

# ORIGINAL

## CBC Surveys, Inc.

### Surveying Services

#### AGREEMENT FOR SERVICES # *AGMT 11-53301*

**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 CBC Surveys, Inc., a Corporation duly qualified to conduct business in the State of California, whose principal place of business is 1300 Ethan Way, Suite 300, Sacramento, California 95825, (hereinafter referred to as "Consultant");

#### RECITALS

**WHEREAS**, County has determined that it is necessary to obtain a consultant to assist its Department of Transportation in meeting deadlines for either field data acquisition or 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 be in conformity with all applicable federal, state and local laws and ordinances applicable to the work, including compliance with prevailing wage rates and their payment in accordance with California Labor Code, Section 1775;

**WHEREAS**, County has determined that the provision of such services provided by Consultant are in the public's best interest, and authorized by El Dorado County Charter, Section 210(b)(6) and/or Government Code Section 31000;

**NOW, THEREFORE**, County and Consultant mutually agree as follows:

#### ARTICLE I

**Scope of Services:** Consultant agrees to furnish personnel, materials, equipment and services necessary to perform various on-call surveying 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.

Consultant's services are to be provided specifically in support of projects included in County's Capital Improvement Program (CIP) and Environmental Improvement Program (EIP) 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 to be issued in accordance with this Agreement.

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, any necessary permits, on a task-by-task basis. Following the meeting, 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), which shall require written approval, authorization, and written notification to proceed from County's Contract Administrator, prior to commencement of the work.

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 issued for those assignments.

If federal funding will be utilized for a specific assignment under this Agreement, Consultant shall prepare and submit with its Task Order proposal a "Local Agency Proposer-UDBE Commitment (On Call Consultant Contracts)" form and a "Local Agency Proposer DBE Information (On Call Consultant Contracts)" form for each Task Order to be issued under this Agreement, unless County's race conscious goals have been met for the federal fiscal year in which the Task Order is executed. Consultant's responsibilities for compliance with DBE requirements are more fully described in ARTICLE XXXVI, Disadvantaged Business Enterprise (DBE) Considerations and in ARTICLE XXXVII, DBE Participation herein. The required DBE forms are included in the Exhibits to this Agreement. No Task Order shall be issued under this Agreement until the required DBE forms have been received and approved by the Contract Administrator.

No payment will be made for any work performed prior to approval and full execution of the Task Order, and no payment will be made for amounts in excess of the not-to-exceed amount of the Task Order.

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

The period of performance for Task Orders shall be in accordance with dates specified in each Task Order. No payment will be made for any work performed before or after the period of performance in the Task Order, unless County's Contract Administrator and Consultant amend the Task Order. No Task 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. Milestone reviews shall be performed for the specific products and deliverables listed in each Task Order. Milestones may only be changed by written agreement between County's Contract Administrator and Consultant.

If a submittal or Task Order deliverable is required to be an electronic file, Consultant shall produce the file using Microsoft Office 2003 applications (specifically, MS Word, MS Project and MS Excel). Signed reports shall be submitted in Adobe portable document format (PDF). Electronic Autodesk Civil 3D 2010 and ASCII file formats shall be used for submittal of data or other similar documents as specified by the 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 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 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 XIV, Default, Termination, and Cancellation herein.

All of the services included in this Article are the responsibility of Consultant, unless specifically described as a task or item of work to be provided by County.

## **ARTICLE II**

**Term:** This Agreement shall become effective when fully executed by both parties hereto and shall expire three (3) years thereafter or upon completion of all issued Task Order, whichever is later.

## **ARTICLE III**

**Compensation for Services:** For services provided herein, including all of the deliverables described in individual Task Orders issued pursuant to this Agreement, and including all of the forms and reports required under the Disadvantaged Business Enterprise (DBE) provisions of this Agreement; and including the progress reports required by ARTICLE IV, Progress Reports, below, County agrees to pay Consultant monthly in arrears. Payment shall be made within thirty (30) days following County receipt and approval of itemized invoices detailing services rendered.

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

Neither mileage nor travel costs (i.e., overnight lodging, meals, parking, airfare, bridge tolls, and other per diem expenses) will be reimbursed as a direct cost for any services performed under this Agreement by Consultant.

The total amount of this Agreement, inclusive of all costs and Task Orders and expenses shall not exceed \$150,000.

Itemized invoices shall follow the format specified by County and shall reference this Agreement number and the County-supplied Task Order number, both on their faces and on any enclosures or backup documentation. Consultant shall bill County for only one (1) Task Order per invoice. When federal grant funding is utilized to support the authorized task work, Consultant shall prepare and submit a fully executed "Final Report – Utilization of Disadvantaged Business Enterprises (DBE), First-Tier Subconsultants" form with its final invoice for each such Task Order issued under this Agreement. Twenty-five percent (25%) of the value of the final invoice shall be withheld until County's receipt and approval of the required DBE form. Consultant's responsibilities for compliance with DBE requirements are more fully described in ARTICLE XXXVI, Disadvantaged Business Enterprise (DBE) Considerations and in ARTICLE XXXVII, DBE Participation herein.

As applicable, in accordance with ARTICLE XII, Prevailing Wage, Consultant shall provide County's CA 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 Project. No invoice shall be paid until the certified payroll is submitted.

Consultant shall attach copies of any progress reports required under the provisions of ARTICLE IV, Progress Reports that relate to the services being billed to every invoice submitted for payment under the terms of this Agreement. Copies of documentation attached to invoices shall reflect Consultant's charges for the specific services billed on those invoices. Invoices shall be mailed to County at the following address:

County of El Dorado  
Department of Transportation  
2850 Fairlane Court  
Placerville, California 95667  
Attn.: Administration Division – Accounts Payable

or to such other location as County directs.

In the event that Consultant fails to deliver, in the format specified, the deliverables and progress reports required by this Agreement, County at its sole option may delay the monthly payment for the period of time of the delay, cease all payments until such time as the required deliverables or progress reports are received, or proceed as set forth below in ARTICLE XIV, Default, Termination, and Cancellation herein.

#### **ARTICLE IV**

**Progress Reports:** Upon issuance of a Task Order, Consultant shall submit written progress reports to the 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 the 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 the Contract Administrator, and Consultant shall be required to modify its work as necessary to meet that level of acceptability as defined by the Contract Administrator. Separate detail shall be provided for each ongoing Task Order. Progress reports shall include the total number of hours worked by Consultant 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 V**

**Licenses:** Consultant represents that it is certified or licensed in good standing by the State of California to perform the services under this Agreement, and that Consultant shall maintain said certificates and licenses in good standing throughout the term of this Agreement.

#### **ARTICLE VI**

**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 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 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 provided under this Agreement.

#### **ARTICLE VII**

**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.

## **ARTICLE VIII**

**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 IX**

### **Confidentiality:**

- A. Consultant 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, shall not use or disclose, directly or indirectly at any time, any said confidential information, other than to County's Department of Transportation for the purpose of, and in the performance of, this Agreement.
- B. Permission to disclose information on one occasion shall not authorize Consultant to further disclose such information, or disseminate the same on any other occasion.
- C. Consultant shall not comment publicly to the press or any other media regarding this Agreement or County's actions on the same, except to County's staff, Consultant's own personnel involved in the performance of this Agreement, at public hearings or in response to questions from a Legislative committee.
- D. Consultant shall not issue any news release or public relations item of any nature, whatsoever, regarding work performed or to be performed under this Agreement without prior review of the contents thereof by County, and receipt of the 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 non-final or draft administrative reports, studies, materials and documentation, including but not limited to, all environmental documents and any Project Report (PR), relied upon, produced, created or utilized for any items of work performed under this Agreement shall be held in confidence pursuant to Government Code §6254.5(e) until release in accordance with the California Environmental Quality Act (CEQA). County and Consultant agree that such material will not be distributed, released or shared with any other organization, person or group other than County's and Consultant's employees and agents whose work requires that access.

- G. Any subcontract entered into as a result of this Agreement shall contain all of the provisions of this Article.
- H. This confidentiality provision shall survive after the expiration or earlier termination of this Agreement.

## ARTICLE X

**Assignment and Delegation:** 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. For purposes of this Agreement, no subconsultants are authorized. If this Agreement is later amended to allow Consultant to utilize subconsultants, that Amendment will specify that, (1) Consultant shall require each subconsultant, to the extent of the work to be performed by the subconsultant, to be bound to Consultant by all of the terms of this Agreement and to assume toward Consultant all of the obligations and responsibilities that Consultant, by this Agreement, assumes toward County; and (2) any subcontract entered into as a result of an Amendment to this Agreement allowing the use of subconsultants shall contain all of the required provisions of this prime Agreement.

## ARTICLE XI

**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 and associates, 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 and shall be liable for its own negligence and negligent acts of its employees. 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.

