Methods and Dates

C. The items of work which the bidder made available to DBE firms including, where appropriate, any breaking down of the contract work items (including those items normally performed by the bidder with its own forces) into economically feasible units to facilitate DBE participation. It is the bidder's responsibility to demonstrate that sufficient work to facilitate DBE participation was made available to DBE firms.

Items of Work	Bidder Normally Performs Item (Y/N)	Breakdown of Items	Amount (\$)	Percentage Of Contract

D. The names, addresses and phone numbers of rejected DBE firms, the reasons for the bidder's rejection of the DBEs, the firms selected for that work (please attach copies of quotes from the firms involved), and the price difference for each DBE if the selected firm is not a DBE:

Names, addresses and phone numbers of rejected DBEs and the reasons for the bidder's rejection of the DBEs:

Names, addresses and phone numbers of firms selected for the work above:

E. Efforts made to assist interested DBEs in obtaining bonding, lines of credit or insurance, and any technical assistance or information related to the plans, specifications and requirements for the work which was provided to DBEs:

- F. Efforts made to assist interested DBEs in obtaining necessary equipment, supplies, materials or related assistance or services, excluding supplies and equipment the DBE subcontractor purchases or leases from the prime contractor or its affiliate:

- G. The names of agencies, organizations or groups contacted to provide assistance in contacting, recruiting and using DBE firms (please attach copies of requests to agencies and any responses received, i.e., lists, Internet page download, etc.):

Name of Agency/Organization	Method/Date of Contact	Results
-----------------------------	------------------------	---------

- H. Any additional data to support a demonstration of good faith efforts (use additional sheets if necessary):

NOTE: USE ADDITIONAL SHEETS OF PAPER IF NECESSARY.

INSTRUCTIONS – FINAL REPORT-UTILIZATION OF DISADVANTAGED BUSINESS ENTERPRISES (DBE) AND FIRST-TIER SUBCONTRACTORS

- 1. Local Agency Contract Number** - Enter the Local Agency contract number or identifier.
- 2. Federal-Aid Project Number** - Enter the Federal-Aid Project Number.
- 3. Local Agency** - Enter the name of the local or regional agency that is funding the contract.
- 4. Contract Completion Date** - Enter the date the contract was completed.
- 5. Contractor/Consultant** - Enter the contractor/consultant's firm name.
- 6. Business Address** - Enter the contractor/consultant's business address.
- 7. Final Contract Amount** - Enter the total final amount for the contract.
- 8. Contract Item Number** - Enter contract item for work, services, or materials supplied provided. Not applicable for consultant contracts.
- 9. Description of Work, Services, or Materials Supplied** - Enter description of work, services, or materials provided. Indicate all work to be performed by DBEs including work performed by the prime contractor/consultant's own forces, if the prime is a DBE. If 100% of the item is not to be performed or furnished by the DBE, describe the exact portion to be performed or furnished by the DBE. See LAPM Chapter 9 to determine how to count the participation of DBE firms.
- 10. Company Name and Business Address** - Enter the name, address, and phone number of all subcontracted contractors/consultants. Also, enter the prime contractor/consultant's name and phone number, if the prime is a DBE.
- 11. DBE Certification Number** - Enter the DBE's Certification Identification Number. Leave blank if subcontractor is not a DBE.
- 12. Contract Payments** - Enter the subcontracted dollar amount of the work performed or service provided. Include the prime contractor/consultant if the prime is a DBE. The Non-DBE column is used to enter the dollar value of work performed by firms that are not certified DBE or for work after a DBE becomes decertified.
- 13. Date Work Completed** - Enter the date the subcontractor/subconsultant's item work was completed.
- 14. Date of Final Payment** - Enter the date when the prime contractor/consultant made the final payment to the subcontractor/subconsultant for the portion of work listed as being completed.
- 15. Original DBE Commitment Amount** - Enter the "Total Claimed DBE Participation Dollars" from Exhibits 15-G or 10-O2 for the contract.
- 16. Total** - Enter the sum of the "Contract Payments" Non-DBE and DBE columns.
- 17. Contractor/Consultant Representative's Signature** - The person completing the form on behalf of the contractor/consultant's firm must sign their name.
- 18. Contractor/Consultant Representative's Name** - Enter the name of the person preparing and signing the form.
- 19. Phone** - Enter the area code and telephone number of the person signing the form.
- 20. Date** - Enter the date the form is signed by the contractor's preparer.
- 21. Local Agency Representative's Signature** - A Local Agency Representative must sign their name to certify that the contracting records and on-site performance of the DBE(s) has been monitored.
- 22. Local Agency Representative's Name** - Enter the name of the Local Agency Representative signing the form.
- 23. Phone** - Enter the area code and telephone number of the person signing the form.
- 24. Date** - Enter the date the form is signed by the Local Agency Representative.

