

Dokken Engineering

Right of Way Services for the US 50 / Ponderosa Road Interchange – Durock Road and North Shingle Road Realignment

AGREEMENT FOR SERVICES #10352

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 Dokken Engineering, a corporation duly qualified to conduct business in the State of California, whose principal place of business is 110 Blue Ravine Road, Suite 200, Folsom, California 95630 (hereinafter referred to as "CONSULTANT").

R E C I T A L S

WHEREAS, COUNTY has determined that it is necessary to obtain a CONSULTANT to provide right of way services for the US 50 / Ponderosa Road Interchange – Durock Road Realignment Project, CIP #36104008, and the US 50 / Ponderosa Road Interchange – North Shingle Road Realignment Project, CIP #36104009, (hereinafter referred to as "PROJECT") for the COUNTY's Department of Transportation

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

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

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

WHEREAS, on January 14, 2026, CONSULTANT was formally approved for Right of Way Services for the US 50 / Ponderosa Road Interchange – Durock Road Realignment and North Shingle Road Realignment, as the result of competitive Request for Proposals/Qualifications (RFP) 2025-0157;

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

ARTICLE I

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

CONSULTANT shall furnish, at CONSULTANT's own expense, all personnel, subconsultants, equipment, tools, vehicles, services, and materials necessary to perform right of way services and tasks required by this Agreement, including those services and tasks identified in the Scope of Work, or in any individual Work Orders, as applicable, and those services and tasks that reasonably necessary for the completion of the work identified in the Scope of Work.

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

In addition to the specific services identified in Exhibit A, this Agreement may also include Optional Tasks and Project Contingency Services. Such Optional Tasks and Project Contingency Services may supplement, expand, or otherwise modify the Scope of Work or may include tasks that are deemed critical by County's Contract Administrator to the furtherance of the project.

County will issue one (1) official Notice to Proceed for the work specified herein, with the exception of Optional Tasks 6, 7, 8, and 9. Separate written Notices to Proceed will be issued for each of the Optional Tasks 6, 7, 8, and 9 if County determines this work is required. No payment will be made for any work performed prior to the effective date of the notice to proceed.

Before proceeding with any work concerning Optional Tasks and/or Project Contingency Services under this Agreement, the parties shall identify the specific services to be provided for each assignment. The specific services for each Optional Task work assignment or Project Contingency Services work assignment shall be determined at a meeting, by email, or telephone conference between Consultant and County's Contract Administrator, or designee, to discuss the needs, applicable standards, required deliverables, specific Consultant staff, and subconsultants, if applicable. Within an agreed timeframe as determined by County's Contract Administrator, following the meeting or telephone conference, Consultant shall provide County's Contract Administrator with a written scope of work, a schedule including a list of tasks with completion dates, a target completion date for the overall scope of work, and a not-to exceed cost itemization to complete the work (resulting in a Work Order), which shall require written approval, authorization, and written notification to proceed from County's Contract Administrator, prior to commencement of the work.

CONSULTANT acknowledges that the work performed must meet the approval of COUNTY, and therefore COUNTY reserves the right to monitor the work to ensure its satisfactory completion.

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 Work Orders issued for those assignments.

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

The period of performance for Work Orders shall be in accordance with dates specified in each Work Order. No payment will be made for any work performed before or after the period of performance in the Work Order, unless COUNTY's Contract Administrator and CONSULTANT amend the Work Order. No Work Order will be written which exceeds the cumulative total of the not-to-exceed dollar amount of this Agreement.

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

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

All of the services included in this Article and Exhibit A are the responsibility of CONSULTANT, unless specifically described as a task or item of work to be provided by COUNTY. CONSULTANT shall be responsible for the supervision, administration and work performed by any subconsultant for services rendered under this Agreement.

ARTICLE II

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

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

For the purposes of budgeting the Tasks in Exhibit A, the billing amounts for each Task are identified in Exhibit C, marked "Cost Proposal", incorporated herein and made by reference a part hereof. In the performance of the scope of services to be provided under this Agreement, Consultant may request to reallocate the expenses listed in Exhibit C among the various Scope of Work items, Optional Tasks, Project Contingency Services, and Other Direct Costs identified herein, including reallocating such expenses between subconsultants identified herein, subject to County Contract Administrator's prior written approval. In no event shall the total not-to-exceed amount of the Agreement, be exceeded.

Other direct costs, including special reproductions, delivery charges, other outside services, and subconsultants authorized herein, shall be invoiced at CONSULTANT's cost, for the services rendered. Any invoices that include other direct costs shall be accompanied by backup documentation to substantiate CONSULTANT's costs for the services being billed on those invoices.

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

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

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

ARTICLE III

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

ARTICLE IV

Performance Period:

- A. This Agreement shall go into effect upon execution, contingent upon approval by COUNTY, and CONSULTANT shall commence work after notification to proceed by COUNTY's Contract Administrator. The Agreement shall end three (3) years thereafter, unless extended by Agreement amendment.
- B. CONSULTANT is advised that any recommendation for contract award is not binding on COUNTY until the Agreement is fully executed and approved by COUNTY.
- C. The period of performance for Notices to Proceed for Optional Tasks and Work Orders issued for Project Contingency Services, if any, shall be in accordance with dates specified in each Notice to Proceed or Work Order. No payment will be made for any work performed before or after the period of performance in the Work Order, unless COUNTY's Contract Administrator and CONSULTANT amend the Work Order. No Work Order will be written which extends beyond the expiration date of the Agreement, or which exceeds the total budgeted amounts for Optional Tasks and Project Contingency Services.

ARTICLE V

Allowable Costs and Payments:

- A. The method of payment for this Agreement will be based on actual cost plus a fixed fee. COUNTY will reimburse CONSULTANT for actual costs (including labor costs, employee benefits, travel, equipment rental costs, overhead and other direct costs) incurred by CONSULTANT in performance of the work. CONSULTANT will not be reimbursed for actual costs that exceed the estimated wage rates, employee benefits,

travel, equipment rental, overhead, and other estimated costs set forth in the approved CONSULTANT'S Cost Proposal, unless additional reimbursement is provided for by Agreement amendment. In no event will CONSULTANT be reimbursed for overhead costs at a rate that exceeds COUNTY's approved overhead rate set forth in the Cost Proposal. In the event that COUNTY determines that a change to the work from that specified in the Cost Proposal and Agreement is required, the Agreement time or actual costs reimbursable by COUNTY shall be adjusted by Agreement amendment to accommodate the changed work. The maximum total cost as specified in Paragraph "I" of this Article shall not be exceeded, unless authorized by Agreement amendment.

- B. The indirect cost rate established for this Agreement is extended through the duration of this specific Agreement. CONSULTANT's agreement to the extension of the 1-year applicable period shall not be a condition or qualification to be considered for the work or Agreement award.
- C. In addition to the allowable incurred costs, COUNTY will pay CONSULTANT a fixed fee of \$34,295.45. The fixed fee is nonadjustable for the term of the Agreement, except in the event of a significant change in the scope of work and such adjustment is made by Agreement amendment.
- D. Reimbursement for transportation and subsistence costs shall not exceed the rates as specified in Exhibit C.
- E. When milestone cost estimates are included in the approved Cost Proposal, CONSULTANT shall obtain prior written approval for a revised milestone cost estimate from the Contract Administrator before exceeding such cost estimate.
- F. Progress payments will be made monthly in arrears based on services provided and allowable incurred costs. A pro rata portion of CONSULTANT's fixed fee will be included in the monthly progress payments. If CONSULTANT fails to submit the required deliverable items according to the schedule set forth in ARTICLE I, Scope of Work, COUNTY shall have the right to delay payment or terminate this Agreement.
- G. No payment will be made prior to approval of any work, nor for any work performed prior to approval of this Agreement.
- H. CONSULTANT will be reimbursed as promptly as fiscal procedures will permit upon receipt by COUNTY's Contract Administrator of itemized invoices. CONSULTANT shall provide separate invoices itemizing all costs are required for all work performed. CONSULTANT shall submit invoices no later than forty-five (45) calendar days after the performance of work for which CONSULTANT is billing. Invoices shall detail the work performed on each milestone, on each project as applicable. Invoices shall follow the format stipulated and shall reference this Agreement number, project title, and Activity Identification Codes (Activity IDs) applicable for each item of work and shall include the beginning and ending dates of the overall period of service. Credits due COUNTY that include any equipment purchased under the provisions of ARTICLE XI, Equipment Purchase, of this Agreement, must be reimbursed by CONSULTANT

prior to the expiration or termination of this Agreement. Invoices shall be mailed or emailed to COUNTY at the following address:

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

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

or to such other location as COUNTY directs.

- I. The total amount payable by COUNTY for all costs, taxes, or expenses resulting from this Agreement shall not exceed \$399,740.86.
- J. For personnel subject to prevailing wage rates, as described in the California Labor Code, all salary increases, which are the direct result of changes in the prevailing wage rates are reimbursable. For the purposes of budgeting the Tasks identified in Exhibit A, the maximum allowable billing amounts for each Task are described in Exhibit C. The amounts indicated in Exhibit C represent the composition of the total not-to-exceed budget for the various tasks. In the performance of the scope of services to be provided under this Agreement, CONSULTANT may request to reallocate the expenses listed in Exhibit C among the various Scope of Work tasks and Direct Costs, identified therein, subject to COUNTY's Contract Administrator's written approval. The total amount payable by County for all Tasks, costs, taxes, or expenses resulting from each Task identified in the Scope of Work shall not exceed the amount listed in Exhibit C for that Task.
- K. Contingency Services will be assigned to CONSULTANT through issuance of Work Orders.
- L. After a project for Contingency Services to be performed under this Agreement is identified by COUNTY, COUNTY will prepare a draft Work Order, less the cost estimate. A draft Work Order will identify the scope of services, expected results, project deliverables, period of performance, and project schedule and will designate a COUNTY Project Coordinator. The draft Work Order will be delivered to CONSULTANT for review. CONSULTANT shall return the draft Work Order within ten (10) calendar days along with a Cost Estimate, including a written estimate of the number of hours and hourly rates per staff person, any anticipated reimbursable expenses, overhead, fee if any, and total dollar amount. After agreement has been reached on the negotiable items and total cost, the finalized Work Order shall be signed by both COUNTY and CONSULTANT.