## ARTICLE XII

**Prevailing Wage:** County requires Consultant's services on public works project(s) involving local, state and/or federal funds to which prevailing wage requirements may apply. As a consequence, Consultant shall comply with all applicable state and federal prevailing wage rates, statutes, rules and regulations then in effect. In the event of conflict between applicable federal and state provisions, the higher prevailing wage rate will apply. Consultant shall use the general prevailing wage rates determined by the Director of Industrial Relations for the county in which the work is to be done, which are available at the principal office of County Department of Transportation. Changes, if any, to the general prevailing wage rates will be available at the same location.

Federal minimum wage rates are determined by the United States Secretary of Labor and may be examined at the office described above. Future effective general prevailing wage

rates which have been predetermined and are on file with the California Department of Industrial Relations are referenced but not printed in the general prevailing wage rates.

Consultant shall comply with all applicable wage requirements, as set forth in Labor Code Sections 1770 et seq., 1773.2, 1775, 1776, 1810, and 1813. In accordance with the provisions of Labor Code Section 1810, eight (8) hours of labor shall constitute a legal day's work upon all work done hereunder, and Consultant shall also conform to and be bound by the provisions of Labor Code Sections 1810 through 1815.

As required under the provisions of Labor Code Section 1776, Consultant shall keep accurate payroll records. Consultant shall submit certified payroll to County in accordance with ARTICLE III, Compensation for Services.

### **ARTICLE XIII**

**Fiscal Considerations:** The parties to this Agreement recognize and acknowledge that County is a political subdivision of the State of California. As such, County is subject to the provisions of Article XVI, Section 18 of the California Constitution and other similar fiscal and procurement laws and regulations and may not expend funds for products, equipment, or services not budgeted in a given year. It is further understood that in the normal course of County business, County will adopt a proposed budget prior to a given fiscal year, but that the final adoption of a budget does not occur until after the beginning of the fiscal year. Notwithstanding any other provision of this Agreement to the contrary, County shall give notice of cancellation of this Agreement in the event of adoption of a proposed budget that does not provide for funds for the services, products, or equipment subject herein. Such notice shall become effective upon the adoption of a final budget, which does not provide funding for this Agreement. Upon the effective date of such notice, this Agreement shall be automatically terminated and County released from any further liability hereunder.

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

### **ARTICLE XIV**

#### **Default, Termination, and Cancellation:**

- A. **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.

- B. Bankruptcy: This Agreement, at the option of County, shall be terminable in the case of bankruptcy, voluntary or involuntary, or insolvency of Consultant.
- C. 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.
- D. Termination or Cancellation without Cause: County may terminate this Agreement or any Task Order issued pursuant to this Agreement, in whole or in part upon seven (7) calendar days' written notice by County for any reason. 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 the total amount of the 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. In the event of termination for default, County reserves the right to take over and complete the work by contract or by any other means.

## ARTICLE XV

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

To County:

County of El Dorado  
Department of Transportation  
2441 Headington Road  
Placerville, California 95667

Attn.: John Kahling, P.E.  
Deputy Director, Engineering  
Construction Division

With a Copy to:

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

Attn.: Janel Gifford, P.E.  
Office Engineer/Contract Services Unit

or to such other location as County directs.

Notices to Consultant shall be addressed as follows:

CBC Surveys, Inc.  
1300 Ethan Way, Suite 300  
Sacramento, California 95825

Attn.: Christopher B. Curtis, President

or to such other location as Consultant directs.

#### **ARTICLE XVI**

**Indemnity:** To the fullest extent allowed by law, Consultant shall defend, indemnify, and hold harmless the County and its officers, agents, employees and representatives from and against any and all claims, actions, losses, injuries, damages or expenses of every name, kind, and description, including litigation costs and reasonable attorney's fees incurred, brought for or on account of, injury to or death of any person, including but not limited to workers, County employees 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 XVII**

**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.
- 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 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 shall immediately provide a new certificate of insurance as evidence of the required insurance coverage. 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. 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.
- H. The certificate of insurance must include the following provisions stating that:
  - 1. The insurer will not cancel the insured's coverage without 30-day prior written notice to County; and
  - 2. The County of El Dorado, its officers, officials, employees, and volunteers are included as additional insured, but only insofar as the operations under this Agreement are concerned. This provision shall apply to all general and excess liability insurance policies.
- 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 and employees 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.

#### **ARTICLE XVIII**

**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 XIX**

**Interest of Consultant:** Consultant covenants that Consultant presently has no personal interest or financial interest, and shall not acquire the same in any manner or degree, in either: 1) any other contract connected with or directly affected by the services to be performed by this Agreement; or, 2) any other entities connected with or directly affected by the services to be performed by this Agreement. Consultant further covenants that in the performance of this Agreement no person having any such interest shall be employed by Consultant.

Consultant hereby certifies that neither Consultant, any subconsultants authorized herein nor any firm affiliated with Consultant will bid on any construction contract or construction subcontracts for any construction project resulting from work assigned under this Agreement. An affiliated firm is one which is subject to the control of the same persons through joint-ownership, or otherwise. Additionally, Consultant certifies that no person working under this Agreement is also employed by the construction contractor for any Project included within this Agreement.

Consultant further certifies that neither Consultant, nor any firm affiliated with Consultant, will bid on any construction subcontracts for any construction contract associated with this Agreement.

Any subcontract in excess of \$25,000 entered into as a result of this Agreement shall contain all of the provisions of this Article.

## ARTICLE XX

**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 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 XXI

**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 Data Record Form with County.

## ARTICLE XXII

**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 prior to beginning work under this Agreement and at all times during the term of this Agreement.

## ARTICLE XXIII

**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 XXIV

**Year 2000 Compliance:** Consultant agrees that all hardware and software developed, distributed, installed, programmed, or employed as a result of this order will comply with ISO 9000 date format to correctly manipulate and present date-sensitive data.

Upon delivery of product and thereafter, the date and date logic component shall effectively and efficiently operate using a four-digit year.

Upon written notification by County of any hardware or software failure to comply with ISO 9000 date format, Consultant will replace or correct the failing component with compliant hardware or software immediately, at no cost to County.

## ARTICLE XXV

**Compliance with Federal, State and Local Agency Requirements:** County is relying on federal assistance or grants, state funds and on 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 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 (CFR), are incorporated by reference and made a part of this Agreement:

*2 CFR Part 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:

<http://www.whitehouse.gov/omb/circulars/index.html>.

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 XXVI**

**Working Office:** Consultant shall establish a working office at a place acceptable to County. The parties hereto acknowledge and agree that Consultant's office located at 1300 Ethan Way, Suite 300, Suite 200, Sacramento, California 95630.

#### **ARTICLE XXVII**

**Cost Principles:** The Federal Acquisition Regulations in Title 48, CFR, Part 31 et seq. are the governing factors regarding allowable elements of cost for all services to be performed under this Agreement.

- A. Consultant shall comply with 2 CFR Part 225, Cost Principles for State and Local Governments, and with federal administrative procedures pursuant to 49 CFR, Part 18, Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments, and 49 CFR, Chapter 1, Parts 31 et seq., Federal Acquisition Regulations System, insofar as those regulations may apply to Consultant. This provision shall apply to every sub-recipient receiving funds as a Consultant or subconsultant under this Agreement.
- B. Any expenditures for costs for which Consultant has received payment or credit that are determined by subsequent audit to be unallowable under 2 CFR Part 225, 48 CFR, Parts 31 et seq. or 49 CFR, Part 18 are subject to repayment by Consultant to County.

- C. Travel and subsistence (per diem) reimbursements, if applicable, and third-party contract reimbursements to subconsultants will be allowable as Project costs only after those costs are incurred and paid for by Consultant.
- 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 subconsultants claimed 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 Department of Personnel Administration (DPA) rules. 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, neither mileage nor travel expenses shall be eligible for reimbursement as a direct cost for any services performed by Consultant under this Agreement in accordance with ARTICLE III, Compensation for Services above.
- 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 XXVIII**

**Audit and Inspection of Records:** Consultant shall maintain and make available to the FHWA, the State, the California State Auditor, and County or to any duly authorized representative of the United States Department of Transportation, Comptroller General of the United States, or County all books, documents, papers, job cost records, detailed cost estimates, claims, and accounts, including payment, property, payroll, personnel, subconsultant records, and financial records related to or which arise out of the work or under terms of this Agreement. Consultant shall maintain such books, records, data and documents in accordance with generally accepted accounting principles and in accordance with the provisions of ARTICLE XXV, Compliance with Federal, State and Local Agency Requirements and ARTICLE XXVII, Cost Principles above. These books, papers, records, claims and accounts shall be made available for examination during normal business hours and shall be readily available and accessible at Consultant's principal place of business in California, for audit during normal business hours at such place of business. Consultant shall provide office space, photocopies and other assistance to enable audit or inspection representatives to conduct such audits or inspections. This right to audit books and records directly related to this Agreement shall also extend to all subconsultants authorized under this Agreement. Consultant shall incorporate this provision in any subcontract entered into as a result of this Agreement and shall require its subconsultants to agree to cooperate with the listed agencies by making all appropriate and relevant Project records available to those agencies for audit and copying.

