

**ICF Jones & Stokes, Inc.
Environmental Review Services for Bridge Replacement Projects**

AGREEMENT FOR SERVICES # AGMT 11-53360

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 ICF Jones & Stokes, Inc., a corporation duly qualified to conduct business in the State of California, whose principal place of business is 630 K Street, Suite 400, Sacramento, California 95814 (hereinafter referred to as "Consultant");

R E C I T A L S

WHEREAS, County has determined that it is necessary to obtain a consultant to assist its Department of Transportation with environmental review services for the Blair Road at EID Canal – Bridge Replacement Project, the Alder Drive at EID Canal – Bridge Replacement Project, and the Bassi Road at Granite Creek – Bridge Replacement Project;

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

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

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

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

ARTICLE I

Scope of Services:

- A. Consultant's services are to be provided specifically in support of Blair Road at EID Canal – Bridge Replacement Project #77119, Alder Drive at EID Canal – Bridge Replacement Project #77123, and Bassi Road at Granite Creek – Bridge Replacement Project #77128.

Consultant shall perform all professional and technical services, work, and tasks required to accomplish the objectives set forth herein, and shall provide and make available Consultant's own personnel, subconsultants, materials, equipment, vehicles, and services necessary to perform various environmental review services

for each of the three (3) projects. Services shall include, but not be limited to, those tasks as identified in Exhibit A, marked "Scope of Work," incorporated herein and made by reference a part hereof. Exhibit A provides for the Scope of Work, identified as Items of Work A through V, for each of the three (3) projects.

- B. County's Contract Administrator (CA) will issue separate written Notices to Proceed to Consultant for the Scope of Work for each of the three (3) projects. Consultant shall not commence work on any item of work until receiving the appropriate Notice to Proceed. No payment will be made for any work performed prior to the dates specified in the Notices to Proceed.
- C. Unless otherwise indicated below, and notwithstanding any other provision of this Agreement to the contrary, deliverables for the specific items of work to be provided under the Scope of Work for each of the three (3) projects identified in Exhibit A hereto shall be as specified in Exhibit A, shall be prepared using the software described in this Article and shall be submitted in accordance with the timeframes and formats specified in Exhibit A, marked "Scope of Work" incorporated herein and made by reference a part hereof. Adjustments to the completion times specified in Exhibit A may only be made in accordance with the prior written approval of County's CA.
- D. In addition to the specific services identified in Exhibit A, "Scope of Work" herein, this Agreement may also include Optional Tasks, as subsequently identified during the course of work under this Agreement by County's CA, related to the Scope of Work for each of the three (3) projects identified in Exhibit A. Such Optional Tasks may supplement or modify the Scope of Work for the projects identified in Exhibit A hereto or may include, but not be limited to, additional items of work that are deemed critical by County's CA to the furtherance of completing the projects.

Before proceeding with any work concerning Optional Tasks under this Agreement, the parties will identify the specific services to be provided for each assignment in individual Work Orders to be issued in accordance with this Agreement.

The specific services for each Optional Task shall be determined at a meeting or telephone conference between Consultant and County's CA, or designee, to discuss the needs, applicable standards, required deliverables, specific Consultant staff, subconsultants, any necessary permits, and any task-related mileage budget, if applicable, on a task-by-task basis. Following the meeting, Consultant shall provide County's CA with a written scope of work for the Optional Task, 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 CA, prior to commencement of the work. No payment will be made for any Optional Task work performed prior to approval and full execution of the Work Order, and no payment will be made for amounts in excess of the not-to-exceed amount of the Work Order.

The period of performance for Work Orders issued for Optional Tasks, if any, 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 CA and Consultant amend the Work Order. No Work Order will be written which extends beyond the expiration date of this Agreement, nor which exceeds the cumulative total of the Optional Tasks Estimate amount.

- E. County shall review Consultant's progress at key points as specified in Exhibit A for each of the three (3) projects and in each Work Order issued for Optional Tasks, if any. Milestone reviews shall be performed for the specific products and deliverables listed in the Scope of Work and in each Work Order as applicable. Milestones may only be changed by written agreement between County's CA and Consultant's Project Manager.
- F. If a submittal, unsigned deliverable, or Work Order deliverable is required to be an electronic file, Consultant shall produce the file using Microsoft (MS) Office 2003 applications (specifically, MS Word, MS Project and MS Excel). Signed reports and deliverables shall be submitted in Adobe portable document format (pdf). Electronic copies shall be provided on CD or via email. Photographs shall be provided in jpg format. AutoCAD and GIS files shall be provided where required by the item of work. All deliverables shall be submitted in language, format, and design that are compatible with and completely transferable to County's computer and engineering applications and that are acceptable to County's CA. 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 CA.