ARTICLE VI

Termination:

- A. 1. Termination by Default: If either party becomes aware of an event of default, that party shall give written notice of said default to the party in default (notice) that shall state the following:

- a. The alleged default and the applicable Agreement provision, and
- b. That the party in default has ten (10) days upon receiving the notice to cure the default (Time to Cure).

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

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

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

3. The following shall be events of default under this Agreement:

- a. Failure by either party to perform in a timely and satisfactory manner any or all of its obligations under this Agreement.
- b. A representation or warranty made by CONSULTANT in this Agreement proves to have been false or misleading in any respect;
- c. CONSULTANT fails to observe and perform any covenant, condition or agreement on its part to be observed or performed under this Agreement, unless COUNTY agrees, in writing, to an extension of the time to perform before that time period expires.
- d. A violation of ARTICLE XIII, Conflict of Interest.

- B. The maximum amount for which COUNTY shall be liable if this Agreement is terminated is the not-to-exceed amount of the Work Order or the total amount of this Agreement, as applicable.
- C. Bankruptcy: COUNTY may terminate this Agreement immediately in the case of bankruptcy, voluntary or involuntary, or insolvency of CONSULTANT.
- D. Ceasing Performance: COUNTY may terminate this Agreement immediately in the event CONSULTANT ceases to operate as a business or otherwise becomes unable to substantially perform any term or condition of this Agreement.
- E. Termination or Cancellation without Cause: COUNTY may terminate this Agreement or any Work Order issued pursuant to this Agreement, in whole or in part, for convenience upon thirty (30) calendar days' written Notice of Termination. If such termination is effected, COUNTY will pay for satisfactory services rendered before the effective date of termination, as set forth in the Notice of Termination provided to CONSULTANT, and for any other services that COUNTY agrees, in writing, to be necessary for contract resolution. In no event, however, shall COUNTY be obligated to pay more than the total amount of the Work 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, COUNTY reserves the right to take over and complete the work by contract or by any other means.
- F. Completion of Work: In the event of termination of the Agreement, for default or without cause, COUNTY reserves the right to take over and complete any work, service, or task by contract or by other means.

ARTICLE VII

Cost Principles and Administrative Requirements:

- A. CONSULTANT agrees that 48 CFR Part 31, Contract Cost Principles and Procedures, shall be used to determine the cost allowability of individual terms of cost.
- B. CONSULTANT also agrees to comply with Federal procedures in accordance with 2 CFR Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.
- C. Any costs for which payment has been made to CONSULTANT that are determined by subsequent audit to be unallowable under 2 CFR, Part 1201, 48 CFR, Federal Acquisition Regulations System, Chapter 1, Subchapter E, Part 31 (Section 31.000 et seq., and 2 CFR, Subtitle A, Chapter II, Part 200 are subject to repayment by CONSULTANT to COUNTY.
- D. Notwithstanding any other provision of this Agreement to the contrary, payments to CONSULTANT for travel and subsistence (per diem) and mileage expenses, if applicable, for CONSULTANT's staff or for subconsultant's claims for reimbursement shall not exceed the lesser of (1) the rates to be paid to COUNTY employees under

the current Board of Supervisors Travel Policy in effect at the time the expenses are incurred; or (2) the rates authorized to be paid to rank and file state employees under the then current State of California Department of Human Resources rates. These rates may be found at <http://www.calhr.ca.gov/employees/Pages/travel-reimbursements.aspx>. If the rates invoiced are in excess of these authorized rates, then CONSULTANT is responsible for the cost difference and any overpayments shall be reimbursed to COUNTY upon demand. For the purposes of this Agreement, only mileage expenses for CONSULTANT and for subconsultants, if applicable, shall be eligible for reimbursement in accordance with ARTICLE II, Compensation for Services, above. No reimbursements for travel and subsistence (per diem) expenses for CONSULTANT or subconsultants shall be allowed.

- E. CONSULTANT and its subconsultants, if applicable, shall establish and maintain accounting systems and records that properly accumulate and segregate funds received under this Agreement by line item. The accounting systems of CONSULTANT and all subconsultants shall conform to Generally Accepted Accounting Principles (GAAP), shall enable the determination of incurred costs at interim points of completion, and shall provide support for reimbursement of payment vouchers or invoices.

ARTICLE VIII

Retention of Records/Audit: For the purpose of determining compliance with Public Contract Code 10115, et seq. and Title 21, California Code of Regulations, Chapter 21, Section 2500 et seq., when applicable and other matters connected with the performance of the Agreement pursuant to Government Code 8546.7; CONSULTANT, subconsultants, and COUNTY shall maintain and make available for inspection all books, documents, papers, accounting records, and other evidence pertaining to the performance of the Agreement, including, at a minimum, the costs of administering the Agreement. All parties shall make such materials available at their respective offices at all reasonable times during the Agreement period and for three (3) years from the date of final payment under the Agreement. The USFS, state, State Auditor, COUNTY, FHWA, or any duly authorized representative of the Federal Government shall have access to any books, records, and documents of CONSULTANT and its certified public accountants (CPA) work papers that are pertinent to the Agreement and indirect cost rates (ICR) for audit, examinations, excerpts, transactions, and copies thereof shall be furnished if requested. Subcontracts in excess of \$25,000 shall contain this provision.

If any audit, litigation, or other action involving the records is started before the end of the three (3) year period, the records must be retained until all issues arising out of the action are resolved or until the end of the three (3) year period, whichever is later. Where applicable, CONSULTANT shall include this record retention provision in any of its own agreements that affect or are related to the services performed herein and shall require that access to the records shall be provided to COUNTY as well as to CONSULTANT and to agencies of the federal and state governments.

ARTICLE IX

Audit Review Procedures:

A. Any dispute concerning a question of fact arising under an interim or post audit of this Agreement that is not disposed of by agreement shall be reviewed by COUNTY's Chief Fiscal Officer, Community Development and Finance Administration, Chief Administrative Office.

B. Not later than thirty (30) days after issuance of the final audit report, CONSULTANT may request a review by COUNTY's Chief Fiscal Officer of unresolved audit issues. The request for review shall be submitted in writing.

C. Neither the pendency of a dispute nor its consideration by COUNTY shall excuse CONSULTANT from full and timely performance in accordance with the terms of this Agreement.

D. CONSULTANT and subconsultant contracts, including cost proposals and Indirect Cost Rates (ICR), may be subject to audits or reviews such as, at a minimum, a contract audit, an incurred cost audit, an ICR Audit, or a CPA ICR audit work paper review. If selected for audit or review, the Agreement, cost proposal and ICR, and related work papers, if applicable, will be reviewed to verify compliance with 48 CFR, Part 31 and other related laws and regulations. In the instances of a CPA ICR audit work paper review, it is CONSULTANT's responsibility to ensure federal, state, or local government officials are allowed full access to the CPA's work papers including making copies as necessary. The Agreement, cost proposal, and ICR shall be adjusted by CONSULTANT and approved by COUNTY's Contract Administrator to conform to the audit or review recommendations. CONSULTANT agrees that individual terms of costs identified in the audit report shall be incorporated into the Agreement by this reference if directed by COUNTY at its sole discretion. Refusal by CONSULTANT to incorporate audit or review recommendations, or to ensure that the federal, state, or local governments have access to CPA work papers, will be considered a breach of contract terms and cause for termination of the Agreement and disallowance of prior reimbursed costs.

E. CONSULTANT Cost Proposal may be subject to a CPA ICR Audit Work Paper Review or audit by the Independent Office of Audits and Investigation (IOAI). IOAI, at its sole discretion, may review and/or audit and approve the CPA ICR documentation. The Cost Proposal shall be adjusted by CONSULTANT and approved by COUNTY Contract Administrator to conform to the Work Paper Review recommendations included in the management letter or audit recommendations included in the audit report. Refusal by CONSULTANT to incorporate the Work Paper Review recommendations included in the management letter or audit recommendations included in the audit report will be considered a breach of the Agreement terms and cause for termination of the Agreement and disallowance of prior reimbursed costs.