## **ARTICLE XXIX**

**Record Retention:** All of Consultant's books, papers, job cost records, detailed cost estimates, claims, and accounts, including payment, property, payroll, personnel, subconsultant records, and financial records related to or which arise out of the work or under terms of this Agreement shall be retained for access, inspection and/or audit by the United States Department of Transportation, the FHWA, Comptroller General of the United States, the State, the California State Auditor and County or their duly authorized representatives for at least four (4) years after County's final payment to Consultant under this Agreement. Consultant shall incorporate this provision in any subcontract entered into as a result of this Agreement.

## **ARTICLE XXX**

**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.

The parties hereto have acknowledged this covenant against contingent fees and Consultant has duly executed Exhibit D, marked "Certification of Consultant," and County has duly executed Exhibit E, marked "Certification of Local Agency," both of which exhibits are incorporated herein and made by reference a part hereof.

## **ARTICLE XXXI**

**Design Standards:** Consultant shall perform all services under this Agreement in conformance with applicable federal, state and local design standards or other standards for work performance stipulated in Exhibit A and in individual Task Orders issued pursuant to this Agreement.

## **ARTICLE XXXII**

**Documentation:** Consultant shall document the results of its work to the satisfaction of County and if applicable, the State 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 XXXIII**

**Patent Rights:** Applicable patent rights provisions described in 41 CFR 1-9.1 regarding rights to inventions are hereby included in this Agreement as applicable. Consultant shall incorporate this provision in its subcontracts, if any, in excess of \$25,000.



#### **ARTICLE XXXIV**

**Copyrights:** County may permit copyrighting reports or other Agreement products. If copyrights are permitted, the FHWA and State 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 government purposes. Consultant shall incorporate this provision in its subcontracts, if any, in excess of \$25,000.

#### **ARTICLE XXXV**

**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 XXXVI**

**Disadvantaged Business Enterprise (DBE) Considerations:** Consultant must give consideration to DBE firms as specified in 23 CFR 172.5(b) and in Appendix A to Part 26 of 49 CFR, and in Exhibit F marked, "Notice to Proposers Disadvantaged Business Enterprise (DBE) Information," incorporated herein and made by reference a part hereof. 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. If this Agreement has an Underutilized DBE (UDBE) goal, Consultant must meet the UDBE goal by using certified UDBEs as subconsultants or document a good faith effort to meet the goal. **For the purposes of this Agreement, County has established a UDBE goal of 0.00%.**

If federal funding will be utilized for a specific assignment under this Agreement, Consultant shall prepare and submit with its Task Order proposal a "Local Agency Proposer-UDBE Commitment (On Call Consultant Contracts)" form and a "Local Agency Proposer DBE Information (On Call Consultant Contracts)" form, both of which are included in Exhibit F hereto, for each such Task Order issued under this Agreement, unless County's race conscious goals have been met for the Federal Fiscal Year in which the Task Order is executed.

#### **ARTICLE XXXVII**

##### **DBE Participation:**

- A. This Agreement is subject to 49 CFR, Part 26 entitled "Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs." It is the policy of 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. Consultant shall ensure that certified DBE firms, as defined in the Code of Federal Regulations, have the maximum opportunity to participate in the performance of this Agreement and shall take all necessary and reasonable steps, as set forth in said Part 26, for such assurance. Consultant, if it obtains DBE participation on this Agreement, will assist Caltrans in meeting its federally mandated statewide overall DBE goal. A "Local Agency Proposer-DBE Information (On Call Consultant Contracts)" form and a "Local

Agency Proposer-UDBE Commitment (On Call Consultant Contracts)” form, both of which forms are attached hereto as Exhibit F and are incorporated herein and made by reference a part hereof shall be completed by Consultant and submitted with any submittal of all federally-funded Task Order proposal.

Consultant shall prepare and submit a fully-executed “Final Report – Utilization of Disadvantaged Business Enterprises (DBE), First-Tier Subconsultants” form with its final invoice. Both the Local Agency Proposer DBE Information and Final Report – Utilization of Disadvantaged Business Enterprises (DBE), First-Tier Subconsultants form are attached hereto as Exhibit F and are incorporated herein and made by reference a part hereof.

- B. DBE and other small businesses, as defined in 49 CFR, Part 26 are encouraged to participate in the performance of agreements financed in whole or in part with federal funds. Consultant, subrecipient or subconsultant shall not discriminate on the basis of race, color, national origin, or sex in the performance of this Agreement. Consultant shall carry out applicable requirements of 49 CFR, Part 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.
- C. Any subcontract entered into as a result of this Agreement shall contain all of the provisions of this Article.
- D. A sample agreement is attached hereto as Exhibit G, marked “Standard Agreement for Subcontractor/DBE Participation,” and is incorporated herein and made by reference a part hereof.

## **ARTICLE XXXVIII**

### **Nondiscrimination:**

- A. In connection with its performance under this Agreement, Consultant shall comply with all applicable nondiscrimination statutes and regulations during the performance of this Agreement including, but not limited to the following: Consultant, its employees, subconsultants and representatives shall not unlawfully discriminate against any employee or applicant for employment because of race, religion, color, national origin, ancestry, physical handicap, medical condition, marital status, age, or sex; Consultant shall, unless exempt, comply with the applicable provisions of the Fair Employment and Housing Act (Government Code, Sections 12900 et seq.) and applicable regulations promulgated thereunder (California Code of Regulations, Title 2, Sections 7285.0 et seq.); the applicable regulations of the Fair Employment and Housing Commission implementing Government Code, Section 12990, set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations incorporated into this Agreement by reference and made a part hereof as if set forth in full; and Title VI of the Civil Rights Act of

1964, as amended. Consultant, its employees, subconsultants and representatives shall give written notice of their obligations under this clause as required by law.

- B. Where applicable, Consultant shall include the nondiscrimination and compliance provisions in any of its agreements that affect or are related to the services performed herein.
- C. The Congress of the United States, the Legislature of the State of California and the Governor of the State of California, each within their respective jurisdictions, have prescribed certain nondiscrimination requirements with respect to contract and other work financed with public funds. Consultant agrees to comply with the requirements of Exhibit H, marked "Fair Employment Practices Addendum" and the requirements of Exhibit I, marked "Nondiscrimination Assurances," including Appendices A through D to Exhibit I, both of which exhibits and the four Appendices to Exhibit I are incorporated herein and made by reference a part hereof. Consultant further agrees that any agreement entered into by Consultant with a third party for the performance of Project-related work shall incorporate Exhibits H and I and Appendices A through D to Exhibit I as essential parts of such agreement to be enforced by that third party as verified by County.
- D. Consultant's signature executing this Agreement shall provide any certifications necessary under the federal laws and the laws of the State of California, including but not limited to Government Code Section 12990 and Title 2, California Code of Regulations, Section 8103.

#### **ARTICLE XXXIX**

**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 XL**

##### **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, Code of Federal Regulations, Part 1200, Debarment and Suspension Certificate, which certifies that it or any person associated therewith in the capacity of the 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 manner

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. Consultant agrees to include this Article without modification in all subcontracts, if any.

## **ARTICLE XLI**

### **Prohibition of Expending County, State or Federal Funds for Lobbying:**

- A. Consultant, by its signature herein, certifies to the best of its knowledge and belief that:
  - 1. No state, federal or County 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; the 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 J 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 it shall require that the language of this certification be included in all lower-tier subcontracts, which exceed \$100,000, and that all such subrecipients shall certify and disclose accordingly.

## **ARTICLE XLII**

### **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 Director of Transportation, 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 issued pursuant to this Agreement, Consultant may request review by the Director of Transportation of unresolved claims or disputes, other than audit. The request for review will be submitted in writing.
- C. Neither the pendency of a dispute, nor its consideration by the committee will excuse Consultant from full and timely performance in accordance with the terms of this Agreement.
- D. Consultant's failure to follow this dispute resolution procedure shall constitute a waiver of such claims and a bar to further proceedings.

## **ARTICLE XLIII**

### **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 by Consultant in writing.
- C. Neither the pendency of a dispute nor its consideration by County shall excuse the Consultant from full and timely performance, in accordance with the terms of this Agreement.

## **ARTICLE XLIV**

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

## **ARTICLE XLV**

### **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 XLVI**

##### **Claims Filed by County's Construction Contractors:**

- A. If claims are filed by County's construction contractors relating to work performed by Consultant's personnel or subconsultants, and additional information or assistance from Consultant's personnel or subconsultants is required in order to evaluate or defend against such claims, Consultant agrees to make its personnel and/or subconsultants available for consultation with County's construction contract administration and legal staff and for testimony, if necessary, at depositions and at trial or arbitration proceedings.
- B. Consultant's personnel and subconsultants that County considers essential to assist in defending against construction contractor claims will be made available on reasonable notice from County. Consultation or testimony will be reimbursed at the same hourly rates that are being paid for Consultant's personnel services indicated in Exhibit B hereto.
- 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.
- D. Any subcontract in excess of \$25,000 entered into as a result of this Agreement shall contain all of the provisions of this Article.