Consultant shall submit all deliverables to County's CA in accordance with completion time schedules identified in Exhibit A or as specified in the individual Work Orders for Optional Tasks, if any, issued pursuant to this Agreement. Failure to submit the required deliverables in the format required shall be grounds for termination of the Agreement, as provided in ARTICLE XVI, Default, Termination, and Cancellation herein.

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

ARTICLE II

Term: This Agreement shall become effective when fully executed by both parties hereto and shall expire upon County's recordation of the Notices of Acceptance for all three (3) projects.

ARTICLE III

Compensation for Services: For services provided herein including all of the deliverables described in Exhibit A, Scope of Work, and in the individual Work Orders if any, issued

pursuant to this Agreement; and including all of the forms and reports required under the Disadvantaged Business Enterprise (DBE) provisions of this Agreement, and including the progress reports required in ARTICLE V, Progress Reports below, County agrees to pay Consultant monthly in arrears. Payment shall be made within thirty (30) days following County receipt and approval of itemized invoices detailing services rendered.

For the purposes hereof, the billing rates shall be in accordance with Exhibit B marked "Fee Schedule," incorporated herein and made by reference a part hereof. Subconsultant services and other direct costs shall be invoiced at Consultant's cost, without markup, for the services rendered. Any invoices that include subconsultant services and other direct costs shall be accompanied by backup documentation to substantiate Consultant's costs for the services being billed on those invoices.

Reimbursement for mileage expenses for Consultant and for any subconsultants, shall not exceed the lesser of (1) the rates to be paid to County employees under the current Board of Supervisors Travel Policy at the time the mileage expenses are incurred; or (2) the rates authorized to be paid to rank and file state employees under the then current State Department of Personnel Administration (DPA) rules. References to the DPA rates and Consultant's responsibilities for cost differences and any overpayments are more fully described in ARTICLE XXIX, Cost Principles herein. Mileage reimbursement rates apply to Consultant and any subconsultants authorized under this Agreement. There shall be no Consultant or subconsultant markup on any mileage expenses. Any reimbursements for mileage expenses for subconsultants will only be made if such expenses are included under Subconsultant Direct Costs in Exhibit C, marked "Cost Estimate," incorporated herein and made by reference a part hereof or in the budget of an approved and fully executed Work Order issued pursuant to this Agreement.

Travel costs (i.e., overnight lodging, meals, parking, airfare, bridge tolls and other per diem expenses) will not be reimbursed for any services performed under this Agreement by Consultant or by any authorized subconsultant.

For the purposes of budgeting the items of work identified in Exhibit A, Scope of Work, the maximum allowable billing amounts for each item of work are described in Exhibit C marked, "Cost Estimate" and Exhibit C-1 marked "Cost Summary". The amounts indicated in Exhibit C, represent the composition of the total not-to-exceed budget for the various items of work. In the performance of the scope of services to be provided in accordance with this Agreement, Consultant may request to reallocate the expenses listed in Exhibit C among the various items of work and prime direct costs identified herein (not including subconsultants) subject to the Contract Administrator's written approval. In no event shall the not-to-exceed amount of the individual project scopes be exceeded, nor shall the amount allocated for Optional Tasks be exceeded, nor shall the total not-to-exceed dollar amount of the Agreement be exceeded.

The total amount for services to be provided under the Scope of Work in accordance with Exhibit A hereto shall not exceed \$439,007.02 inclusive of all work of subconsultants and all costs and expenses.

The total amount for all Optional Tasks, if any, which may be assigned in accordance with this Agreement, shall not exceed \$50,000, inclusive of all Work Orders, all work of subconsultants, and all costs and expenses. The not-to-exceed amount of each individual Work Order so assigned shall not exceed the amount specified in each Work Order, unless County's CA and Consultant amend the Work Order in writing.

The total amount of this Agreement, including all of the services detailed in Exhibit A and including any Optional Tasks which may be assigned, and inclusive of all work of subconsultants, costs, expenses, and Work Orders shall not exceed \$489,007.02.