**INSTRUCTIONS –DISADVANTAGED BUSINESS ENTERPRISES (DBE)
CERTIFICATION STATUS CHANGE**

- 1. Local Agency Contract Number** - Enter the Local Agency contract number or identifier.
- 2. Federal-Aid Project Number** - Enter the Federal-Aid Project Number.
- 3. Local Agency** - Enter the name of the local or regional agency that is funding the contract.
- 4. Contract Completion Date** - Enter the date the contract was completed.
- 5. Contractor/Consultant** - Enter the contractor/consultant's firm name.
- 6. Business Address** - Enter the contractor/consultant's business address.
- 7. Final Contract Amount** - Enter the total final amount for the contract.
- 8. Contract Item Number** - Enter contract item for work, services, or materials supplied provided. Not applicable for consultant contracts.
- 9. DBE Contact Information** - Enter the name, address, and phone number of all DBE subcontracted contractors/consultants.
- 10. DBE Certification Number** - Enter the DBE's Certification Identification Number.
- 11. Amount Paid While Certified** - Enter the actual dollar value of the work performed by those subcontractors/subconsultants during the time period they are certified as a DBE.
- 12. Certification/Decertification Date (Letter Attached)** - Enter either the date of the Decertification Letter sent out by the Office of Business and Economic Opportunity (OBEO) or the date of the Certification Certificate mailed out by OBEO.
- 13. Comments** - If needed, provide any additional information in this section regarding any of the above certification status changes.
- 14. Contractor/Consultant Representative's Signature** - The person completing the form on behalf of the contractor/consultant's firm must sign their name.
- 15. Contractor/Consultant Representative's Name** - Enter the name of the person preparing and signing the form.
- 16. Phone** - Enter the area code and telephone number of the person signing the form.
- 17. Date** - Enter the date the form is signed by the contractor's preparer.
- 18. Local Agency Representative's Signature** - A Local Agency Representative must sign their name to certify that the contracting records and on-site performance of the DBE(s) has been monitored.
- 19. Local Agency Representative's Name** - Enter the name of the Local Agency Representative signing the form.
- 20. Phone** - Enter the area code and telephone number of the person signing the form.
- 21. Date** - Enter the date the form is signed by the Local Agency Representative.



**COUNTY OF EL DORADO
Procurement & Contracts**

ATTN: Purchasing Agent
330 Fair Lane
Placerville, CA 95667

REQUEST FOR PROPOSALS #19-918-006

DUE: 3:00 p.m. – AUGUST 1, 2018

Sealed Proposals must be clearly marked on the outside of the package with:

“RFP #19-918-006 – DO NOT OPEN”

ON-CALL SURVEYING SUPPORT SERVICES

Addendum I

The following changes have been made to the subject RFP:

Attachment A – Capabilities and Functionality Report has been replaced in its entirety with the attached.

Except as herein amended, all other parts and sections of RFP #19-918-006 shall remain unchanged and in full force and effect.

Indicate receipt of this addendum by signing below. This Addendum I must be returned with the Proposers response.