#### **ARTICLE XLVII**

**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 XLVIII**

**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 XLIX**

**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 discretion; to terminate the Agreement without liability; to pay only for the value of the work actually performed; or to deduct from the Agreement price; or otherwise recover the full amount of such rebate, kickback or other unlawful consideration.

#### **ARTICLE L**

**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. 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 LI**

**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 CFR Part 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 LII**

**Contract Administrator:** The County Officer or employee with responsibility for administering this Agreement is John Kahling, P.E., Deputy Director, Engineering, Construction Division, Department of Transportation, or successor.

#### **ARTICLE LIII**

**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 LIV**

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

#### **ARTICLE LV**

**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.



**Contract Administrator Concurrence:**

By: \_\_\_\_\_ Dated: \_\_\_\_\_  
John Kahling, P.E.  
Deputy Director, Engineering  
Construction Division  
Department of Transportation

**Requesting Department Concurrence:**

By: Kimberly A. Kerr Dated: 5/21/12  
Kimberly A. Kerr, Interim Director  
Director of Transportation

IN WITNESS WHEREOF, the parties have executed this Agreement on the dates indicated below, the latest of which shall be deemed to be the effective date of this Agreement.

-- COUNTY OF EL DORADO --

By: \_\_\_\_\_

Dated: \_\_\_\_\_


Board of Supervisors  
"County"

Attest:  
Terri Daly  
Acting Clerk of the Board of Supervisors


By: \_\_\_\_\_  
Deputy Clerk

Dated: \_\_\_\_\_

-- C. B. C. SURVEYS, INC. --

By:  \_\_\_\_\_  
Christopher B. Curtis  
President  
"Consultant"

Dated: 26 May '12

By:  \_\_\_\_\_  
Naomi Curtis  
Corporate Secretary

Dated: 26 May '12

# CBC Surveys, Inc.

## 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 California Licensed Professional Land Surveyor.
- 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 Exhibit C, County of El Dorado, Department of Transportation, Surveying Services Unit, Capabilities and Functionality Report. 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

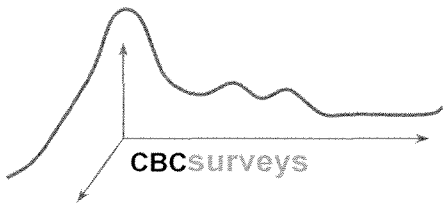
crew unless County and Consultant mutually agree that different staffing by Consultant is necessary.

**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 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.

**4. Capabilities and Functionality Report:**

- Exhibit C, marked "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 the 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.



**CBC Surveys, Inc.**

**Exhibit B**

**Fee Schedule**

	<b>Hourly Rate</b>
<b>Office</b>	
Principal/Project Manager	\$190
Project Surveyor	\$140
Survey Technician*	\$120
CAD Technician*	\$110
<b>Field*</b>	
1 Person Crew	\$150
2 Person Crew	\$235
2 Person Crew w/PLS	\$265
1 Person RTK Crew	\$175
High Definition Survey Crew	\$450
<b>Other</b>	
Expert Witness - Deposition	\$400
Copies, Equipment Rental, and Photo Lab Service**	Cost + 10% (except as noted below)

\*Non-exempt/hourly personnel charged at 50% over hourly rate for hours worked over 8 hr/day, Saturdays, & Sundays.

\*\*Shall be billed as follows:

At cost plus 10% markup for Task Orders issued which state in the Task Order Description that no federal grant funding is included in the funding to support the authorized task work.

At cost with no 10% markup for Task Orders issued which state in the Task Order Description that federal grant funding is included in the funding to support the authorized task work.

Neither mileage nor travel costs (i.e., overnight lodging, meals, parking, airfare, bridge tolls, and other per diem expenses) will be reimbursed as a direct cost for any services performed under this Agreement by Consultant.

1300 Ethan Way, Suite 300, Sacramento, CA 95825 | Tel: 916.921.9033 | Fax: 916.921.9044

**CBC Surveys, Inc.**

**Exhibit C**

**County of El Dorado**

**Department of Transportation**

**Surveying Services Unit**

**Capabilities and Functionality Report**

County of El Dorado, Department of Transportation, Construction Division  
Surveying Services Unit  
(530) 642-4938 / (530) 642-4974  
April, 2012

**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 (GPS). Universally accepted and common used survey datum is essential for the efficient sharing of both engineering and GPS data.

**Organizational Path:**

Department of Transportation→Construction Division→Surveying Services Unit

**Current Surveying Services Unit Staffing:**

**Professional Staff:**

John Kahling, P.E., Deputy Director, Engineering, Construction Division

Loren Massaro, Associate Land Surveyor, LS 8117

**Technical Staff:**

Kenji Sugiyama, Assistant in Land Surveying, LSIT 7249

Joe Neely, Senior Engineering Technician, LSIT 7147

Kirk Silva, Senior Engineering Technician

**Equipment:**

The Surveying Services Unit (SSU) 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 are operated:

**System 1 (Primary System - Crew 1)**

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

## System 2 (Construction Staking - Crew 2)

Leica TCA 1103 Total Station  
Tripod Data Systems "Survey Pro" software onboard the TCA 1103  
Leica RCS Remote control unit for use with the TCA 1103

## System 3 (Global Positioning System)

Leica SR530 GPS System  
2- SR500 receivers  
Pacific crest radios  
Tripods and accessories  
Leica roads plus and road editor software  
Leica Geo Office processing software

## Digital Leveling System

Leica DNA10 Digital level with 2 bar code level rods

## In Office System

- 2- Dell "Optiplex GX620" computers with 2GB of ram running at 3.2 GHZ.
- 1- Dell "Precision T3400" computer with 3.25GB of ram running at 2.99 GHZ.
- 1- Dell "Optiplex GX745" computer with 3GB of ram running at 2.66 GHZ.

## Software

- Autodesk Civil 3D 2010 software
- TDS Foresight surveying software
- Star Net adjustment software
- Leica Geo Office surveying software

## **Current Surveying Services Unit Capabilities:**

The SSU 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. SSU also performed these services for other El Dorado County Departments/Divisions, including the County Parks and Recreation Department and Facilities Engineering Department. The SSU 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 and 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 and 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 US Hwy 50 on and off ramp reconfigurations and utility relocations. Construction staking was completed in November of 2008.

### Trail Over Crossing at Highway 50 at Smith Flat

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

### Christmas Valley / South Upper Truckee River

Aerial mapping and control network for approximately 2,000 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:

The SSU field related staff is located at the County's Headington facility, 2441 Headington Rd., Placerville, CA 95667. Below are the contact names, titles and phone numbers:

- ❖ John Kahling, P.E., Deputy Director, Engineering, Construction Division  
phone: (530) 642-4974  
**Deputy Director**  
**Division Supervisor**
- ❖ Loren Massaro, Associate Land Surveyor, phone: (530) 642-4938  
**Right of Way Engineering**  
**Field Crew / Office Staff Supervision**  
**Field Coordination / Oversight**

- ❖ Kenji Sugiyama, Assistant in Land Surveying, phone: (530) 573-7907  
**Survey Crew, Office Technician**
- ❖ Joe Neely, Senior Engineering Technician, phone: (530).642-4951  
**Survey Crew, Office Technician**
- ❖ Kirk Silva, Senior Engineering Technician, phone: (530) 642-4921  
**Survey Crew, Office Technician**

### Survey Work Request

Information contained in the "Survey Work Request"\* form ("Example A" shown at the end of this section) is necessary to proceed with the survey.

### Construction Staking Work Request

When a project has progressed into the construction phase, a "Request for Construction Staking"\* form is used ("Example B" shown at the end of this section).

\* Both forms may be obtained by contacting staff personnel listed above.



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



## 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 SSU, 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 SSU'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
- \*.CR5...      Tripod Data Systems Coordinate file extension.
- \*.RW5...      Tripod Data Systems Raw Data file extension.
- \*.CSV...      Leica user ASCII format for use with Leica Survey Office

### Point File Numbering Allocations

(See interoffice memo dated 11-12-98)  
See "Example C"

### Description Key codes

SSU uses "Key Codes" when collecting electronic field data for ease of transfer between data collection system and office workstation. "Key Codes" is listed at the end of Exhibit C.

### Field Notes

Non-electronic data is recorded in field note format shown in "Example D."

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

**Date:** November 12, 1998

**To:** Design Staff

**From:** Loren Massaro

**Subject:** Project Point Number Allocations

Per our meeting this A.M.:

Point numbering on future projects shall conform to the following:

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

**Example C**



**KEY CODES**

**TRAVERSE**

<i>Typical Description</i>	<i>Key Code</i>	<i>CP (Description)</i>
	13	(Key)
	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 (H<sub>2</sub>O)  
67 INV PVC (H<sub>2</sub>O)  
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

**CBC Surveys, Inc.**

**Exhibit D**

**CERTIFICATION OF CONSULTANT**

I HEREBY CERTIFY that I am the President and duly authorized representative of the firm of CBC Surveys, Inc., whose address is 1300 Ethan Way, Suite 300, Sacramento, California 95825, and that, except as hereby expressly stated, neither I nor the above firm that I represent have:


(a) employed or retained for a commission, percentage, brokerage, contingent fee, or other consideration, any firm or person (other than a bona fide employee working solely for me or the above Consultant) to solicit or secure this Agreement; nor

(b) agreed, as an express or implied condition for obtaining this Contract, to employ or retain the services of any firm or person in connection with carrying out the Agreement; nor

(c) paid, or agreed to pay, to any firm, organization or person (other than a bona fide employee working solely for me or the above Consultant) any fee, contribution, donation, or consideration of any kind, for or in connection with, procuring or carrying out this Agreement.