1. During a California Department of Transportation (Caltrans) review of the ICR audit work papers created by CONSULTANT's independent CPA, Caltrans will work with the CPA and/or CONSULTANT toward a resolution of issues that arise during the review. Each party agrees to use its best efforts to resolve any audit disputes in a timely manner. If Caltrans identifies significant issues during the review and is unable to issue a cognizant approval letter, COUNTY will reimburse

CONSULTANT at a provisional ICR until a FAR compliant ICR {e.g. 48 CFR, part 31; GAGAS (Generally Accepted Auditing Standards); CAS (Cost Accounting Standards), if applicable; in accordance with procedures and guidelines of the American Association of State Highways and Transportation Officials Audit Guide; and other applicable procedures and guidelines is received and approved by A&I. Accepted rates will be as follows:

- a. If the proposed rate is less than 150% - the accepted rate reimbursed will be 90% of the proposed rate.
 - b. If the proposed rate is between 150% and 200% - the accepted rate will be 85% of the proposed rate.
 - c. If the proposed rate is greater than 200% - the accepted rate will be 75% of the proposed rate.
2. If Caltrans is unable to issue a cognizant letter per paragraph E.1. above, Caltrans may require CONSULTANT to submit a revised independent CPA-audited ICR and audit report within three (3) months of the effective date of the management letter. Caltrans will then have up to six (6) months to review CONSULTANT's and/or the independent CPA's revisions.
3. If CONSULTANT fails to comply with the provisions of this paragraph E, or if Caltrans is still unable to issue a cognizant approval letter after the revised independent CPA-audited ICR is submitted, overhead cost reimbursement will be limited to the accepted ICR that was established upon initial rejection of the ICR and set forth in paragraph E.1. above for all rendered services. In this event, this provisional ICR will become the actual and final ICR for reimbursement purposes under this Agreement.
4. CONSULTANT may submit to COUNTY final invoice only when all of the following items have occurred: (1) Caltrans approves or rejects the original or revised independent CPA-audited ICR; (2) all work under this Agreement has been completed to the satisfaction of COUNTY; and, (3) Caltrans has issued its final ICR review letter. CONSULTANT must submit its final invoice to COUNTY no later than sixty (60) days after occurrence of the last of these items. This accepted ICR will apply to this Agreement and all other agreements executed between COUNTY and CONSULTANT with the same fiscal period ICR.

The provisional ICR will apply to this Agreement and all other contracts executed between COUNTY and CONSULTANT, either as a prime or subconsultant, with the same fiscal period ICR.

ARTICLE X

Subcontracting:

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

subconsultant(s) and of persons either directly or indirectly employed by any of them as it is for the acts and omissions of persons directly employed by CONSULTANT. CONSULTANT's obligation to pay its subconsultant(s) is an independent obligation from COUNTY'S obligation to make payments to CONSULTANT.

- B. CONSULTANT shall perform the work contemplated with resources available within its own organization and no portion of the work pertinent to this Agreement shall be subcontracted without prior written authorization by COUNTY's Contract Administrator, except that which is expressly identified in the approved Cost Proposal.
- C. All subcontracts entered into as a result of this Agreement shall contain all the provisions stipulated in this Agreement to be applicable to subconsultants.
- D. Any substitution of subconsultant(s) must be approved in writing by COUNTY's Contract Administrator prior to the start of work by the subconsultant(s).
- E. Prompt Progress Payment

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

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

CONSULTANT must submit Exhibit 9-P to the COUNTY administering the contract by the 15th of the month following the month of any payment(s). If the CONSULTANT does not make any payments to subconsultants, supplier(s), and/or manufacturers they must report "no payments were made to subs this month" and write this visibly and legibly on Exhibit 9-P.

COUNTY must verify all Exhibit 9-P information, monitor compliance with prompt payment requirements for DBE and non-DBE firms, and address any shortfalls to the DBE commitment and prompt payment issues until the end of the project. COUNTY must email a copy of Exhibit 9-P to DBE.Forms@dot.ca.gov before the end of the month after receiving the Exhibit 9-P from the CONSULTANT.

- F. Prompt Payment of Withheld Funds to Subconsultants.

COUNTY may hold retainage from CONSULTANT and shall make prompt and regular incremental acceptances of portions, as determined by COUNTY, of the contract work, and pay retainage to CONSULTANT based on these acceptances. No retainage will be held by COUNTY from progress payments due to CONSULTANT. Any retainage kept by CONSULTANT or by a subconsultant must be paid in full to the earning subconsultant within fifteen (15) days after the subconsultant's work is satisfactorily completed. Any delay or postponement of payment may take place only for good cause and with COUNTY's prior written approval. Any violation of these provisions shall subject the violating CONSULTANT or subconsultant to the penalties, sanctions, and remedies specified in Section 3321 of the California Civil Code. This requirement shall not be construed to limit or impair any contractual, administrative or judicial remedies, otherwise available to CONSULTANT or subconsultant in the event of a dispute involving late payment or nonpayment by CONSULTANT, deficient subconsultant performance and/or noncompliance by a subconsultant. This clause applies to both DBE and non-DBE subconsultants.

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

ARTICLE XI

Equipment Purchase and Other Capital Expenditures:

- A. Prior authorization in writing by COUNTY's Contract Administrator shall be required before CONSULTANT enters into any unbudgeted purchase order or subcontract exceeding \$5,000 for supplies, equipment, or CONSULTANT services. CONSULTANT shall provide an evaluation of the necessity or desirability of incurring such costs.
- B. For purchase of any item, service, or consulting work not covered in CONSULTANT's Cost Proposal and exceeding \$5,000, prior written authorization by COUNTY's Contract Administrator is required; three (3) competitive quotations must be submitted with the request, or the absence of bidding must be adequately justified.
- C. Any equipment purchased as a result of this Agreement is subject to the following:

1. CONSULTANT shall maintain an inventory of all nonexpendable property. Nonexpendable property is defined as having a useful life of at least two (2) years and an acquisition cost of \$5,000 or more. If the purchased equipment needs replacement and is sold or traded in, COUNTY shall receive a proper refund or credit at the conclusion of the Agreement, or if the Agreement is terminated, CONSULTANT may either keep the equipment and credit COUNTY in an amount equal to its fair market value, or sell such equipment at the best price obtainable at a public or private sale, in accordance with established COUNTY procedures, and credit COUNTY in an amount equal to the sales price. If CONSULTANT elects to keep the equipment, fair market value shall be determined at CONSULTANT's expense, on the basis of a competent independent appraisal of that equipment. Appraisals shall be obtained from an appraiser mutually agreeable to COUNTY and CONSULTANT, if it is determined to sell the equipment, the terms and conditions of such sale must be approved in advance by COUNTY.

2. Regulation 2 CFR Part 200 requires a credit to Federal funds when participating equipment with a fair market value greater than \$5,000 is credited to the project.

ARTICLE XII

State Prevailing Wage Rates:

A. The State of California's General Prevailing Wage Rates are not applicable to this Agreement.

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

ARTICLE XIII

Conflict Of Interest:

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

B. CONSULTANT certifies that it has disclosed to COUNTY any actual, apparent, or potential conflicts of interest that may exist relative to the services to be provided pursuant to this Agreement. CONSULTANT agrees to advise COUNTY of any actual, apparent or potential conflicts of interest that may develop subsequent to the date of execution of this Agreement. CONSULTANT further agrees to complete any statements of economic interest if required by either COUNTY ordinance or State law. COUNTY'S Contract Administrator shall at the time this Agreement is executed make an initial determination whether or not the individuals who will provide services or perform work pursuant to this Agreement are CONSULTANTS within the meaning of the Political Reform Act and COUNTY'S Conflict of Interest Code. Statements of economic interests are public records subject to disclosure under the California Public

Records Act.

- C. CONSULTANT hereby certifies that it does not now have, nor shall it acquire, any financial or business interest that would conflict with the performance of services under this Agreement.
- D. CONSULTANT hereby certifies that CONSULTANT or subconsultant and any firm affiliated with CONSULTANT or subconsultant that bids on any construction contract or on any Agreement to provide construction inspection for any construction project resulting from this Agreement, has established necessary controls to ensure a conflict of interest does not exist. An affiliated firm is one which is subject to the control of the same persons, through joint ownership or otherwise.
- E. CONSULTANT covenants that during the term of this Agreement neither it, or any officer or employee of CONSULTANT, has or shall acquire any interest, directly or indirectly, in any of the following:
 - 1. Any other contract connected with, or directly affected by, the services to be performed by this Agreement.
 - 2. Any other entities connected with, or directly affected by, the services to be performed by this Agreement.
 - 3. Any officer or employee of COUNTY that are involved in this Agreement.

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

ARTICLE XIV

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

ARTICLE XV

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

- A. CONSULTANT certifies to the best of his or her knowledge and belief that:
 - 1. No state, federal, or local agency appropriated funds have been paid or will be paid by or on behalf of CONSULTANT to any person for influencing or attempting to influence an officer or employee of any state or federal agency; a Member of the State Legislature or United States Congress; an officer or employee of the

Legislature or Congress; or any employee of a Member of the Legislature or Congress, in connection with the awarding of any state or federal contract; the making of any state or federal grant; the making of any state or federal loan; the entering into of any cooperative agreement; and the extension, continuation, renewal, amendment, or modification of any state or federal contract, grant, loan, or cooperative agreement.

2. If any funds other than federal appropriated funds have been paid, or will be paid, to any person for influencing or attempting to influence an officer or employee of any federal agency; a Member of Congress; an officer or employee of Congress, or an employee of a Member of Congress; in connection with this federal contract, grant, loan, or cooperative agreement, CONSULTANT shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities", in accordance with its instructions which form and instructions are attached hereto as Exhibit E and are incorporated herein and made by reference a part hereof.
- B. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.
- C. CONSULTANT also agrees by signing this document that he or she shall require that the language of this certification be included in all lower-tier subcontracts, which exceed \$100,000 and that all such sub recipients shall certify and disclose accordingly.