End of Addendum I

Approved by:

Alex Strudley
Procurement & Contracts Manager

Date

Acknowledged by:

Printed Name:
Title:

Date

Attachment A

El Dorado County

Department of Transportation

Surveying Services Unit

Capabilities and Functionality Report

July 2018

El Dorado County Department of Transportation - Surveying Services
(530) 642-4951

Objectives:

Today's multi-organizational project development efforts require the use of a common, accurate horizontal and vertical survey datum and consistent, precise control survey procedures to ensure the accurate location of fixed works and rights-of-way. The surveying services unit strives to provide both traditional and GNSS (Global Navigation Satellite System) data that can be efficiently shared among county staff and consultants.

Organizational Path:

Community Development Services
Department of Transportation
Headington & Fairlane Engineering Units
Surveying Services

Current Surveying Services Staffing:

Professional Staff:

Joe Neely, Associate Land Surveyor, LS

Technical Staff:

Kenji Sugiyama, Assistant in Land Surveying - Tahoe, LSIT

Byron Saylor, Senior Engineering Technician

Equipment:

The Surveying Services Unit has a variety of surveying equipment at its disposal for varying tasks that may be required.

Enough equipment exists that in the event a second crew becomes necessary, it can be supplied without the need for additional purchases or rentals.

The following is a list of the major surveying systems/equipment that is operated:

System 1 (Primary System - Crew 1)

Leica TS16i Total Station
Reflectorless EDM with Leica Captivate Survey software – onboard
RH16 radio handle and CS20 field controller for remote control operation

System 2 (Secondary System - Crew 2)

Leica TCRA 1203 Total Station
Reflectorless EDM with Leica Smartworr Viva Survey software – onboard

System 3 (Global Navigation Satellite System)

Leica Viva GNSS System
2 - CS15 receivers
SATEL TA18 radio
Tripods and accessories
Leica Infinity and Geo Office processing software

Digital leveling system

Leica DNA10 Digital level with 2 bar code level rods

In Office System

3- Dell “Precision 3620” computer with 16GB of ram running at
3.40 GHZ.

Software

- Autodesk Civil 3D 2017 software
- Leica Infinity and Geo Office surveying software
- TDS Foresight surveying software
- Star Net adjustment software

Current Surveying Services Unit Capabilities:

The Surveying Services Unit has the ability to gather all information essential for the mapping, construction staking, and boundary determination for the various projects undertaken by the El Dorado County Department of Transportation. Surveying Services have also performed these services for other El Dorado County Departments / Divisions, including the County Parks and Recreation Department, Environmental Management Department, and Facilities Engineering Department. The Surveying Services Unit also supports the needs of the County’s Tahoe Engineering Group.

Project Examples:

U.S. 50 / Silva Valley Parkway Interchange Project – Phase 1

GNSS control network, digital levelling, and staking required for the construction of a new highway 50 overcrossing, on/off ramps, and realignment of frontage roads in El Dorado Hills, CA.

U.S. Hwy 50 HOV lanes

GNSS control network, conventional traverse, digital levelling and staking required for the multiple-phase construction of HOV lanes from County line to Cameron Park Drive (5 miles) including bridge construction and on/off ramp reconfiguration in El Dorado Hills, CA.

U.S. 50 / Missouri Flat Road Interchange Improvements

Aerial mapping, control network, supplemental ground topo, property-network mapping, land acquisition documents, construction staking, monumentation, record of survey mapping, and Caltrans right of way mapping for improvements necessary for multiple phase construction including an overcrossing at hwy 50, on/off ramp reconfigurations, bike path, and widening of hwy 50 / weber creek bridges in Placerville, CA.

Green Valley Road at Tennessee Creek Bridge Replacement Project

Control network, topographic mapping, property-network mapping, land acquisition documents, construction staking, monumentation, and record of survey mapping for construction of a bridge, intersection signalization, and associated improvements in Rescue, CA.
Project received awards from ASCE and APWA.