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

26 MAY '12  
(Date)

  
Christopher B. Curtis  
President



**CBC Surveys, Inc.**

**Exhibit E**

**CERTIFICATION OF LOCAL AGENCY**

I HEREBY CERTIFY that I am the Assistant Director of Transportation of the County of El Dorado, and that the consulting firm of CBC Surveys, Inc. or its representative has not been required (except as herein expressly stated), directly or indirectly, as an express or implied condition in connection with obtaining or carrying out this Agreement to:

- (a) employ, retain, agree to employ or retain, any firm or person; or
- (b) pay or agree to pay, to any firm, person or organization, any fee, contribution, donation, or consideration of any kind.

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

5/21/12  
(Date)

Kimberly A. Kerr  
Kimberly A. Kerr, Interim Director  
Department of Transportation

Exhibit F

COUNTY OF EL DORADO

DEPARTMENT OF TRANSPORTATION



**MAINTENANCE DIVISION**  
2441 Headington Road  
Placerville CA 95667  
Phone: (530) 642-4909  
Fax: (530) 642-9238

Kimberly A. Kerr  
Interim Director  
Director of Transportation  
  
Internet Web Site:  
<http://edcgov.us/dot>

**MAIN OFFICE**  
2850 Fairlane Court  
Placerville CA 95667  
Phone: (530) 621-5900  
Fax: (530) 626-0387



**NOTICE TO PROPOSERS  
DISADVANTAGED BUSINESS ENTERPRISE (DBE) INFORMATION**

County has established an Underutilized DBE (UDBE) goal for this Agreement of 0.00%.

**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, Part 26.5, Code of Federal Regulations (CFR).
- The term "Underutilized Disadvantaged Business Enterprise" or "UDBE." DBE classes that have been determined in the 2007 Caltrans Disparity Study to have a statistically significant disparity in their utilization in previously awarded transportation contracts. UDBEs include: African Americans, Native Americans, Asian-Pacific Americans, and Women.
- The term "Agreement" also means "Contract."
- Agency also means the local entity entering into this Agreement with the Consultant.
- The term "Small Business" or "SB" is as defined in 49 CFR 26.65.
- The term "proposer" shall mean "Consultant."

**2. AUTHORITY AND RESPONSIBILITY**

A. DBEs and other small businesses are strongly encouraged to participate in the performance of agreements 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 should 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 shall 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 UDBE AND DBE INFORMATION**

For each federally funded Task Order issued under this Agreement, unless the County's race conscious goals have been met for the federal fiscal year in which the Task Order is executed, Consultant shall prepare and submit with its Task Order proposal a "Local Agency Proposer-UDBE Commitment (On Call Consultant Contracts)" form and a "Local Agency Proposer DBE Information (On Call Consultant Contracts)" form, both of which are included in Exhibit F hereto. Only UDBE participation will be counted towards the agreement goal; however, all DBE participation shall be collected and reported.

The purpose of the "Local Agency Proposer DBE Information (On Call Contracts)" form is to collect all UDBE and DBE commitment data required under 49 CFR 26. This form collects information on all DBEs, including UDBEs. For contracts with UDBE goals, this form collects DBE participation by DBEs owned by Hispanic American and Subcontinent Asian Americans males (persons whose origin are from India, Pakistan, Bangladesh, Bhutan, Maldives Islands, Nepal or Sri Lanka). For contracts with no goals, this form collects information on all DBEs, including UDBEs. Even if no DBE participation will be reported, the successful proposer must execute and return the form with its Task Order proposal.

### **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 UDBE 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 UDBE and will meet the goal by performing work with its own forces.
2. The proposer will meet the goal through work performed by UDBE 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 Task Order 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 (prime consultant) shall list only one subconsultant for each portion of work as defined in its proposal and all DBE subconsultants should be listed in the cost proposal list of subconsultants.

G. A prime consultant who is a certified DBE is eligible to claim all of the work in the Task Order 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.

B. Access the CUCP database from the Department of Transportation, Civil Rights, Business Enterprise Program website at: <http://www.dot.ca.gov/hq/bep/>.

- Click on the link in the left menu titled “DBE Search Click Here”

- Click on [Click here to Access the DBE Query Form](#) link

- Searches can be performed by one or more criteria

- Follow instructions on the screen

C. How to Obtain a List of Certified DBEs without Internet Access.

D. DBE Directory: If you do not have Internet access, Caltrans also publishes a directory of certified DBE firms extracted from the online database. A copy of the directory of certified DBEs may be ordered at: <http://caltrans-opac.ca.gov/publicat.htm>.

## 6. MATERIALS OR SUPPLIES PURCHASED FROM DBEs COUNT TOWARDS DBE CREDIT, AND IF A DBE IS ALSO A UDBe, PURCHASES WILL COUNT TOWARDS THE UDBe GOAL UNDER THE FOLLOWING CONDITIONS:

A. If the materials or supplies are obtained from a DBE manufacturer, one hundred percent of the cost of the materials or supplies will count toward the DBE participation. 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 agreement and of the general character described by the specifications.

B. If the materials or supplies are purchased from a DBE regular dealer, count sixty percent of the cost of the materials or supplies toward DBE participation. 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 Task Order is 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 UDBe 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.

**7. FOR DBE TRUCKING COMPANIES: CREDIT FOR DBEs WILL COUNT TOWARDS DBE CREDIT, AND IF A DBE IS A UDBE, CREDIT WILL COUNT TOWARDS THE UDBE GOAL, UNDER THE FOLLOWING CONDITIONS:**

A. The DBE must be responsible for the management and supervision of the entire trucking operation for which it is responsible on a particular Task Order, and there cannot be a contrived arrangement for the purpose of meeting the UDBE goal.

B. The DBE must itself own and operate at least one fully licensed, insured and operational truck used on the Task Order.

C. The DBE receives credit for the total value of the transportation services it provides on the Task Order using trucks it owns, insures, and operates using drivers it employs.

D. The DBE may lease trucks from another DBE firm, including an owner-operator who is certified as a DBE. The DBE who leases trucks from another DBE receives credit for the total value of the transportation services the lessee DBE provides on the Task Order.

E. The DBE may also lease trucks from a non-DBE firm, including an owner-operator. The DBE who leases trucks from a non-DBE is entitled to credit only for the fee or commission it receives as a result of the lease arrangement. The DBE does not receive credit for the total value of the transportation services provided by the lessee, since these services are not provided by the DBE.

F. For the purposes of this Section D, a lease must indicate that the DBE has exclusive use and control over the truck. This does not preclude the leased truck from working for others during the term of the lease with the consent of the DBE, as long as the lease gives the DBE absolute priority for use of the leased truck. Leased trucks must display the name and identification number of the DBE.



**INSTRUCTIONS - LOCAL AGENCY PROPOSER-UDBE COMMITMENT  
(ON CALL CONSULTANT CONTRACTS) FORM (Revised 6/27/09)**  
TO PROPOSER: EXCEPT AS NOTED BELOW FILL IN THE INFORMATION ON THE  
UDBE COMMITMENT FORM AND SUBMIT FORM TO COUNTY  
WITH YOUR TASK ORDER PROPOSAL.

It is the proposer's responsibility to verify that the UDBE(s) falls into one of the following groups in order to count towards the UDBE contract goal: 1) African Americans; 2) Asian-Pacific Americans; 3) Native Americans; and, 4) Women. This information shall be submitted with your Task Order proposal. Failure to submit the required UDBE commitment will be grounds for finding the proposal nonresponsive.

UDBE is a firm meeting the definition of a DBE as specified in 49 CFR and is one of the following groups: African Americans, Asian-Pacific Americans, Native Americans or Women.

The form requires specific information regarding the consultant agreement: Local Agency, Location, Project Description, Proposal Date, Proposer's Name, and Contract UDBE Goal.

The form has a column for the Work Item Number and Description or Services to be Subcontracted to UDBEs (or performed by the proposer if the proposer is a UDBE). The UDBE prime consultants shall indicate all work to be performed by UDBEs including, if the prime consultant is a UDBE, work performed by its own forces. The UDBE shall provide a certification number to the prime consultant and notify the prime consultant in writing with the date of the decertification if their status should change during the course of the agreement. Enter the UDBE prime consultant, as applicable, and subconsultant certification numbers. The form has a column for the Name of certified UDBEs to perform the work (must be certified on the date proposals are due and include UDBE address and phone number).