ARTICLE XVI

Non-Discrimination Clause and Statement of Compliance:

- A. CONSULTANT's signature affixed herein, and dated, shall constitute a certification under penalty of perjury under the laws of the State of California that CONSULTANT has, unless exempt, complied with the nondiscrimination program requirements of Government Code Section 12990 and 2 CCR Section 11102.
- B. During the performance of this Agreement, CONSULTANT and its subconsultants shall not unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of sex, race, color, ancestry, religious creed, national origin, physical disability (including HIV and AIDS), mental disability, medical condition (e.g., cancer), age (over 40), marital status, genetic information, gender, gender identity, gender expression, sexual orientation, or military and veteran status, and denial of family care leave. CONSULTANT and subconsultants shall ensure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment.
- C. CONSULTANT and subconsultants shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code Section 12900 [a-f] et seq.) and the applicable regulations promulgated there under (2 CCR Section 11000 et seq.), the

provisions of Gov. Code Sections 11135-11139.5, and the regulations or standards adopted by COUNTY to implement such article. The applicable regulations of the Fair Employment and Housing Commission implementing Government Code Section 12900 (a-f), set forth in Subchapter 5 of Chapter 5 of Division 4.1 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.

- D. CONSULTANT shall permit access by representatives of the Department of Fair Employment and Housing and COUNTY upon reasonable notice at any time during the normal business hours, but in no case less than twenty-four (24) hours' notice, to such of its books, records, accounts, and all other sources of information and its facilities as said Department or COUNTY shall require to ascertain compliance with this clause.
- E. As a requirement of the use of USFS grant funds, CONSULTANT shall comply with all Federal statutes relating to nondiscrimination. These include, at a minimum: (a) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. Sections 1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; (b) the Age Discrimination Act of 1975, as amended (42 U.S.C. Sections 6101-6107), which prohibits discrimination on the basis of age; (c) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (d) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (e) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. Section 3601 et seq.), as amended, relating to nondiscrimination in the sale, rental, or financing of housing; and (f) any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and (g) the requirements of any other nondiscrimination statute(s) which may apply to the application.
- F. For the purposes of this Agreement, and pursuant to the provisions of COUNTY's USFS Grant, except as otherwise prohibited by law, the following statement shall be included in full, in any printed material, audiovisual material, or electronic media developed as a result of this Agreement:

"In accordance with Federal law and U.S. Department of Agriculture policy, this institution is prohibited from discriminating on the basis of race, color, national origin, sex, age, or disability. (Not all prohibited bases apply to all programs.)"

To file a complaint of discrimination, write USDA, Director, Office of Civil Rights, Room 326-W, Whitten Building, 1400 Independence Avenue, SW, Washington, DC.20250-9410 or call (202) 720-5964 (voice and TDD). USDA is an equal opportunity provider and employer."

If the material is too small to permit the full statement to be included, the material must, at minimum, include the following statement, in print size no smaller than the text:

"This institution is an equal opportunity provider."

- G. CONSULTANT with regard to the work performed under this Agreement, shall act in accordance with Title VI of the Civil Rights Act of 1964 (42 U.S.C. Section 2000d et seq.). Title VI provides that the recipients of federal assistance will implement and maintain a policy of nondiscrimination in which no person in the state of California shall, on the basis of race, color, national origin, religion, sex, age, or disability, be excluded from participation in, denied the benefits of, or subject to discrimination under any program or activity by the recipients of federal assistance or their assignees and successors in interest.
- H. CONSULTANT shall comply with regulations relative to non-discrimination in federally assisted programs of the U.S. Department of Transportation (49 CFR Part 21 - Effectuation of Title VI of the Civil Rights Act of 1964). Specifically, CONSULTANT shall not participate either directly or indirectly in the discrimination prohibited by 49 CFR Section 21.5, including employment practices and the selection and retention of Subconsultants.
- I. CONSULTANT, subrecipient or subconsultant will never exclude any person from participation in, deny any person the benefits of, or otherwise discriminate against anyone in connection with the award and performance of any contract covered by 49 CFR 26 on the basis of race, color, sex, or national origin.
- J. CONSULTANT agrees to comply with the following non-discrimination statutes and authorities; including, at a minimum:
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. Section 4601);
 - Federal-Aid Highway Act of 1973, (23 U.S.C. Section 324 *et seq.*);
 - Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. Section 794 *et seq.*), as amended; and 49 CFR Part 27;
 - The Age Discrimination Act of 1975, as amended, (42 U.S.C. Section 6101 *et seq.*)
 - Airport and Airway Improvement Act of 1982, (49 U.S.C. Section 471, Section 47123), as amended;
 - The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not); Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. Sections 12131-12189) as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38;
 - The Federal Aviation Administration's Non-discrimination statute (49 U.S.C. Section 47123) (prohibits discrimination on the basis of race, color, national

- origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to -ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq).

ARTICLE XVII

Debarment and Suspension Certification:

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

ARTICLE XVIII

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

ARTICLE XIX

Standards for Work: All services rendered shall be performed in accordance with the guidelines set forth in the Caltrans Right of Way Manual, the Caltrans Local Assistance Procedures Manual, the Federal Highway Administration (FHWA) Right of Way Project Development Guide, the Federal Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended (Uniform Act), 23 Code of Federal Regulations (23 CFR), 49 Code of Federal Regulations (24) (49 CFR 24), Title VI of the 1964 Civil Rights Act, and all other applicable Caltrans, FHWA, state, USFS, and local public agency guidelines, federal, state, and local laws, including, at a minimum, applicable provisions of the California Business and Professions Code, and accepted industry standards.

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

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

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

ARTICLE XX

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

- A. The plan shall establish a process whereby calculations and plans are independently checked, corrected and back-checked, all draft and final reports are reviewed for accuracy, completeness, and readability before submittal, and all job-related correspondence and memoranda are routed and received by affected persons and then filed in the appropriate item of work project file.
- B. CONSULTANT is responsible for the accuracy and completeness of all data, plans, specifications, and estimates prepared by CONSULTANT under this Agreement and shall check all such material accordingly.

- C. Plans, designs, estimates, calculations, reports, and other documents furnished under this Agreement shall be of a quality acceptable to COUNTY's Contract Administrator, or designee.
- D. A design, estimate, calculation, report or other document furnished under each item of work assigned is of acceptable quality when it is neat in appearance, well-organized, technically and grammatically correct, and checked.
- E. The minimum standard of appearance, organization, and the content of any drawings and reports shall be that of similar types utilized by COUNTY. COUNTY will provide examples to CONSULTANT upon request.
- F. The page identifying the preparer of engineering reports, the title sheet for specifications, and each sheet of plans shall bear the professional seal, certificate number, registration classification, expiration date of the certificate, and the signature of the professional engineers responsible for its preparation.
- G. CONSULTANT shall maintain a complete project file for each item of work performed under this Agreement. This file shall be made available to COUNTY's Contract Administrator, or designee, during normal COUNTY working hours and shall be transferred to COUNTY upon completion of work under the Agreement.

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

ARTICLE XXI

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

ARTICLE XXII

Ownership of Data: Upon completion or earlier termination of all services under this Agreement, or upon the completion or earlier termination of services provided in accordance with individual Work Orders issued pursuant to this Agreement, ownership and title to all reports, documents, plans, maps, specifications, estimates, compilations, photographs, videos, and any and all other materials or data produced or obtained as part of this Agreement will automatically be vested in COUNTY without restriction or limitation on their use, and no further agreement will be necessary to transfer ownership to COUNTY. Copies may be made for CONSULTANT's records but shall not be furnished to others without written authorization from COUNTY's Contract Administrator. Such deliverables shall be deemed works made for hire and all rights in copyright therein shall be retained by COUNTY. CONSULTANT shall furnish COUNTY all necessary copies of data including data stored in electronic format, needed to complete the review and approval process of the services and deliverables provided under this Agreement.

ARTICLE XXIII

CONSULTANT's Project Manager: CONSULTANT designates Jamie Formico, SR/WA, R/W-NAC, R/W-RAC, Right of Way Project Manager, as its Project Manager for this Agreement. CONSULTANT's Project Manager, or COUNTY-approved designee, shall be accessible to COUNTY's Contract Administrator, or designee, during normal COUNTY working hours and shall respond within twenty-four (24) hours to COUNTY inquiries or requests. CONSULTANT's Project Manager shall be responsible for all matters related to CONSULTANT's personnel, operations, and any subconsultants authorized under this Agreement including, at a minimum, (1) assigning qualified personnel to perform the required work and to prepare the deliverables required by the individual Work Orders issued pursuant to this Agreement; (2) reviewing, monitoring, training, and directing CONSULTANT's personnel and any subconsultants authorized herein; and (3) providing qualified and appropriate traffic control services for field work.

ARTICLE XXIV

Changes to Agreement: This Agreement may be amended by mutual consent of the parties hereto. Amendments may be made to permit mutually acceptable changes in the scope, character, or complexity of the work if such changes become desirable or necessary as the work progresses. Appropriate extensions of time in case of unavoidable delays and for consideration of warranted adjustments in payment may also be accomplished by amendments to the Agreement. Said amendments shall become effective only when in writing and fully executed by duly authorized officers of the parties hereto. There shall be no change in CONSULTANT's Project Manager or subconsultants, which shall be established at the issuance of individual Work Orders, without prior written approval by COUNTY's Contract Administrator.