Itemized invoices shall follow the format specified by County and shall reference this Agreement number both on their faces and on any enclosures or backup documentation. Consultant shall bill County for only one (1) Work Order per invoice. Consultant shall prepare and submit a fully executed "Final Report – Utilization of Disadvantaged Business Enterprises (DBE), First-Tier Subconsultants" form with its final invoice. Twenty-five percent (25%) of the value of the final invoice shall be withheld until County's receipt and approval of the required DBE form. Consultant's responsibilities for compliance with DBE requirements are more fully described in ARTICLE XXXVIII, Disadvantaged Business Enterprise (DBE) Considerations and in ARTICLE XXXIX, DBE Participation herein.

Copies of documentation attached to invoices shall reflect Consultant's charges for the specific services billed on those invoices. Invoices shall be mailed to County at the following address:

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

or to such other location as County directs.

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

ARTICLE IV

Standards for Work: Environmental services provided under this Agreement shall be performed in accordance with, and in full compliance with, County, Caltrans and Federal Highway Administration (FHWA) guidelines, the National Environmental Policy Act (NEPA), Pub. L. 91-190, 42 U.S.C. 4321-4347, January 1, 1970, as amended by Pub. L. 94-52, July 3, 1975, Pub. L. 94-83, August 9, 1975, and Pub. L. 97-258, § 4(b), Sept. 13, 1982, all NEPA guidelines and related regulations, the California Environmental Quality Act (CEQA), Public Resources Code Sections 210000 et. seq., and in full compliance with CEQA

Guidelines, California Code of Regulations, Title 14, Chapter 3, Sections 150000 et. seq., such that the work will result in NEPA and CEQA certifiable environmental documents. Services shall further conform to all State statutes, regulations and procedures, including those set forth in the Caltrans Local Assistance Procedures Manual (LAPM), the Local Assistance Program Guidelines (LAPG), the Caltrans Environmental Handbooks and the Caltrans Standard Environmental Reference (SER), and all other Caltrans guidance relating to federal-aid programs, all Title 23 federal requirements, and all applicable federal laws, regulations and policy and procedural or instructional memoranda.

All of Consultant's services and deliverables must adhere to current County, Caltrans, and federal requirements for project development and shall be made available to County and Caltrans for review and approval at the appropriate stages specified in Exhibit A hereto or in Work Orders, if any, issued for Optional Tasks pursuant to the Agreement or upon request by County's CA.

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 V

Progress Reports: Consultant shall submit written progress reports to County's CA at intervals that are commensurate with the requirements of the items of work and tasks being performed and based upon a mutually agreeable schedule. At a minimum, Consultant shall submit progress reports once per month. The reports shall be sufficiently detailed for County's CA to determine if Consultant is performing to expectations and is on schedule, to provide communication of interim findings, and to afford occasions for airing difficulties or special circumstances encountered so that remedies can be developed. County's review of these reports will ensure that Consultant's work meets a level of acceptability as determined by County's CA, and Consultant shall be required to modify its work as necessary to meet that level of acceptability as defined by County's CA. Separate detail shall be provided for each ongoing item of work or Work Order. Progress reports shall include the total number of hours worked by Consultant and any authorized subconsultants and shall include descriptions of the tasks and work performed, including a description of any deliverables submitted during the reporting period, the anticipated tasks, work and deliverables proposed for the subsequent reporting, a discussion of any Project issues, recommendations to address the issues, percent of contract completed that month and any necessary updates to the projects. Consultant shall complete schedule updates for each of the three (3) projects and shall submit them quarterly to County's CA.

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 VI

Licenses: Consultant represents that it and any and all subconsultants employed under this Agreement are duly certified or licensed in good standing by the State of California to perform the services contemplated under this Agreement, and that Consultant and all subconsultants shall maintain said certificates and licenses in good standing throughout the term of this Agreement.

ARTICLE VII

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 CA. 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 VIII

Consultant's Project Manager: Consultant designates Debra Loh, Principal, as its Project Manager for this Agreement. Consultant's Project Manager, or County-approved designee, shall be accessible to County's CA, or designee, during normal County working hours and shall respond within twenty-four (24) hours to County inquiries or requests. Consultant's Project Manager shall be responsible for all matters related to Consultant's personnel, operations and any subconsultants authorized under this Agreement including, but not limited to (1) assigning qualified personnel to perform the required work and to prepare the deliverables required by the individual 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 IX

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 without prior written approval by County's CA.