There is a column for percent participation of each UDBE. Enter the Total Claimed UDBE Commitment as a percentage of the total Task Order proposal amount pursuant to the Scope of Work. (If 100% of item is not to be performed or furnished by the UDBE, describe the exact portion of time to be performed or furnished by the UDBE.) See Notice to Proposers Disadvantaged Business Enterprise (DBE) Information to determine how to count the participation of UDBE firms.

Local Agency Proposer-UDBE Commitment (On Call Consultant Contracts) form must be signed and dated by the consultant submitting the Task Order proposal. Also list a phone number in the space provided and print the name of the person to contact.

**Local agencies should complete** the Proposal Number, federal-aid Project Number, Federal Share, and Proposal Date fields and verify that all information is complete and accurate before signing and filing.





**INSTRUCTIONS - LOCAL AGENCY PROPOSER DBE INFORMATION  
(ON CALL CONSULTANT CONTRACTS) FORM (Revised 6/27/09)**

TO SUCCESSFUL PROPOSER: EXCEPT AS NOTED BELOW FILL IN THE INFORMATION ON THE DBE INFORMATION FORM AND SUBMIT FORM TO COUNTY AS NOTED BELOW

The form requires specific information regarding the consultant agreement: Local Agency, Location, Project Description, Total Contract Amount, and Successful Proposer's Name.

The form has a column for the Work Item Number and Description or Services to be Subcontracted to DBEs. The prime consultant shall indicate all work to be performed by DBEs including, if the prime consultant is a DBE, work performed by its own forces. The DBE shall provide a certification number to the prime consultant. Enter the DBE prime consultant, as applicable, and subconsultant certification numbers. The form has a column for the Name of Certified DBEs to perform the work (must be certified on or before the date the proposal is due and include DBE address and phone number).

Enter the Total Claimed DBE Participation dollar amount as the total of all items in the Dollar Amount of Each DBE column. (If 100% of item is not to be performed by the DBE, describe the exact portion of time to be performed by the DBE.) See Notice to Proposers Disadvantaged Business Enterprise (DBE) Information to determine how to count the participation of DBE firms. Enter the Total % of DBE as a percentage of the total Task Order amount.

Local Agency Proposer DBE Information (On Call Consultant Contracts) form must be signed and dated by the successful proposer at Task Order execution. Also list a phone number in the space provided and print the name of the person to contact.

**For the successful proposer, local agencies should** complete the Contract Number, Federal-aid Project Number, Federal Share, and Contract Award Date fields and verify that all information is complete and accurate before signing and sending a copy of the form to the District Local Assistance Engineer within 15 days of Task Order execution. Failure to submit a completed and accurate form within the 15-day time period may result in the de-obligation of funds on this project.

District DBE Coordinator should verify that all information is complete and accurate. Once the information has been verified, the District Local Assistance Engineer signs and dates the form.

STATE OF CALIFORNIA - DEPARTMENT OF TRANSPORTATION  
**FINAL REPORT-UTILIZATION OF DISADVANTAGED BUSINESS ENTERPRISES  
 (DBE), FIRST-TIER SUBCONSULTANTS**

**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

CEM-2402F (REV 02/2008)

CONTRACT NUMBER		COUNTY	ROUTE	POST MILES	FEDERAL AID PROJECT NO.	ADMINISTERING AGENCY				CONTRACT COMPLETION DATE	
PRIME CONSULTANT				BUSINESS ADDRESS						ESTIMATED CONTRACT AMOUNT \$	
ITEM NO.	DESCRIPTION OF WORK PERFORMED AND MATERIAL PROVIDED	COMPANY NAME AND BUSINESS ADDRESS	DBE CERT. NUMBER	CONTRACT PAYMENTS						DATE WORK COMPLETE	DATE OF FINAL PAYMENT
				NON-DBE	DBE	BA UDBE	APA UDBE	NA UDBE	W UDBE		
				\$	\$	\$	\$	\$	\$		
				\$	\$	\$	\$	\$	\$		
				\$	\$	\$	\$	\$	\$		
				\$	\$	\$	\$	\$	\$		
				\$	\$	\$	\$	\$	\$		
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				\$	\$	\$	\$	\$	\$		
				\$	\$	\$	\$	\$	\$		
				\$	\$	\$	\$	\$	\$		
ORIGINAL COMMITMENT \$ _____			TOTAL	\$	\$	\$	\$	\$	\$	BA- Black American APA- Asian-Pacific Islander NA-Native American W-Woman	
<p>List all First-Tier Subconsultants, Disadvantaged Business Enterprises (DBEs) and underutilized DBEs (UDBEs) regardless of tier, whether or not the firms were originally listed for goal credit.          If actual UDBE utilization (or item of work) was different than that approved at time of award, provide comments on back of form. List actual amount paid to each entity.</p>											

**I CERTIFY THAT THE ABOVE INFORMATION IS COMPLETE AND CORRECT**

CONSULTANT REPRESENTATIVE'S SIGNATURE						BUSINESS PHONE NUMBER			DATE		
---------------------------------------	--	--	--	--	--	-----------------------	--	--	------	--	--

**TO THE BEST OF MY INFORMATION AND BELIEF, THE ABOVE INFORMATION IS COMPLETE AND CORRECT**

DOT PROJECT ENGINEER'S SIGNATURE						BUSINESS PHONE NUMBER			DATE		
----------------------------------	--	--	--	--	--	-----------------------	--	--	------	--	--

Copy Distribution-Caltrans contracts:  
 Copy Distribution-Local Agency contracts:

**Original** - District Construction  
**Original** - District Local Assistance Engineer  
 (submitted with the Report of Expenditure)

**Copy**- Business Enterprise Program  
**Copy**- District Local Assistance Engineer

**Copy**- Consultant  
**Copy**- Local Agency file

## INSTRUCTIONS

This form has three columns for entering the dollar value for the item(s) of work performed or provided by the firm. The Non-DBE column is used to enter the dollar value of work performed by first-tier subcontracting firms who are not certified DBE. The DBE column is used to enter the dollar value of work performed by firms that do not fall into the UDBE category as defined below. The UDBE column is used to enter the dollar value of work performed by firms who fall under one of the following underutilized groups:

- Black American
- Asian Pacific American
- Native American
- Women

DBE and UDBE prime consultants are required to show the corresponding dollar value of work performed by their own forces.

To confirm the certification status of a DBE and UDBE, access the Department of Transportation, Office of Civil Rights website at [http://www.dot.ca.gov/hq/bep/find\\_certified.htm](http://www.dot.ca.gov/hq/bep/find_certified.htm) or call toll free (866) 810-6346 or (916) 324-1700.

If a consultant performing work as a DBE and UDBE on the project becomes decertified and still performs work after the decertification date, enter the total value performed by this consultant under the appropriate DBE and UDBE identification column. If a sub-consultant performing work as a non-DBE on the project becomes certified as a DBE, enter the dollar value of all work performed after certification as a DBE under the appropriate identification column. Any changes to DBE certification must also be submitted on Form CEM-2403(F).

Enter the Date Work Completed as well as the Date of Final Payment (the date when the prime consultant made the "final payment" to the firm for the portion of work listed as being completed). DBE and UDBE prime consultants are required to show the date of work performed by their own forces.

The consultant and the project engineer sign and date the form indicating that the information provided is complete and correct.

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## COMMENT SECTION

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# CBC Surveys, Inc.

## Exhibit G

### STANDARD AGREEMENT FOR SUBCONTRACTOR/DBE PARTICIPATION

#### 1. Subcontractors (hereinafter “subconsultants”)

A. Nothing contained in this Agreement or otherwise, shall create any contractual relation between the County of El Dorado (hereinafter “County”) and any subconsultants, and no subcontract shall relieve CBC Surveys, Inc. (hereinafter “Consultant”) of its responsibilities and obligations hereunder. Consultant agrees to be as fully responsible to County for the acts and omissions of its subconsultants 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 subconsultants is an independent obligation from County's obligation to make payments to Consultant.

B. Any subcontract in excess of \$25,000, entered into as a result of this Agreement, shall contain all the provisions stipulated in this Agreement to be applicable to subconsultants.

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

D. Any substitution of subconsultants must be approved in writing by County's Contract Administrator in advance of assigning work to a substitute subconsultant.

#### 2. Disadvantaged Business Enterprise (DBE) Participation

A. This Agreement is subject to 49 CFR, Part 26 entitled “Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs.” Proposers who obtain DBE participation on this Agreement will assist Caltrans in meeting its federally mandated statewide overall DBE goal.

B. If this Agreement has an Underutilized DBE (UDBE) goal, Consultant must meet the UDBE goal by using UDBEs as subconsultants or document a good faith effort to meet the goal. If a UDBE subconsultant is unable to perform, Consultant must make a good faith effort to replace the subconsultant with another UDBE subconsultant if the goal is not otherwise met. A UDBE is a firm meeting the definition of a DBE as specified in 49 CFR, Part 26 and is one of the following groups:

1. Black American
2. Asian-Pacific American
3. Native American
4. Women

C. DBE and other small businesses, as defined in 49 CFR, Part 26 are encouraged to participate in the performance of agreements financed in whole or in part with federal

funds. Consultant, subrecipient or subconsultant shall not discriminate on the basis of race, color, national origin, or sex in the performance of this Agreement. Consultant shall carry out applicable requirements of 49 CFR, Part 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.