ARTICLE XXV

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

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

ARTICLE XXVI

Confidentiality:

- A. CONSULTANT and any subconsultants authorized under this Agreement shall maintain the confidentiality and privileged nature of all records, including billing records, all financial, statistical, personal, technical, or other data and information

relative to COUNTY's operations together with any knowledge therein acquired, in accordance with all applicable state and federal laws and regulations, as they may now exist or may hereafter be amended or changed. CONSULTANT, and all CONSULTANT's staff, employees, and representatives, including any subconsultants authorized herein, shall not use or disclose, directly or indirectly at any time, any said confidential information, other than to COUNTY's Department of Transportation or to such person with COUNTY's consent for the purpose of, and in the performance of, this Agreement.

- B. Permission granted by COUNTY to disclose information on one occasion or at public hearings held by COUNTY relating to this Agreement shall not authorize CONSULTANT or any subconsultants authorized under this Agreement, to further disclose such information or disseminate the same on any other occasion.
- C. CONSULTANT and any subconsultants authorized under this Agreement shall not comment publicly to the press or any other media regarding this Agreement or COUNTY's actions on the same, except to COUNTY's staff, CONSULTANT's own personnel or authorized subconsultants involved in the performance of this Agreement, at public hearings, or in response to questions from COUNTY's Board of Supervisors.
- D. CONSULTANT and any subconsultants authorized under this Agreement shall not issue any news release or public relations item of any nature, whatsoever, regarding services performed or to be performed under this Agreement without prior review of the contents thereof by COUNTY and receipt of COUNTY's Contract Administrator's written permission.
- E. Any subcontract entered into as a result of this Agreement shall contain all of the provisions of this Article.
- F. This confidentiality provision shall survive after the expiration or earlier termination of this Agreement.
- G. As a requirement of COUNTY's use of USFS grant funds, CONSULTANT shall ensure public access to grant or agreement records shall not be limited, except when such records must be kept confidential and would have been exempted from disclosure pursuant to "Freedom of Information" regulations (5 U.S.C. 552).

ARTICLE XXVII

Independent Contractor: The parties intend that an independent contractor relationship will be created by this contract. CONSULTANT is, and shall be at all times, deemed independent and shall be wholly responsible for the manner in which it performs services required by the terms of this Agreement. CONSULTANT exclusively assumes responsibility for acts of its employees, agents, affiliates, and subcontractors, if any are authorized herein, as they relate to the services or work to be performed under this Agreement during the course and scope of their employment by CONSULTANT. Those persons will be entirely and exclusively under the direction, supervision, and control of

CONSULTANT.

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

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

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

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

ARTICLE XXVIII

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

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

In addition to the above, should the Board of Supervisors during the course of a given year for financial reasons reduce or order a reduction in the budget for any COUNTY

department for which services were contracted to be performed, pursuant to this paragraph in the sole discretion of COUNTY, this Agreement and/or any Work Order issued pursuant to this Agreement may be deemed to be canceled in its entirety subject to payment for services performed prior to cancellation.

ARTICLE XXIX

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

To COUNTY:

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

Attn.: Matt Smeltzer
Deputy Director

With a copy to:

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

Attn.: Michele Weimer, MPA, CPPO
Manager

or to such other location as COUNTY directs.

Notices to CONSULTANT shall be addressed as follows:

Dokken Engineering
110 Blue Ravine Road, Suite 200
Folsom, California 95630

Attn.: Jamie Formico, Right of Way Project Manager

or to such other location as CONSULTANT directs.

ARTICLE XXX

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

ARTICLE XXXI

Indemnity: To the fullest extent permitted by law, CONSULTANT shall defend at its own expense, indemnify, and hold the COUNTY harmless, its officers, employees, agents, and volunteers, against and from any and all liability, claims, suits, losses, damages, or expenses of every name, kind and description, including attorney's fees and costs

incurred, brought for, or on account of, injuries to or death of any person, including, at a minimum, workers, COUNTY employees, and the public, or damage to property, or any economic or consequential losses, which are claimed to or in any way arise out of or are connected with the acts or omissions of CONSULTANT or its officers, agents, or employees in rendering the services, operations, or performance hereunder, except for liability, claims, suits, losses, damages or expenses arising from the sole negligence or willful acts of the COUNTY, its officers and employees, or as expressly prescribed by statute. This duty of CONSULTANT to indemnify and save COUNTY harmless includes the duties to defend set forth in California Civil Code Section 2778.

ARTICLE XXXII

Cooperation:

- A. Each party shall cooperate with the other in the defense of any claim or legal proceeding brought by a third party involving this Agreement and each party agrees to make its personnel available for consultation with the other for testimony, if necessary, at depositions and at trial or arbitration proceedings.
- B. Any consultation for expert testimony that may be required by COUNTY not part of the indemnity provisions, now or in the future, will be reimbursed at the same rates that are being paid for CONSULTANT's personnel services while this Agreement is in effect along with COUNTY 's standard reimbursement rate for mileage.

ARTICLE XXXIII

Prohibition on Proprietary Interests:

- A. CONSULTANT acknowledges that the services called for may involve appraisal activity performed in accordance with the standards set forth in this Agreement, including for the purpose of establishing fair and just compensation to property owner(s) in accordance with California eminent domain law, and that in order to fulfill the intent and purpose of this Agreement, CONSULTANT must remain disinterested in property pertaining to or related to the services that CONSULTANT performs under this Agreement. CONSULTANT warrants and represents that by signature of this Agreement, it: 1) currently does not have, nor will it acquire, any interest in the property related to the services performed; 2) does not have, nor will it acquire, any interest in or share in any sales commission generated by the transaction for which appraisal services are performed; and, 3) does not have, nor will it pursue or acquire, any agreement or understanding with any person or selling agency for a commission, percentage, brokerage, or contingency fee on behalf of itself, or said person or selling agency.
- B. In the event that CONSULTANT violates this Article, in addition to all other remedies that COUNTY has pursuant to the provisions of this Agreement, and/or applicable law, COUNTY shall have the right, at its option and in its sole discretion, to rescind and annul this Agreement without liability, and to pay for only non-appraisal related services performed under this Agreement, if any, or to terminate the Agreement and offset payment for the value of the services performed by the recovery of the full amount of any commission, percentage, brokerage, or contingency fee, as well as damages suffered by COUNTY.

ARTICLE XXXIV

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

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

are included as additional insured, on an additional insured endorsement, but only insofar as the operations under this Agreement are concerned. This provision shall apply to the general liability policy.

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

ARTICLE XXXV

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

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

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

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

ARTICLE XXXVI

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

ARTICLE XXXVII

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

ARTICLE XXXVIII

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

ARTICLE XXXIX

California Forum and Law: Any dispute resolution action arising out of this Agreement, including, at a minimum, 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 XL

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

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

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

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

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

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

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

ARTICLE XLI

Working Office: CONSULTANT shall establish a working office at a place acceptable to COUNTY. The parties hereto acknowledge and agree that CONSULTANT's office is located at 110 Blue Ravine Road, Suite 200, Folsom, California 95630.

ARTICLE XLII

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

ARTICLE XLIII

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

ARTICLE XLIV

Documentation: CONSULTANT shall document the results of its work to the satisfaction

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

ARTICLE XLV

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

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

ARTICLE XLVI

Disadvantaged Business Enterprise (DBE):

- A. CONSULTANT or subconsultant shall take necessary and reasonable steps to ensure that DBEs have opportunities to participate in the contract (49 CFR 26).

Under 49 CFR 26.13(b):

CONSULTANT or subconsultant shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. CONSULTANT shall carry out applicable requirements of 49 CFR 26 in the award and administration of federal-aid contracts.

Failure by CONSULTANT to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate, which may include, at a minimum:

- 1) Withholding monthly progress payments;
- 2) Assessing sanctions;
- 3) Liquidating damages; and/or
- 4) Disqualifying CONSULTANT from future proposing as non-responsible

ARTICLE XLVII

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

ARTICLE XLVIII

Disputes:

- A. Any dispute, other than audit, concerning a question of fact arising under this Agreement that is not disposed of by agreement shall be decided by a committee consisting of COUNTY's Contract Administrator and the Department of Transportation Director, or designee, which may consider written or verbal information submitted by CONSULTANT.
- B. Not later than thirty (30) days after completion of all work under any individual Work Order issued pursuant to this Agreement, CONSULTANT may request review by COUNTY's Board of Supervisors of unresolved claims or disputes, other than audit. The request for review shall be submitted in writing.
- C. Neither the pendency of a dispute, nor its consideration by the committee, will excuse CONSULTANT from full and timely performance in accordance with the terms of this Agreement.
- D. CONSULTANT's failure to follow this dispute resolution procedure shall constitute a waiver of any and all claims arising out of or related to the dispute and a bar to any further proceedings or legal or equitable remedy.

ARTICLE XLIX

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

ARTICLE L

Safety:

- A. CONSULTANT shall comply with OSHA regulations applicable to CONSULTANT regarding necessary safety equipment or procedures. CONSULTANT shall comply with safety instructions issued by COUNTY's Safety Officer and other COUNTY representatives. CONSULTANT's personnel and any subconsultants authorized herein shall wear hard hats and safety vests at all times while working on construction project sites.
- B. Pursuant to the authority contained in Section 591 of the Vehicle Code, COUNTY has determined that there are areas that may be within the limits of certain projects that are open to public traffic. CONSULTANT shall comply with all of the requirements set forth in Divisions 11, 12, 13, 14, and 15 of the Vehicle Code. CONSULTANT shall take all reasonably necessary precautions for safe operation of its vehicles and the protection of the traveling public from injury and damage from such vehicles.