ARTICLE X

Consultant to County: It is understood that the services provided under this Agreement shall be prepared in and with cooperation from County and its staff. It is further agreed that in all matters pertaining to this Agreement, Consultant shall act as Consultant only to County and shall not act as Consultant to any other individual or entity affected by this Agreement nor provide information in any manner to any party outside of this Agreement that would conflict with Consultant's responsibilities to County during the term hereof.

ARTICLE XI

Confidentiality:

- A. Consultant shall maintain the confidentiality and privileged nature of all records, including billing records, all financial, statistical, personal, technical, or other data and information relative to County's operations together with any knowledge therein acquired, in accordance with all applicable state and federal laws and regulations, as they may now exist or may hereafter be amended or changed. Consultant, and all Consultant's staff, employees, and representatives, 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 for the purpose of, and in the performance of, this Agreement.
- B. Permission to disclose information on one occasion shall not authorize Consultant to further disclose such information, or disseminate the same on any other occasion.
- C. Consultant shall not comment publicly to the press or any other media regarding this Agreement or County's actions on the same, except to County's staff, Consultant's own personnel or authorized subconsultants involved in the performance of this Agreement, at public hearings or in response to questions from a Legislative committee.
- D. Consultant shall not issue any news release or public relations item of any nature, whatsoever, regarding work performed or to be performed under this Agreement without prior review of the contents thereof by County, and receipt of County's CA's written permission.
- E. All information related to any construction estimates prepared or otherwise obtained in the performance of this Agreement is confidential, and shall not be disclosed by Consultant to any entity other than to County.
- F. Any non-final or draft administrative reports, studies, materials and documentation, including but not limited to, all environmental documents and any Project Reports (PR), relied upon, produced, created or utilized for any items of work performed under this Agreement shall be held in confidence pursuant to Government Code §6254.5(e) until release in accordance with CEQA. County and Consultant agree that such material will not be distributed, released or shared with any other

organization, person or group other than County's and Consultant's employees and agents whose work requires that access.

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

ARTICLE XII

Assignment and Delegation: Consultant is engaged by County for its unique qualifications and skills as well as those of its personnel. Consultant shall not subcontract, delegate, or assign services to be provided, in whole or in part, to any other person or entity without prior written consent of County. Notwithstanding this Article, Consultant is authorized to utilize the specific subconsultants identified in Exhibit A hereto and the specific subconsultants 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.

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

Notwithstanding any provision to the contrary, at no time shall County be obligated to pay separately for subconsultant services.

ARTICLE XIII

Independent Contractor/Liability: Consultant is, and shall be at all times, deemed independent and shall be wholly responsible for the manner in which it performs services required by the terms of this Agreement. Consultant exclusively assumes responsibility for acts of its employees, associates, and subcontractors, if any are authorized herein, as they relate to services to be provided under this Agreement during the course and scope of their employment.

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

ARTICLE XIV

Prevailing Wage: County requires Consultant's services on public works projects involving local, state, and federal funds to which prevailing wage requirements may apply. As a consequence, Consultant and any subconsultants authorized pursuant to this Agreement or in individual Work Orders issued pursuant to this Agreement, shall comply with all applicable state and federal prevailing wage rates, statutes, rules and regulations

then in effect. In the event of conflict between applicable federal and state provisions, the higher prevailing wage rate will apply. Consultant and its subconsultants shall use the general prevailing wage rates determined by the Director of Industrial Relations for the county in which the work is to be done, which are available at the principal office of County Department of Transportation. Changes, if any, to the general prevailing wage rates will be available at the same location. The federal minimum wage rates are determined by the United States Secretary of Labor and may be examined at the office described above. Future effective general prevailing wage rates which have been predetermined and are on file with the California Department of Industrial Relations are referenced but not printed in the general prevailing wage rates.

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

As required under the provisions of Labor Code Section 1776, Consultant and all subconsultants authorized under this Agreement shall keep accurate payroll records. Certified copies of all payroll records shall be made available for inspection at all reasonable hours at Consultant's principal office.

ARTICLE XV

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

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

ARTICLE XVI

Default, Termination, and Cancellation:

- A. Default: Upon the occurrence of any default of the provisions of this Agreement, a party shall give written notice of said default to the party in default (notice). If the party in default does not cure the default within ten (10) days of the date of notice (Time to Cure), then such party shall be in default. The Time to Cure may be extended at the discretion of the party giving notice. Any extension of Time to Cure must be in writing, prepared by the party in default for signature by the party giving notice, and must specify the reason(s) for the extension and the date in which the extension of Time to Cure expires.