### **3. Performance of DBE Consultants and other DBE Subconsultants/Suppliers**

A. A DBE performs a commercially useful function when it is responsible for execution of the work of the agreement and is carrying out its responsibilities by actually performing, managing, and supervising the work involved. To perform a commercially useful function, the DBE must also be responsible with respect to materials and supplies used on the agreement, 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 commercially useful function, evaluate the amount of work subcontracted, industry practices; whether the amount the firm is to be paid under the agreement is commensurate with the work it is actually performing; and other relevant factors.

B. A DBE does not perform a commercially useful function if its role is limited to that of an extra participant in a transaction, agreement, 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.

C. If a DBE does not perform or exercise responsibility for at least thirty percent of the total cost of its agreement with its own work force, or the DBE subcontracts a greater portion of the work of the agreement 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 commercially useful function.

### **4. Prompt Payment of Funds Withheld to Subconsultants**

A. No retainage will be held by County from progress payments due the prime consultant. Any retainage held by the prime consultants or subconsultants from progress payments due subconsultants shall be promptly paid in full to subconsultants within thirty (30) days after the subconsultant's work is satisfactorily completed. Federal law (49CFR26.29) requires that any delay or postponement of payment over the thirty (30) days may take place only for good cause and with County's prior written approval. Any violation of this provision shall subject the violating prime consultant or subconsultant to the penalties, sanctions and other remedies specified in Section 7108.5 of the California Business and Professions Code. These requirements shall not be construed to limit or impair any contractual, administrative, or judicial remedies otherwise available to the prime consultant or subconsultant in the event of a dispute involving late payment or nonpayment by the prime consultant, deficient subconsultant performance, or noncompliance by a subconsultant. This provision applies to both DBE and non-DBE prime consultants and subconsultants.

B. Any subcontract entered into as a result of this Agreement shall contain all of the provisions of this section.

## 5. DBE Records

A. Consultant shall maintain records of materials purchased and/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.

B. 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 Enterprises (DBE), First-Tier Subconsultants," attached hereto as pages 9 and 10 of Exhibit E hereto, 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 will 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.

1) Prior to the fifteenth of each month, Consultant shall submit documentation to County's Contract Administrator showing the amount paid to DBE trucking companies. Consultant shall also obtain and submit documentation to County's Contract Administrator showing the amount paid by DBE trucking companies to all firms, including owner-operators, for the leasing of trucks. If the DBE leases trucks from a non-DBE, Consultant may count only the fee or commission the DBE receives as a result of the lease arrangement.

2) Consultant shall also submit to County's Contract Administrator documentation showing the truck number, name of owner, California Highway Patrol CA number, and if applicable, the DBE certification number of the truck owner for all trucks used during that month. This documentation shall be submitted on the Caltrans "Monthly DBE Trucking Verification," CEM-2404(F) form provided to Consultant by County's Contract Administrator.

## 6. DBE Certification and De-certification Status

If a DBE subconsultant is decertified during the life of the Agreement, the decertified subconsultant shall notify Consultant in writing with the date of de-certification. 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.

**Materials or supplies purchased from DBEs will count towards DBE credit, and if a DBE is also a UDBE, purchases will count towards the UDBE goal under the following conditions:**

A. If the materials or supplies are obtained from a DBE manufacturer, one hundred percent (100%) of the cost of the materials or supplies will count toward the DBE participation. 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 agreement and of the general character described by the specifications.

B. If the materials or supplies are purchased from a DBE regular dealer, count sixty percent (60%) of the cost of the materials or supplies toward DBE goals. 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 agreement, 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.

# CBC Surveys, Inc.

## Exhibit H

### FAIR EMPLOYMENT PRACTICES ADDENDUM

1. In the performance of this Agreement, CBC Surveys, Inc. will not discriminate against any employee for employment because of race, color, sex, sexual orientation, religion, ancestry or national origin, physical disability, medical condition, marital status, political affiliation, family and medical care leave, pregnancy leave or disability leave. CBC Surveys, Inc. will take affirmative action to ensure that employees are treated during employment, without regard to their race, color, sex, sexual orientation, religion, ancestry or national origin, physical disability, medical condition, marital status, political affiliation, family and medical care leave, pregnancy leave or disability leave. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. CBC Surveys, Inc. shall post in conspicuous places, available to employees for employment, notices to be provided by State setting forth the provisions of this Fair Employment section.

2. CBC Surveys, Inc., its consultant(s) and all subconsultants shall comply with the provisions of the Fair Employment and Housing Act (Government Code Section 1290-0 et seq.), and the applicable regulations promulgated thereunder (California Code of Regulations, Title 2, Section 7285.0 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. Each of CBC Surveys, Inc.'s consultants and all subconsultants shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreements, as appropriate.

3. CBC Surveys, Inc. shall include the nondiscrimination and compliance provisions of this clause in all contracts and subcontracts to perform work under this Agreement.

4. CBC Surveys, Inc. will permit access to the records of employment, employment advertisements, application forms and other pertinent data and records by County, State, the State Fair Employment and Housing Commission or any other agency of the State of California designated by State, for the purposes of investigation to ascertain compliance with the Fair Employment section of this Agreement.

#### 5. Remedies for Willful Violation:

(a) County may determine a willful violation of the Fair Employment provision to have occurred upon receipt of a final judgment to that effect from a court in an action to which CBC Surveys, Inc. was a party, or upon receipt of a written notice from the Fair Employment and Housing Commission that it has investigated and determined that CBC Surveys, Inc. has violated the Fair Employment Practices Act and had issued an order under Labor Code Section 1426 which has become final or has obtained an injunction under Labor Code Section 1429.



## **CBC Surveys, Inc.**

### **Exhibit H**

(b) For willful violation of this Fair Employment Provision, County shall have the right to terminate this Agreement either in whole or in part, and any loss or damage sustained by County in securing the goods or services thereunder shall be borne and paid for by CBC Surveys, Inc. and by the surety under the performance bond, if any, and County may deduct from any moneys due or thereafter may become due to CBC Surveys, Inc. the difference between the price named in the Agreement and the actual cost thereof to County to cure CBC Surveys, Inc. breach of this Agreement.

# CBC Surveys, Inc.

## Exhibit I

### NONDISCRIMINATION ASSURANCES

CBC Surveys, Inc. hereby agrees that, as a condition to receiving any federal financial assistance from County or the State, acting for the U.S. Department of Transportation, it will comply with Title VI of the Civil Rights Act of 1964, 78 Stat. 252, 42 U.S.C. 2000d-42 U.S.C. 2000d-4 (hereinafter referred to as the Act), and all requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, "Nondiscrimination in Federally-Assisted Programs of the Department of Transportation - Effectuation of Title VI of the Civil Rights Act of 1964" (hereinafter referred to as the Regulations), the Federal-aid Highway Act of 1973, and other pertinent directives, to the end that in accordance with the Act, Regulations, and other pertinent directives, no person in the United States shall, on the grounds of race, color, sex, national origin, religion, age or disability, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which County receives federal financial assistance from the Federal Department of Transportation. CBC Surveys, Inc. hereby gives assurance that CBC Surveys, Inc. will promptly take any measures necessary to effectuate this agreement. This assurance is required by subsection 21.7(a) (1) of the Regulations.

More specifically, and without limiting the above general assurance, CBC Surveys, Inc. hereby gives the following specific assurances with respect to its Federal-aid Program:

1. That CBC Surveys, Inc. agrees that each "program" and each "facility" as defined in subsections 21.23 (e) and 21.23 (b) of the Regulations, will be (with regard to a "program") conducted, or will be (with regard to a "facility") operated in compliance with all requirements imposed by, or pursuant to, the Regulations.

2. That CBC Surveys, Inc. shall insert the following notification in all solicitations for proposals for work or material subject to the Regulations made in connection with the Federal-aid Program and, in adapted form, in all proposals for negotiated agreements:

CBC Surveys, Inc. hereby notifies all proposers that it will affirmatively ensure that in any agreement entered into pursuant to this advertisement, minority business enterprises will be afforded full opportunity to submit proposals in response to this invitation and will not be discriminated against on the grounds of race, color, sex, national origin, religion, age, or disability in consideration for an award.

3. That CBC Surveys, Inc. shall insert the clauses of Appendix A of this assurance in every agreement subject to the Act and the Regulations.

4. That the clauses of Appendix B of this Assurance shall be included as a covenant running with the land, in any deed effecting a transfer of real property, structures, or improvements thereon, or interest therein.

5. That where CBC Surveys, Inc. receives federal financial assistance to construct a facility, or part of a facility, the Assurance shall extend to the entire facility and facilities operated in connection therewith.