Green Valley Road at Weber Creek Bridge Replacement Project

Aerial mapping, control network, topographic mapping, property-network mapping, land acquisition documents, construction staking, monumentation, and record of survey mapping for construction of a bridge and associated improvements in Placerville, CA.
Project received awards from ASCE and APWA.

Northside School Class I Bike Path Project Phases 1 and 2

Aerial mapping, control network, supplemental ground topo, property-network mapping, land acquisition documents, construction staking, monumentation, record of survey mapping, and Caltrans right of way mapping for improvements necessary for 0.84 miles of bike path on State Hwy 193 (Phase 1) and 1.0 mile of bike path on State Hwy 49 (Phase 2) located in Cool, CA.

Salmon Falls Road Realignment - South of Glenesk Lane

Control network, topographic mapping, property-network mapping, land acquisition documents, construction staking, monumentation, and record of survey mapping for safety improvements of the profile and alignment of Salmon Falls Road in Pilot Hill, CA.

Cold Springs Road at Mount Shasta Lane Realignment

Control network, topographic mapping, property-network mapping, land acquisition documents, construction staking, monumentation, and record of survey mapping for safety improvements of the 0.4 miles of Cold Springs Road.

Current Surveying Services Unit Functionality:

West Slope

2441 Headington Rd., Placerville, CA, 95667

Ph. 530.642.4951 – Joe Neely, Associate Land Surveyor

**Right of Way Engineering
Field Crew / Office Staff Supervision
Field Coordination / Oversight**

Ph. 530.642.4922 – Byron Saylor, Senior Engineering Technician

Survey Crew, Office Technician

Tahoe

924 Emerald Bay Blvd., South Lake Tahoe, CA, 96150

Ph. 530.573.7907 – Kenji Sugiyama, Assistant in Land Surveying

Tahoe Engineering Group - Surveying Support

Survey Work Request

Survey Work Requests may be obtained at our office, or by contacting one of the persons listed above and a request will be sent to you. The information necessary to proceed with the survey is contained within the form, an example of which is shown on “Example A” at the end of this section.

Construction Staking Work Request

When a project has progressed into the construction phase, we use a different work request “Example B” as shown at the end of this section.



SURVEY NO. _____

SURVEY REQUEST

EL DORADO COUNTY DEPARTMENT
OF TRANSPORTATION

DATE: _____ FROM: _____

PROJECT NAME: _____

LOCATION: _____
(TOWNSITE, RD. NAME, CO. RD. #, MILE POST MARKER)

WORK ORDER#: _____ CONTACT PERSON: _____

PRIORITY: L M H DATE NEEDED: _____

PURPOSE OF SURVEY: _____

SCOPE OF WORK: (BE SPECIFIC) _____

NOTE: ATTACH ALL AVAILABLE REFERENCE MATERIAL

-----DO NOT WRITE BELOW THIS LINE-----

DATE REQUEST RECIEVED: _____ CREW DAYS ESTIMATED: _____

TOWNSHIP, RANGE, SECTION: T. _____ R. _____ S. _____

PARTY CHIEF: _____ CREW: _____

DATE BEGIN SURVEY: _____ COMPLETED: _____

ADDITIONAL INFORMATION: _____

Example "A"
Above

EL DORADO COUNTY - DEPARTMENT OF TRANSPORTATION
REQUEST FOR CONSTRUCTION STAKING

EDC-SS14-01

EDC REQUEST NO. _____

FILE: _____

EDC PROJECT NUMBER & NAME: _____

TO BE FILLED IN BY ...		CONTRACTOR		RESIDENT ENG.		PARTY CHIEF		
PRIORITY	TYPE OF STAKING	STAKES DATE		LOCATION LINE, STATION TO STATION, LANE, SIDE, ETC.	DATE	DATE AND TIME ARRIVAL OF CON STAKES CHECKED BY	DATE STAKES SET - BEGAN COMPLETED	IF RESET TOTAL SURVEY MANHOURS
		ORIGINAL	RESET					