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

- B. Bankruptcy: This Agreement, at the option of County, shall be terminable in the case of bankruptcy, voluntary or involuntary, or insolvency of Consultant.
- C. Ceasing Performance: County may terminate this Agreement in the event Consultant ceases to operate as a business, or otherwise becomes unable to substantially perform any term or condition of this Agreement.
- D. Termination or Cancellation without Cause: County may terminate this Agreement or any Work Order issued pursuant to this Agreement, in whole or in part upon seven (7) calendar days' written notice by County for any reason. If such prior termination is effected, County will pay for satisfactory services rendered prior to the effective dates, as set forth in the Notice of Termination provided to Consultant, and for such other services which County may agree to in writing as necessary for contract resolution. In no event, however, shall County be obligated to pay more than the not-to-exceed amount of the Work Order or the total amount of the contract, as applicable. Upon receipt of a Notice of Termination, Consultant shall promptly discontinue all services affected, as of the effective date of termination set forth in such Notice of Termination, unless the Notice directs otherwise. In the event of termination for default, County reserves the right to take over and complete the work by contract or by any other means.

ARTICLE XVII

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

To County:

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

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

With a Copy to:

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

Attn.: Janel Gifford
Office Engineer/Contract Services Unit

or to such other location as County directs.

Notices to Consultant shall be addressed as follows:

ICF Jones & Stokes, Inc.
630 K Street, Suite 400
Sacramento, California 95814

Attn. Harlan Glines, Senior Vice President

or to such other location as Consultant directs.

ARTICLE XVIII

Indemnity: Consultant shall defend, indemnify, and hold County and its officers, agents, employees and representatives harmless against and from any and all claims, suits, losses, damages, and liability for damages of every name, kind, and description, including attorneys' fees and costs incurred, brought for, or on account of, injuries to, or death of, any person, including but not limited to workers, County employees, and the public, or damage to property, or any economic or consequential losses, which are claimed to, or in any way arise out of, or are connected with Consultant's services, operations or performance hereunder, regardless of the existence or degree of fault or negligence on the part of County, Consultant, subcontractor(s) and employee(s) of any of these, except for the sole, or active negligence of County, its officers, agents, employees and representatives, or as expressly provided 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 XIX

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

- A. Full Workers' Compensation and Employers' Liability Insurance covering all employees of Consultant as required by law in the State of California.
- B. Commercial General Liability Insurance of not less than \$1,000,000 combined single limit per occurrence for bodily injury and property damage.

- C. Automobile Liability Insurance of not less than \$1,000,000 is required in the event motor vehicles are used by Consultant in performance of the Agreement.
- D. In the event Consultant is a licensed professional and is performing professional services under this Agreement, Professional Liability Insurance is required with a limit of liability of not less than \$1,000,000.
- E. Consultant shall furnish a certificate of insurance satisfactory to County's Risk Management Division as evidence that the insurance required above is being maintained.
- F. The insurance will be issued by an insurance company acceptable to County's Risk Management Division, or be provided through partial or total self-insurance likewise acceptable to the Risk Management Division.
- G. Consultant agrees that the insurance required herein shall be in effect at all times during the term of this Agreement. In the event said insurance coverage expires at any time or times during the term of this Agreement, Consultant shall immediately provide a new certificate of insurance as evidence of the required insurance coverage. In the event Consultant fails to keep in effect at all times insurance coverage as herein provided, County may, in addition to any other remedies it may have, terminate this Agreement upon the occurrence of such event. New certificates of insurance are subject to the approval of County's Risk Management Division, and Consultant agrees that no work or services shall be performed prior to the giving of such approval.
- H. The certificate of insurance must include the following provisions stating that:
 - 1. The insurer will not cancel the insured's coverage without 30-day prior written notice to County; and
 - 2. The County of El Dorado, its officers, officials, employees, and volunteers are included as additional insured, but only insofar as the operations under this Agreement are concerned. This provision shall apply to all general and excess liability insurance policies.
- I. Consultant's insurance coverage shall be primary insurance as respects County, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by County, its officers, officials, employees, or volunteers shall be in excess of Consultant's insurance and shall not contribute with it.
- J. Any deductibles or self-insured retentions must be declared to, and approved, by County. At the option of County, either: The insurer shall reduce or eliminate such deductibles or self-insured retentions as respects County, its officers, officials, employees, and volunteers; or Consultant shall procure a bond guaranteeing payment of losses and related investigations, claim administration, and defense expenses.