# CBC Surveys, Inc.

## Exhibit I

6. That where CBC Surveys, Inc. receives federal financial assistance in the form, or for the acquisition, of real property or an interest in real property, the Assurance shall extend to rights to space on, over, or under such property.

7. That CBC Surveys, Inc. shall include the appropriate clauses set forth in Appendix C and D of this Assurance, as a covenant running with the land, in any future deeds, leases, permits, licenses, and similar agreements entered into by CBC Surveys, Inc. with other parties:

Appendix C;

(a) For the subsequent transfer of real property acquired or improved under the Federal-aid Program; and

Appendix D;

(b) For the construction or use of or access to space on, over, or under real property acquired, or improved under the Federal-aid Program.

8. That this assurance obligates CBC Surveys, Inc. for the period during which federal financial assistance is extended to the program, except where the federal financial assistance is to provide, or is in the form of, personal property or real property of interest therein, or structures, or improvements thereon, in which case the assurance obligates CBC Surveys, Inc. or any transferee for the longer of the following periods:

(a) The period during which the property is used for a purpose for which the federal financial assistance is extended, or for another purpose involving the provision of similar services or benefits; or

(b) The period during which CBC Surveys, Inc. retains ownership or possession of the property.

9. That CBC Surveys, Inc. shall provide for such methods of administration for the program as are found by the U.S. Secretary of Transportation, or the official to whom he delegates specific authority, to give reasonable guarantee that CBC Surveys, Inc., other recipients, sub-grantees, applicants, sub-applicants, transferees, successors in interest, and other participants of federal financial assistance under such program will comply with all requirements imposed by, or pursuant to, the Act, the Regulations, this Assurance and the Agreement.

10. That CBC Surveys, Inc. agrees that County, the United States and the State of California have a right to seek judicial enforcement with regard to any matter arising under the Act, the Regulations, and this Assurance.

11. CBC Surveys, Inc. shall not discriminate on the basis of race, religion, age, disability, color, national origin or sex in the award and performance of any State assisted agreement or in the administration of County's DBE Program or the requirements of 49 CFR Part 26. CBC Surveys, Inc. shall take all necessary and reasonable steps under 49 CFR Part 26 to ensure nondiscrimination in the award and administration of State

# CBC Surveys, Inc.

## Exhibit I

assisted agreements. County's DBE Program Implementation Agreement is incorporated by reference in this Agreement. Implementation of this Program is a legal obligation and failure to carry out its terms shall be treated as a violation of this Agreement. Upon notification to County of its failure to carry out its approved DBE Program Implementation Agreement, State may impose sanctions as provided for under 49 CFR Part 26 and may, in appropriate cases, refer the matter for enforcement under 18 USC 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 USC 3801 et seq.).

These Assurances are given in consideration of and for the purpose of obtaining any and all federal grants, loans, agreements, property, discounts or other federal financial assistance extended after the date hereof to County by State, acting for the U.S. Department of Transportation, and is binding on CBC Surveys, Inc., other recipients, subgrantees, applicants, sub-applicants, transferees, successors in interest and other participants in the Federal-aid Highway Program.

# CBC Surveys, Inc.

## Appendix A to Exhibit I

During the performance of this Agreement, CBC Surveys, Inc., for itself, its assignees and successors in interest (hereinafter collectively referred to as "Consultant") agrees as follows:

(1) **Compliance with Regulations:** Consultant shall comply with the regulations relative to nondiscrimination in federally assisted programs of the Department of Transportation, Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time, (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this Agreement.

(2) **Nondiscrimination:** Consultant, with regard to the work performed by it during the Agreement, shall not discriminate on the grounds of race, color, sex, national origin, religion, age, or disability in the selection and retention of sub-applicants, including procurements of materials and leases of equipment. Consultant shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the Agreement covers a program set forth in Appendix b of the Regulations.

(3) **Solicitations for Sub-agreements, including procurements of Materials and Equipment:** In all solicitations either by competitive bidding or negotiation made by Consultant for work performed under a Sub-agreement, including procurements of materials or leases of equipment, each potential sub-applicant or supplier shall be notified by Consultant of Consultant's obligations under this Agreement and the Regulations relative to nondiscrimination on the grounds of race, color or national origin.

(4) **Information and Reports:** Consultant shall provide all information and reports required by the Regulations, or directives issued pursuant thereto, and shall permit access to Consultant's books, records, accounts, other sources of information, and its facilities as may be determined by County, State or FHWA to be pertinent to ascertain compliance with such Regulations or directives. Where any information required of Consultant is in the exclusive possession of another who fails or refuses to furnish this information, Consultant shall so certify to County, State or the FHWA as appropriate, and shall set forth what efforts Consultant was made to obtain the information.

(5) **Sanctions for Noncompliance:** In the event of Consultant's noncompliance with the nondiscrimination provisions of this Agreement, County shall impose such agreement sanctions as it, the State or the FHWA may determine to be appropriate, including, but not limited to:

- (a) withholding of payments to Consultant under the Agreement within a reasonable period of time, not to exceed 90 days; and/or
- (b) cancellation, termination or suspension of the Agreement, in whole or in part.

(6) **Incorporation of Provisions:** Consultant shall include the provisions of paragraphs (1) through (6) in every sub-agreement, including procurements of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto.

Consultant shall take such action with respect to any sub-agreement or procurement as County, State or FHWA may direct as a means of enforcing such provisions including sanctions for noncompliance, provided, however, that, in the event Consultant becomes involved in, or is threatened with, litigation with a sub-applicant or supplier as a result of such direction, Consultant may request County or State enter into such litigation to protect the interests of County or State, and, in addition, Consultant may request the United States to enter into such litigation to protect the interests of the United States.

**CBC Surveys, Inc.**  
**Appendix B to Exhibit I**  
**(Not Applicable)**

**CBC Surveys, Inc.**  
**Appendix C to Exhibit I**  
**(Not Applicable)**



**CBC Surveys, Inc.**  
**Appendix D to Exhibit I**  
**(Not Applicable)**

# CBC Surveys, Inc.

## Exhibit J

### DISCLOSURE OF LOBBYING ACTIVITIES

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352

<b>1. Type of Federal Action:</b> <input type="checkbox"/> a. contract <input type="checkbox"/> b. grant <input type="checkbox"/> c. cooperative agreement <input type="checkbox"/> d. loan <input type="checkbox"/> e. loan guarantee <input type="checkbox"/> f. loan insurance		<b>2. Status of Federal Action:</b> <input type="checkbox"/> a. bid/offer/application <input type="checkbox"/> b. initial award <input type="checkbox"/> c. post-award		<b>3. Report Type:</b> <input type="checkbox"/> a. initial <input type="checkbox"/> b. material change <b>For Material Change Only:</b> year _____ quarter _____ date of last report _____	
<b>4. Name and Address of Reporting Entity:</b> <input type="checkbox"/> Prime <input type="checkbox"/> Subawardee Tier _____, if known  Congressional District, if known: _____			<b>5. If Reporting Entity in No. 4 is Subawardee. Enter Name and Address of Prime:</b>  Congressional District, if known: _____		
<b>6. Federal Department/Agency:</b>			<b>7. Federal Program Name/Description:</b>  CFDA Number, if applicable _____		
<b>8. Federal Action Number, if known:</b>			<b>9. Award Amount, if known:</b> \$ _____		
<b>10. a. Name and Address of Lobbying Entity (if individual, last name, first name, MI):</b>			<b>b. Individuals Performing Services (including address if different from No. 10a) (last name, first name, MI):</b>		
(attach Continuation Sheet(s) if necessary)					
<b>11. Amount of Payment (check all that apply):</b> \$ _____ <input type="checkbox"/> actual <input type="checkbox"/> planned			<b>13. Type of Payment (check all that apply)</b> <input type="checkbox"/> a. retainer <input type="checkbox"/> b. one-time fee <input type="checkbox"/> c. commission <input type="checkbox"/> d. contingent fee <input type="checkbox"/> e. deferred <input type="checkbox"/> f. other, specify: _____		
<b>12. Form of Payment (check all that apply):</b> <input type="checkbox"/> a. cash <input type="checkbox"/> b. in-kind; specify: nature _____ value _____					
<b>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:</b>  (attach Continuation Sheet(s) if necessary)					
<b>15. Continuation Sheet(s) attached:</b> Yes <input type="checkbox"/> No <input type="checkbox"/>					
<b>16. Information requested through this form is authorized by Title 31 U.S.C. Section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to the Congress semi-annually 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.</b>			Signature: _____ Print Name: _____ Title: _____ Telephone No.: _____ Date: _____		
<b>Federal Use Only:</b>					Authorized for Local Reproduction Standard Form - 111

Standard Form LLL Rev. 09-12-97

# CBC Surveys, Inc.

## Exhibit J

### 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. (a) 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.  
(b) 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).
11. 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.
12. 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.
13. Check the appropriate box(es). Check all boxes that apply. If other, specify nature.
14. 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.
15. Check whether or not a continuation sheet(s) is attached.
16. 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.