IF ORIGINAL STAKES WILL BE USED FOR ORIGINAL DATE

RECEIVED BY (CONTRACTOR'S REP.) _____ DATE _____ PARTY CHIEF _____

RECEIVED BY (RESIDENT ENGINEER) _____ DATE _____ TIME _____

VERIFICATION OF ORIGINAL STAKES BY _____

COMMENTS _____

REMAINING CHARGES _____

MANHOURS @ \$ _____ /HR = \$ _____

CHARGE REMAINING COSTS TO CONTRACTOR YES NO

SIGNATURE OF RESIDENT ENGINEER _____

Example “B”

Above

Information Storage and Retrieval Protocol

Each individual project is given a unique job number and information relating to that project is stored in a “Job Binder” which holds all relevant data produced by the surveying unit and collected data which pertains to the project. This information is categorized and placed in the “Job Binder” under the appropriate section where it can be retrieved whenever the circumstances require. This information is collected using one form or another of electronic device, therefore an electronic copy of such information is stored on the county’s engineering server, where it is “backed up” nightly. The point file formats and extensions are listed below. The “Job Binders” are kept in the Department’s Headington facility, and are labeled with the appropriate job number and the project title.

Point File Formats and Extensions

*.ASC... ASCII Format used when creating an export file using Autodesk.

*.CSV... Leica user ASCII format for use with Leica Geo Office

Both .ASC and .CSV files shall be in a “PNEZD” comma-delimited format (Point number, Northing, Easting, Elevation, Description).

Point File Numbering Allocations

(See “Example C”)

Description Key codes

Surveying Services uses “Key Codes” when collecting electronic field data for ease of transfer between data collection system and office workstation. A list of “Key Codes” is listed at the end of this report.

Field Notes

Non-electronic data is recorded in field note format shown in “Example D”

**EL DORADO COUNTY
DEPARTMENT OF TRANSPORTATION
SURVEYING SERVICES**

POINT FILE NUMBERING ALLOCATIONS

1-100	Control points (Field)
101-200	Aerial control targets (Field)
201-300	Record Monuments (Office)
301-500	Found Monuments (Field)
501-2000	Design Points (Office)
2001-5000	Template points (Office)
5001-20000	Topo points (Field)
20001-30000	Tagged Tree Points (Field)
30001-40000	Construction points – Staked (Field)

Example D

Above

Typical Description Key:
13 (*Key*) CP (*Description*)

TRAVERSE

13 CP
14 AUX CP
71 FND RR SPK
72 SET RR SPIKE
73 FND SPIKE
74 SET SPIKE
75 FND 3/4" CIP
76 FND 1 1/4" CIP
77 FND 1 1/2" CIP
78 FND 2" CIP
79 FND HUB & TK
80 SET HUB & TK
81 SET LATH
82 FND LATH
90 AERIAL CONTROL POINT
91 SECTION COR
92 1/4 COR
93 1/16 COR
500 RECORD POINT
832 FND RBAR
833 SET RBAR

ROAD FEATURES

1 EP
2 CL
6 GROUND
7 GB
8 TOP SLOPE
9 TOE SLOPE
10 ON SLOPE
11 DAYLITE
15 CL ROAD
16 CL ROAD INT
17 CL ROAD BC
18 CL ROAD EC
19 CL ROAD POC
20 CL ROAD PRC

21 CL ROAD PI
98 DW EDGE
99 ETW
104 DW CL
105 SHLDR
812 ROCK OUTCROP

813 EARTH BERM

DITCHES

5 FL
22 FL DITCH
23 ED DITCH
24 FL GUN DITCH
25 ED GUN DITCH
26 FL CONC DITCH
27 ED CONC DITCH
28 FL AC DITCH
29 ED AC DITCH

CURBS AND WALKS

3 TBC
4 TBW
30 FL VERT CURB
31 TB VERT CURB
32 FL ROLLED CURB
33 TB ROLLED CURB
34 FL AC DIKE
35 TB AC DIKE
36 TBC (ROLLED) @ DI
87 TOP AC BERM
88 BACK AC S/W
834 FL VALLEY GUTTER
843 TOP WALL
844 WALL @ GROUND
845 TOP WALL @ ANG. PT.