ARTICLE LI

Claims Filed by COUNTY'S Construction Contractors:

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

ARTICLE LII

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

ARTICLE LIII

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

ARTICLE LIV

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

- 1. CONSULTANT shall take all necessary affirmative steps to assure that minority firms and women's business enterprises are used when possible.
- 2. Affirmative steps shall include:
 - (a) Placing qualified small and minority businesses and women's business enterprises on solicitation lists;

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

ARTICLE LV

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

ARTICLE LVI

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

ARTICLE LVII

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

ARTICLE LVIII

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

ARTICLE LIX

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

ARTICLE LX

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

ARTICLE LXI

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

ARTICLE LXII

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

ARTICLE LXIII

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

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

-- COUNTY OF EL DORADO --

By: _____
Board of Supervisors
"COUNTY"

Dated: _____

Attest:
Kim Dawson
Clerk of the Board of Supervisors

By: _____
Deputy Clerk

Dated: _____

-- DOKKEN ENGINEERING --

By:  _____
John A. Klemunes, Jr.
President
"CONSULTANT"

Dated: 6/24/2025

By:  _____
Camran Sadeghi
Corporate Secretary

Dated: 6/24/2026

Dokken Engineering

Exhibit A

Scope of Work

TASK 1 - PLANNING

For the purposes of advancing a project to construction, the CONSULTANT right of way planning services include comprehensive support to ensure readiness and compliance at every stage of the project process. This includes providing input on environmental impacts; compiling and reviewing ownership and title data; addressing certification requirements; and identifying the status of all necessary right-of-way to facilitate timely acquisition and project advancement.

1.1 - RIGHT OF WAY MANAGEMENT AND COORDINATION SERVICES/ATTEND PROJECT MEETINGS

CONSULTANT's team shall work closely with COUNTY and Caltrans or applicable funding sources to ensure all changes regarding certification, documentation, and procedures are implemented. By coordinating efforts with COUNTY and Caltrans, CONSULTANT shall ensure that all the current documentation and procedures are used for all right of way efforts for local public agency projects.

CONSULTANT's Right of Way (ROW) team shall complete the following:

- Coordinate with COUNTY and Caltrans through their real-time review process of all right of way documentation;
- Review COUNTY ROW authority policy and applicable boiler plates;
- Provide input on potential environmental impacts, including reviewing California Environmental Quality Act (CEQA), National Environmental Policy Act (NEPA), and Initial Site Assessment approved documents;
- Confirm impacted parcels with the COUNTY for the purpose of determining title research needs;
- Review title reports and implement solutions for items that may affect title or cause a delay in escrow;
- Provide all gathered information to the appraiser, including types of acquisitions (e.g. fee title, temporary construction easements, slope and drainage and public utility easements, permits to enter, permits to enter and construct) and attain a detailed timeline to complete the assigned task;
- Monitor progress and provide any additional information to the designated appraiser;
- Review all reports supplied by the appraiser for quality assurance;
- Provide draft reports to the review appraiser for final review and recommendations;
- Prepare draft acquisition and relocation documentation for COUNTY review and approval;

- Provide final appraisal report, appraisal review, acquisition, and relocation documentation to the COUNTY for final review;
- Make offers in person to each property owner;
- Obtain executed acquisition and relocation documentation from each affected property owner and provide original copies of acquisition and relocation files to the COUNTY;
- Supply condemnation support, if required;
- Provide monthly progress reports with invoicing that includes detailed work completed during the past month and work to be completed in the following month; and,
- Attend stakeholder meetings to discuss ROW specific concerns that may arise during any phase of the project, including, at a minimum, closed session meetings and participating in other COUNTY meetings, if required.

DELIVERABLES:

- Draft reports to the review appraiser for final review and recommendations.
- Draft acquisition and relocation documentation.
- Final appraisal report, appraisal review, acquisition, and relocation documentation.
- Original copies of acquisition and relocation files.
- Monthly progress reports.

1.2 - ATTEND STAKEHOLDER MEETINGS

CONSULTANT shall actively participate in ROW-focused stakeholder meetings throughout the duration of this Agreement. This includes meetings with impacted property owners and Caltrans reviewers to ensure clear communication of acquisition requirements, address potential issues early, and support compliance with Caltrans ROW processes. CONSULTANT shall prepare various project informational flyers, acquisition materials, present technical information related to valuations, access needs, and proposed acquisitions, and document all discussions and outcomes. This ensures stakeholder input is captured and incorporated into a ROW strategy that meets Caltrans standards and supports timely certification.

DELIVERABLES:

- Stakeholder meeting notes within one (1) week of meeting.

1.3 - PROJECT TRACKING TABLE

CONSULTANT shall update the COUNTY provided Project Tracking Table. As a component of effective project management and in an effort to keep the project on schedule, as well as to keep the COUNTY current with acquisition data, a Project Tracking Table will be created by the COUNTY. This table will outline milestones and supply completion dates, comments and any additional information the COUNTY may request.

DELIVERABLES

- Project Tracking Table updates, as necessary, throughout the PROJECT.

1.4 - PROJECT CLOSE-OUT

The original acquisition and relocation file information will be gathered by the COUNTY. CONSULTANT shall provide for each negotiation and relocation file to the COUNTY upon completion of the PROJECT agent diaries. CONSULTANT shall be available to review the final files provided by the COUNTY.

DELIVERABLES:

- Agent diaries and final file reviews upon completion of each acquisition.

TASK 2 - APPRAISAL PROCESS

Sixteen (16) appraisals shall be completed for the seventeen (17) affected parcels by a licensed General Real Estate Appraiser from Curtis-Rosenthal, Inc. CONSULTANT shall provide sixteen (16) draft Appraisal Reports after each appraisal is completed. Notice of intent to appraise letters along with acquisition policy brochures, including, at a minimum, "Caltrans & You; Your Property, Your Transportation Project", goodwill and relocation information, and various applicable information will be provided to all applicable property owners. Appraisals will be arranged so that the property owner may accompany the appraiser during the inspection of the property. This allows the property owner the opportunity to provide additional information to the appraiser.

COUNTY will review all draft appraisal reports submitted, provide commentary as applicable, and submit those comments to CONSULTANT for inclusion on the final report. Within two (2) weeks of receipt of COUNTY's comments, CONSULTANT shall submit the final Appraisal Reports for all sixteen (16) parcels.

All appraisals will be prepared by an appraiser licensed with the State of California and will comply with all laws applicable to the specific appraisal and the Uniform Standards of Professional Appraisal Practice 49 CFR 24.2(a)(3). Appraisals will include a summary and a complete analysis for all valuation conclusions. Documentation obtained during the inspection, such as pictures, will be included in each report. Title information pertaining to ownership, drawings, and information relative to the parcel will be reviewed by the appraiser.

DELIVERABLES:

- Sixteen (16) Draft Appraisal Reports upon each completion.
- Sixteen (16) Final Appraisal Reports within two (2) weeks of receipt of COUNTY's comments.

TASK 3 - OBTAIN APPRAISAL REVIEW REPORTS

Sixteen (16) appraisal review reports will be completed for the seventeen (17) affected parcels by a Certified General Real Estate Appraiser. Upon acceptance and approval of the property appraisals, an independent appraisal review will be completed. The review includes inspecting sales to determine comparability, reviewing appraisal for conformance to Uniform Standards of Professional Appraisal Practice, reviewing “highest and best use” conclusions, examining valuation methods, analyzing exhibits, checking mathematical calculations, and preparing a narrative report that describes the review process and sets forth the reasoning behind the review. An appraisal review is recommended to ensure that the appraisal is based on sound appraisal theory, contains appropriate documentation to support the appraisers’ conclusions and complies with regulatory codes. A recommendation of just compensation is then made based on the reviewed, collected, assembled, correlated, and analyzed data.

CONSULTANT shall provide sixteen (16) draft Appraisal Review Reports after each appraisal is completed. COUNTY will review all draft appraisal review reports submitted, provide commentary as applicable, and submit those comments to CONSULTANT for inclusion on the final report. Within two (2) weeks of receipt of COUNTY’s comments, CONSULTANT shall submit the final Appraisal Review Reports for all sixteen (16) parcels.

DELIVERABLES:

- Sixteen (16) Draft Appraisal Review Reports upon each completion.
- Sixteen (16) Final Appraisal Review Reports within two (2) weeks of COUNTY’s comments.

TASK 4 – REVIEW OFFER DOCUMENTS/RIGHT OF WAY NEGOTIATION AND ACQUISITION

The scope of this Agreement will require acquisitions from seventeen (17) parcels with sixteen (16) ownerships. All “Good Faith Negotiations” shall be completed by CONSULTANT. After completion of the appraisal process and just compensation determination, COUNTY will prepare the offer packages for CONSULTANT to review. CONSULTANT shall meet with all owners in person to present and explain the offer package details. The offer package will include the offer letter, written summary of just compensation with supporting appraisal information, property owner exhibit showing property map with right of way take locations, Title VI information, and “Your Property – Your Transportation Project” booklet, and information regarding relocation and goodwill claims.

CONSULTANT shall negotiate with the property owner to arrive at a mutually agreeable settlement and prepare necessary purchase agreements such as Grant Deeds, applicable Easement Deeds, and Temporary Construction Easement Deeds. CONSULTANT shall obtain receipt of delivery of offer and/or present and secure tenant information statements, as applicable, during the initial meeting.

CONSULTANT shall work closely with the COUNTY to aid in the recommendation of the appropriate course of action regarding the various acquisitions with property owners

requesting additional compensation and/or services beyond the initial offer package. Recommended settlement packages with justifications and impasse letters will be provided to the COUNTY for review. Working with the property owners to come to agreeable terms shall be the CONSULTANT's focus. CONSULTANT shall assist, only when necessary, to obtain signatory information to finalize signing documentation.