DRAINAGE

38 CL DI @ GRATE

39 CL GUTTER DI @ GRATE
40 DI INV IN
41 DI INV OUT
60 TOP CMP
61 INV CMP
62 TOP RCP
63 INV RCP
100 C/L SWALE
101 INTX SWALE
102 DAYLIGHT SWALE
710 FL 4" CMP
711 FL 6" CMP
712 FL 8" CMP
713 FL 12" CMP
714 FL 18" CMP
715 FL 24" CMP
716 FL 30" CMP
717 FL 36" CMP
718 FL 42" CMP
719 FL 48" CMP
720 FL 8" RCP
721 FL 12" RCP
722 FL 18" RCP
723 FL 24" RCP
724 FL 30" RCP
725 FL 36" RCP
726 FL 42" RCP
727 FL 48" RCP
728 FL 54" RCP
729 FL 60" RCP
730 FL 66" RCP
731 FL 72" RCP
732 FL 78" RCP
733 FL 84" RCP
734 FL 90" RCP
735 FL 96" RCP
803 HEADWALL TOP
804 HEADWALL TOE
805 CREEK CL
806 CREEK WL
807 FL CULV
808 LAKE WL
835 FL NAT SWALE
846 TOP OMP

SEWER

42 TOP SSMH

43 SSMH INV IN
44 SSMH INV OUT
45 TOP SDMH
46 SDMH INV IN
47 SDMH INV OUT
64 TOP PVC (SS)
65 INV PVC (SS)
822 SEWER CL
823 SEWER SERV CL
824 SEWER CLEANOUT
825 RODDING INLET

WATER

54 FIRE HYDRANT
66 TOP PVC (H₂O)
67 INV PVC (H₂O)
58 CL WTR METER BOX
59 CL WTR VALVE BOX
705 FNC POST END WTR SRV
706 FNC POST END SWR SRV
826 WATERLINE CL
827 BLOWOFF CL
828 ARV CL
829 WATER SERV CL
830 HOSE BIBB
831 SPRINKLER

ELECTRICAL AND UTILITIES

48 CL ELECT VAULT
49 NE COR ELECT VLT
50 NW COR ELECT VLT
51 SE COR ELECT VLT
52 SW COR ELECT VLT
53 CL PAC BEL VAULT
57 COR PAC BELL VAULT
68 UTILITY POLE
69 UTILITY BOX
70 GUY ANCHOR
700 PAC BELL VLT 7.3x4.5
701 P G E VAULT 5.3x3.4
814 UTIL TRENCH CL
815 UTIL MH
816 GAS CL
817 GAS RISER
818 GAS MTR
819 GAS VALVE
820 CABLE TV BOX

821 CABLE TV VAULT
838 ELEC SERV
839 TELE SERV
840 GAS SERV
841 PROP TANK
842 CABLE SERV

FENCES

83 FENCE ANG PT
84 FENCE POL
85 FENCE BEG
86 FENCE END
810 GATE

SIGNS

94 STREET SIGN
95 STOP SIGN
96 SIGN
97 MAILBOX

STRUCTURES

89 HOUSE COR
809 BLDG COR
836 SHED COR
837 BARN COR
811 CONC PAD

TREES

106 6" DIGGER
108 8" DIGGER
110 10" DIGGER
112 12" DIGGER
114 14" DIGGER
116 16" DIGGER
118 18" DIGGER
120 20" DIGGER
124 24" DIGGER
128 28" DIGGER
132 32" DIGGER
136 36" DIGGER
142 42" DIGGER
148 48" DIGGER
202 2" ORNAMENTAL
204 4" ORNAMENTAL
206 6" ORNAMENTAL
208 8" ORNAMENTAL
210 10" ORNAMENTAL
212 12" ORNAMENTAL
214 14" ORNAMENTAL