Upon reaching an agreement on the terms and conditions of the acquisition with the property owner, CONSULTANT shall supply fully executed agreements along with executed deeds and easements to the COUNTY for acceptance prior to recording.

CONSULTANT's ROW Agents hold California Real Estate Salesperson's Licenses and are working under the direct supervision of a California Real Estate Licensed Broker. Each Agent is a California Notary Public and will be available to notarize any documentation that is required.

DELIVERABLES:

- Right of Way Agreements, Grant and applicable Easements Deeds, and Administrative Settlements upon completion of each acquisition.

5 - TEMPORARY CONSTRUCTION EASEMENTS ONLY

The project will require temporary construction easements for driveway conforms from four (4) parcels with four (4) ownerships. All "Good Faith Negotiations" shall be completed by CONSULTANT's ROW Team. After completion of the waiver valuation and just compensation determination, COUNTY will prepare the offer package for CONSULTANT to review. CONSULTANT shall meet with all owners in person to present and explain the offer package details.

5.1 - WAIVER VALUATIONS IN-LIEU OF APPRAISALS

In insignificant valuation situations, an appraisal may be waived [49 CFR 24.102(c) (2)]. Waiver Valuations follow Caltrans and Uniform Act guidelines. A Notice of intent to inspect letter along with the acquisition policy brochure will be provided to impacted property owners.

CONSULTANT shall provide four (4) draft Waiver Valuations after the Waiver Valuation is completed. COUNTY will review all draft Waiver Valuations submitted, provide commentary as applicable, and submit those comments to CONSULTANT for inclusion on the final Valuation. Within two (2) weeks of receipt of COUNTY's comments, CONSULTANT shall submit the final Waiver Valuations for all four (4) valuations.

DELIVERABLES:

- Four (4) Draft Waiver Valuations upon each completion.
- Four (4) Final Waiver Valuations within two (2) weeks of COUNTY's comments.

5.2 – NEGOTIATIONS

All "Good Faith Negotiations" shall be completed by CONSULTANT's ROW Team. After completion of the waiver valuation and just compensation determination, the COUNTY will prepare the offer package for CONSULTANT to review. CONSULTANT shall meet with all owners in person to present and explain the offer package details.

CONSULTANT shall negotiate with the property owner to arrive at a mutually agreeable settlement and prepare necessary purchase agreements such as Grant Deeds, applicable Easement Deeds, and Temporary Construction Easement Deeds. CONSULTANT shall obtain receipt of delivery of offer and/or present and secure tenant information statements, as applicable, during the initial meeting.

CONSULTANT shall work closely with the COUNTY to aid in the recommendation of the appropriate course of action regarding the various acquisitions with property owners requesting additional compensation and/or services beyond the initial offer package. Recommended settlement packages with justifications and impasse letters will be provided to the COUNTY for review. Working with the property owners to come to agreeable terms shall be the CONSULTANT's focus. CONSULTANT shall assist, only when necessary, to obtain signatory information to finalize signing documentation.

Upon reaching an agreement on the terms and conditions of the acquisition with the property owner, CONSULTANT shall supply fully executed agreements along with executed deeds and easements to the COUNTY for acceptance prior to recording.

CONSULTANT's ROW Agents hold California Real Estate Salesperson's Licenses and are working under the direct supervision of a California Real Estate Licensed Broker. Each Agent is a California Notary Public and will be available to notarize any documentation that is required.

DELIVERABLES:

- Right of Way Agreements, applicable Easements Deeds, and Administrative Settlements upon completion of each acquisition.

TASK 6 - RELOCATION ASSISTANCE - OPTIONAL

CONSULTANT shall provide relocation services in accordance with the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended, (42 USC 4601 et seq.) and implementing regulation, 49 CFR Part 24, as amended by MAP-21; California Government Code Section 7267 et seq.; California Code of Civil Procedure Sections 1263.010 to 1263.620 and 1255.010 to 1255.060; Housing and Community Development Title 25; Caltrans, Right of Way Manual, as applicable.

CONSULTANT shall perform the following tasks:

- Conduct personal, on-site interview with the individual(s) displaced as a result of this project ("displacee") to ascertain relocation needs and special requirements.
- Inform displacee of available relocation assistance services, benefits, and explain relocation process.

- Prepare and distribute Informational Statements, Notices of Eligibility, 90-Day Notices to Vacate, and other notices as may be required.
- Determine eligibility for reimbursement of moving expenses.
- Prepare all applicable Relocation claim forms, secure displacees' signatures on claim forms, and submit claim forms to COUNTY for processing and payment.
- Assist displacee in locating suitable replacement sites and provide written referrals, as appropriate.
- Document all sites considered, including negotiations with the displacee.
- Provide on-going advisory assistance to displacee to minimize their hardship, including but not limited to, referrals to replacement sites and lists of movers and other vendors to assist in the move.
- Prepare specifications for the move and inventory of personal property, ensuring thorough coordination with COUNTY's staff, CONSULTANT's staff, and/or legal counsel, so that no real property is included on the personal property inventory list.
- Coordinate the walk-through for a minimum of two (2) bids and move estimates with movers.
- Monitor the actual move to replacement site, as necessary.
- Hand deliver benefit checks and other appropriate payments to claimants.
- Maintain necessary documentation and provide COUNTY with status reports.
- Prepare, obtain and submit Vacancy Reports for properties that are vacated.

DELIVERABLES:

- Relocation Claim Forms, supporting documentation, diaries, and status reports shall be submitted in one report labeled as "Vacancy Report", upon completion of relocation for each displacee.
- Distribution of Informational Statements, Notices of Eligibility, 90-Day Notices to Vacate, and other notices as may be required to displacee(s).
- Specifications for the move and inventory of personal property for each displacee.

TASK 7 – ACQUISITION OF PERMANENT RIGHTS - OPTIONAL

One (1) parcel may be identified as requiring permanent acquisition; however, based on recent and anticipated design revisions, it is expected that the parcel(s) may ultimately be removed from the project limits. As the design continues to be refined, the need for acquisition of the parcel(s) is being re-evaluated.

7.1 - APPRAISALS AND APPRAISAL REVIEWS

One (1) appraisal and one (1) appraisal review will be completed by a licensed General Real Estate Appraiser. Notice of intent to appraise letters along with acquisition policy brochures including, at a minimum, "Caltrans & You; Your Property, Your Transportation Project", goodwill and relocation information, and various applicable information will be provided to all applicable property owners. Appraisals will be arranged so that the property owner may accompany the appraiser during the inspection of the property. This allows the property owner the opportunity to provide additional information to the appraiser.

CONSULTANT shall provide any additional draft Appraisal Reports after each appraisal is completed. COUNTY will review all additional draft appraisal reports submitted, provide commentary as applicable, and submit those comments to CONSULTANT for inclusion on the final report. Within two (2) weeks of receipt of COUNTY's comments, CONSULTANT shall submit the final additional Appraisal Reports.

CONSULTANT shall provide any additional draft Appraisal Review Reports after each appraisal is completed. COUNTY will review all additional draft appraisal review reports submitted, provide commentary as applicable, and submit those comments to CONSULTANT for inclusion on the final report. Within two (2) weeks of receipt of COUNTY's comments, CONSULTANT shall submit the final additional Appraisal Review Reports.

DELIVERABLES:

- Draft Appraisal Report(s) upon completion.
- Final Appraisal Report(s) within two (2) weeks of COUNTY's comments.
- Draft Appraisal Review Report(s) upon completion.
- Final Appraisal Review Report(s) within two (2) weeks of COUNTY's comments.

7.2 – NEGOTIATIONS

All "Good Faith Negotiations" shall be completed by CONSULTANT's ROW Team. After completion of the waiver valuation and just compensation determination, COUNTY will prepare the offer package for CONSULTANT to review. CONSULTANT shall meet with all owners in person to present and explain the offer package details.

CONSULTANT shall negotiate with the property owner to arrive at a mutually agreeable settlement and prepare necessary purchase agreements such as Grant Deeds, applicable Easement Deeds, and Temporary Construction Easement Deeds. CONSULTANT shall obtain receipt of delivery of offer and/or present and secure tenant information statements, as applicable, during the initial meeting.

CONSULTANT shall work closely with the COUNTY to aid in the recommendation of the appropriate course of action regarding the various acquisitions with property owners requesting additional compensation and/or services beyond the initial offer package. Recommended settlement packages with justifications and impasse letters will be provided to the COUNTY for review. Working with the property owners to come to agreeable terms shall be the CONSULTANT's focus. CONSULTANT shall assist, only when necessary, to obtain signatory information to finalize signing documentation. Upon reaching an agreement on the terms and conditions of the acquisition with the property owner, CONSULTANT shall supply fully executed agreements along with executed deeds and easements to the COUNTY for acceptance prior to recording.

CONSULTANT's ROW Agents hold California Real Estate Salesperson's Licenses and are working under the direct supervision of a California Real Estate Licensed Broker.

Each Agent is a California Notary Public and will be available to notarize any documentation that is required.

DELIVERABLES:

- ROW Agreements, applicable Easements Deeds, and Administrative Settlements upon completion of each acquisition.