216 16" ORNAMENTAL
220 20" ORNAMENTAL
224 24" ORNAMENTAL
233 3" CLUSTER ORNAMNTLS
235 5" CLUSTER ORNAMNTLS
238 8" CLUSTER ORNAMNTLS
304 4" FRUIT TREE
306 6" FRUIT TREE
308 8" FRUIT TREE
310 10" FRUIT TREE
312 12" FRUIT TREE
314 14" FRUIT TREE
316 16" FRUIT TREE
320 20" FRUIT TREE
324 24" FRUIT TREE
333 3" DIA CLST FRT TRS
335 5" DIA CLST FRT TRS
338 8" DIA CLST FRT TRS
340 10" DIA CLST FRT TRS
345 15" DIA CLST FRT TRS
350 20" DIA CLST FRT TRS
355 25" DIA CLST FRT TRS
406 6" EVERGREEN
408 8" EVERGREEN
410 10" EVERGREEN
412 12" EVERGREEN
414 14" EVERGREEN
416 16" EVERGREEN
418 18" EVERGREEN
420 20" EVERGREEN
422 22" EVERGREEN
424 24" EVERGREEN
426 26" EVERGREEN
428 28" EVERGREEN
430 30" EVERGREEN
432 32" EVERGREEN
434 34" EVERGREEN
436 36" EVERGREEN
438 38" EVERGREEN
440 40" EVERGREEN
442 42" EVERGREEN
444 44" EVERGREEN
446 46" EVERGREEN
448 48" EVERGREEN
450 50" EVERGREEN
455 5" CLUSTER EVERGRNS
460 10" CLUSTER EVERGRNS

465 15" CLUSTER EVERGRNS
470 20" CLUSTER EVERGRNS
475 25" CLUSTER EVERGRNS
480 30" CLUSTER EVERGRNS
485 40" CLUSTER EVERGRNS
490 50" CLUSTER EVERGRNS
506 6" LIVE OAK
508 8" LIVE OAK
510 10" LIVE OAK
512 12" LIVE OAK
514 14" LIVE OAK
516 16" LIVE OAK
518 18" LIVE OAK
520 20" LIVE OAK
522 22" LIVE OAK
524 24" LIVE OAK
526 26" LIVE OAK
528 28" LIVE OAK
530 30" LIVE OAK
532 32" LIVE OAK
534 34" LIVE OAK
536 36" LIVE OAK
538 38" LIVE OAK
540 40" LIVE OAK
542 42" LIVE OAK
544 44" LIVE OAK
546 46" LIVE OAK
548 48" LIVE OAK
553 3" DIA LV OAK CLSTR
555 5" DIA LV OAK CLSTR
560 10" DIA LV OAK CLSTR
565 15" DIA LV OAK CLSTR
570 20" DIA LV OAK CLSTR
575 25" DIA LV OAK CLSTR
580 30" DIA LV OAK CLSTR
585 40" DIA LV OAK CLSTR
590 50" DIA LV OAK CLSTR
606 6" OAK
608 8" OAK
610 10" OAK
612 12" OAK
614 14" OAK
616 16" OAK
618 18" OAK
620 20" OAK
622 22" OAK
624 24" OAK

626 26" OAK
628 28" OAK
630 30" OAK
632 32" OAK
634 34" OAK
636 36" OAK
638 38" OAK
640 40" OAK
642 42" OAK
644 44" OAK
646 46" OAK
648 48" OAK
650 50" OAK
653 3" DIA OAK CLUSTER
655 5" DIA OAK CLUSTER
660 10" DIA OAK CLUSTER
665 15" DIA OAK CLUSTER
670 20" DIA OAK CLUSTER
675 25" DIA OAK CLUSTER
680 30" DIA OAK CLUSTER
685 40" DIA OAK CLUSTER
690 50" DIA OAK CLUSTER
691 DRIP LINE

SIGNALS

801 SIGNAL POLE
802 ELECTROLLER