TASK 8 - TEMPORARY CONSTRUCTION EASEMENTS, PERMITS TO ENTER, AND PERMITS TO ENTER AND CONSTRUCT - OPTIONAL

With the CONSULTANT working closely with the COUNTY's design team, it is anticipated that temporary construction easements, permits to enter, and/or permits to enter and construct for driveway conforms shall be completed during the final design phase. If additional information is identified during final design that alters this assumption, temporary construction easements, permits to enter, and/or permits to enter and construct have been added for four (4) parcels under four (4) separate ownerships. All "Good Faith Negotiations" shall be conducted by CONSULTANT's ROW Team. Following completion of the waiver valuation and determination of just compensation, the COUNTY will prepare the offer package or permit for CONSULTANT's review. CONSULTANT shall then meet with each property owner in person to present and explain the offer package or permit details.

8.1 - WAIVER VALUATIONS IN-LIEU OF APPRAISALS

In insignificant valuation situations, an appraisal may be waived [49 CFR 24.102(c) (2)]. Waiver Valuations follow Caltrans and Uniform Act guidelines. A Notice of Intent to Inspect Letter along with the acquisition policy brochures including, at a minimum, "Caltrans & You; Your Property, Your Transportation Project", goodwill and relocation information, and various applicable information will be provided to applicable property owners.

CONSULTANT shall provide any additional draft Waiver Valuations after the Waiver Valuation is completed. COUNTY will review all draft Waiver Valuations submitted, provide commentary as applicable, and submit those comments to CONSULTANT for inclusion on the final Valuation. Within two (2) weeks of receipt of COUNTY's comments, CONSULTANT shall submit the final additional Waiver Valuations.

DELIVERABLES:

- Four (4) Draft Waiver Valuations upon each completion.
- Four (4) Final Waiver Valuations within two (2) weeks of COUNTY's comments.

8.2 – NEGOTIATIONS

All "Good Faith Negotiations" shall be completed by CONSULTANT's ROW Team. After completion of the Waiver Valuation and just compensation determination, the COUNTY will prepare the offer package for CONSULTANT to review. CONSULTANT shall meet with all owners in person to present and explain the offer package details.

DELIVERABLES:

- Right of Way Agreements, Easements Deeds, and Administrative Settlements upon completion of each acquisition.

TASK 9 - PRECONDEMNATION/CONDEMNATION SUPPORT - OPTIONAL

CONSULTANT shall provide support for all phases of condemnation, if this becomes necessary. A Resolution of Necessity (RON) package will be generated by the COUNTY's counsel and CONSULTANT shall provide the following documents: litigation guarantee, an update to the appraisal if the report is dated more than six (6) months from date of submittal of RON package, and confirmation of market value. This shall be documented in the parcel diary. In addition, CONSULTANT shall be available to provide support for the following: obtaining or serving as expert witness, participating in appraisal review meeting, and attending settlement conferences.

DELIVERABLES:

- RON supporting documents and condemnation support for each applicable acquisition.

PROJECT CONTINGENCY SERVICES

COUNTY may require CONSULTANT to perform Project Contingency Services. Project Contingency Services may supplement, expand, or otherwise modify the Scope of Work or may include, at a minimum, title research and escrow coordination and other tasks that are deemed critical by COUNTY's Contract Administrator. CONSULTANT shall not commence any work on Project Contingency Services prior to receiving a fully executed Notice to Proceed with details, as applicable, from COUNTY. The scope of Project Contingency Services shall be constrained to the budgets provided in Exhibit C.

TITLE RESEARCH

It is assumed that COUNTY will provide title reports. CONSULTANT shall assist the COUNTY when necessary to perform all necessary research for the parcels being acquired. In addition, CONSULTANT shall assist to resolve or oversee resolution of problems relating to unusual circumstances with regard to title or ownership and uncover any flaws, noting any exceptions pertaining to property such as mortgage liens, restrictions, easements and rights of way.

DELIVERABLES:

- Title research for all affected parcels as necessary.

ESCROW COORDINATION

COUNTY will open and coordinate escrow transactions. For more complicated escrow transactions, CONSULTANT shall work closely with the COUNTY to assist in the timely closing of all transactions. These efforts would include meeting with owner to sign escrow documentation and notarize any documentation that is required.

DELIVERABLES:

- Escrow documents and closing statements for each acquisition.

Dokken Engineering

Exhibit B

Rate Schedule

Labor Category	Fully Burdened Hourly Rate Range
Right of Way Manager	\$208.75 - \$328.03
Senior Right of Way Agent	\$164.01 - \$253.47
Right of Way Agent	\$104.37 - \$193.83
Right of Way Assistant	\$74.55 - \$119.28
Right of Way Technician	\$59.64 - \$89.47
Senior Appraiser	\$164.01 - \$253.47
Appraiser	\$104.37 - \$193.83
Appraiser Assistant	\$74.55 - \$119.28
Appraiser Technician	\$59.64 - \$89.47
Principal in Charge	\$268.39 - \$447.31
QA/QC Manager	\$268.39 - \$447.31
Senior Engineer	\$193.83 - \$432.39
Associate Engineer	\$149.11 - \$238.56
Assistant Engineer	\$104.37 - \$223.65
Senior CAD	\$164.01 - \$283.29
CAD/Detailer	\$104.37 - \$223.65
Engineering Technician	\$74.55 - \$164.01
Environmental Manager	\$238.56 - \$357.84
Senior Environmental Planner 2	\$178.92 - \$268.39
Senior Environmental Planner 1	\$149.11 - \$238.56
Associate Environmental Planner	\$116.30 - \$175.94
Environmental Planner	\$98.40 - \$134.19

Overhead Percentage **166.25%**

Profit Percentage **12%**

Ordinary supplies and equipment are included in the hourly rates specified above. The following are considered items of special charge and they shall be billed at their actual cost:

- Supplemental Historic Property Survey Report
- Outside Reproduction
- Permit Fees / Public Notice Advertisements
- Postage for Public Advertisements
- Record Search Fees / EDR Reports
- Room and Equipment Rentals
- Traffic Control / Utility Potholing
- Title Reports / Appraisals / Appraisal Reviews

Dokken Engineering

Exhibit C

Cost Estimate

Description		Cost
Task 1	Planning	\$ 35,411.25
Task 2	Appraisal Process	\$ 5,576.34
Task 3	Obtain Appraisal Review Reports	\$ 18,106.70
Task 4	Review Offer Documents/ Right of Way Negotiation and Acquisition	\$ 134,055.81
Task 5	Temporary Construction Easements Only	\$ 42,758.90
Optional Task 6	Relocation Assistance	\$ 20,471.43
Optional Task 7	Acquisition of Permanent Rights	\$ 8,993.71
Optional Task 8	Temporary Construction Easements Only	\$ 42,758.90
Optional Task 9	Precondemnation/ Condemnation Support	\$ 11,957.82
Project Contingency Services	Including, but not limited to, Title Research, Escrow Coordination, etc.	\$ 10,500.00
Subtotal:		\$ 330,590.86
Other Direct Costs	Curtis-Rosenthal, Inc. for Appraisal Services (each appraisal and appraisal update invoiced at cost)	\$ 69,150.00

TOTAL COST ESTIMATE: \$ 399,740.86

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

Dokken Engineering

Exhibit D

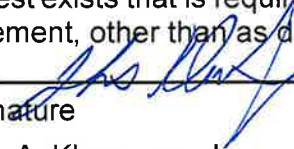
Interest of CONSULTANT Disclosure Statement

Disclosure of Conflicts

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

Certification

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



Signature

John A. Klemunes, Jr.

Name

President

Title

Dokken Engineering, Inc

Company Name

6/24/2026

Date

Dokken Engineering

Exhibit E

DISCLOSURE OF LOBBYING ACTIVITIES

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

1. Type of Federal Action: ☐ a. contract ☐ b. grant ☐ c. cooperative agreement ☐ d. loan ☐ e. loan guarantee ☐ f. loan insurance	2. Status of Federal Action: ☐ a. bid/offer/application ☐ b. initial award ☐ c. post-award NONE	3. Report Type: ☐ a. initial ☐ b. material change For Material Change Only: year _____ quarter _____ date of last report _____
4. Name and Address of Reporting Entity ☐ Prime ☐ Subawardee Tier _____, if known Congressional District, if known _____		
5. If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of Prime: Congressional District, if known _____		
6. Federal Department/Agency: _____		
7. Federal Program Name/Description: _____		
8. Federal Action Number, if known: _____		
9. Award Amount, if known: _____		
10. a. Name and Address of Lobby Entity (If individual, last name, first name, MI) _____ b. Individuals Performing Services (including address if different from No. 10a) (last name, first name, MI) _____ (attach Continuation Sheet(s) if necessary)		
11. Amount of Payment (check all that apply) \$ _____ ☐ actual ☐ planned		
12. Form of Payment (check all that apply): ☐ a. cash ☐ b. in-kind; specify: nature _____ Value _____		
13. Type of Payment (check all that apply) ☐ a. retainer ☐ b. one-time fee ☐ c. commission ☐ d. contingent fee ☐ e. deferred ☐ f. other, specify _____		
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: (attach Continuation Sheet(s) if necessary)		
15. Continuation Sheet(s) attached: Yes ☐ No ☐		
16. Information requested through this form is authorized by Title 31 U.S.C. Section 1352. This disclosure of lobbying reliance was placed by the tier above when his transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to Congress semiannually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.		
Signature: _____ Print Name: John A. Klemunes, Jr. Title: President Telephone No.: 916 858-0642 Date: 6/24/2026		
Authorized for Local Reproduction Standard Form - LLL		

Federal Use Only:

Standard Form LLL Rev. 04-28-06

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

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

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

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