- K. Any failure to comply with the reporting provisions of the policies shall not affect coverage provided to County, its officers, officials, employees, or volunteers.
- L. The insurance companies shall have no recourse against the County of El Dorado, its officers and employees or any of them for payment of any premiums or assessments under any policy issued by any insurance company.
- M. Consultant's obligations shall not be limited by the foregoing insurance requirements and shall survive the expiration of this Agreement.
- N. In the event Consultant cannot provide an occurrence policy, Consultant shall provide insurance covering claims made as a result of performance of this Agreement for not less than three (3) years following completion of performance of this Agreement.
- O. The certificate of insurance shall meet such additional standards as may be determined by the contracting County department, either independently or in consultation with County's Risk Management Division as essential for protection of County.

In addition, 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 XX

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

ARTICLE XXI

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

Consultant hereby certifies that neither Consultant, any subconsultants authorized herein nor any firm affiliated with Consultant will bid on any construction contract or construction subcontracts for any construction project resulting from work assigned under this

Agreement. An affiliated firm is one which is subject to the control of the same persons through joint-ownership, or otherwise. Additionally, Consultant certifies that no person working under this Agreement is also employed by the construction contractor for any of the three (3) projects included within this Agreement.

Except for subconsultants whose services are limited to providing surveying or materials testing information, no subconsultant who has provided design services in connection with this contract shall be eligible to bid on any construction contract, for any construction Project resulting from this Agreement.

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

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

ARTICLE XXII

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

ARTICLE XXIII

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

ARTICLE XXIV

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

ARTICLE XXV

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

ARTICLE XXVI

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

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

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

ARTICLE XXVII

Compliance with Federal, State and Local Agency Requirements: County is relying on federal assistance or grants, state funds and on local agency or other grant funds for all or a portion of the funding for the services to be provided herein. As a requirement of County's use of federal, state and local agency grant funds, County is required to comply with certain contracting requirements and to extend those requirements to all third party contracts. Consultant shall comply with all applicable provisions of federal, state and local agency regulations, including those required by Federal Highway Administration (FHWA) grant funding requirements, regulations, and related executive orders regarding the use, expenditure, control, reporting, allowable costs and management of such funds. The following Office of Management and Budget (OMB) Circulars, as applicable, and as implemented by various parts of the Code of Federal Regulations (CFR), are incorporated by reference and made a part of this Agreement:

2 CFR Part 225, "Cost Principles for State, Local, and Indian Tribal Governments (formerly OMB Circular A-87)"

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

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

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

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

ARTICLE XXVIII

Working Office: Consultant shall establish a working office at a place acceptable to

County. The parties hereto acknowledge and agree that Consultant's office located at 630 K Street, Suite 400, Sacramento, California 95814 is acceptable to County.

ARTICLE XXIX

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

- A. Consultant shall comply with 2 CFR Part 225, Cost Principles for State and Local Governments, and with federal administrative procedures pursuant to 49 CFR, Part 18, Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments, and 49 CFR, Chapter 1, Parts 31 et seq., Federal Acquisition Regulations System, insofar as those regulations may apply to Consultant. This provision shall apply to every sub-recipient receiving funds as a Consultant or subconsultant under this Agreement.
- B. Any expenditures for costs for which Consultant has received payment or credit that are determined by subsequent audit to be unallowable under 2 CFR Part 225, 48 CFR, Parts 31 et seq. or 49 CFR, Part 18 are subject to repayment by Consultant to County.
- C. Travel and subsistence (per diem) reimbursements, if applicable, and third-party contract reimbursements to subconsultants will be allowable as project costs only after those costs are incurred and paid for by Consultant.
- D. Notwithstanding any other provision of this Agreement to the contrary, payments to Consultant for travel and subsistence (per diem) and mileage expenses, if applicable, for Consultant's staff or for subconsultants claimed for reimbursement shall not exceed the lesser of (1) the rates to be paid to County employees under the current Board of Supervisors Travel Policy in effect at the time the expenses are incurred; or (2) the rates authorized to be paid to rank and file state employees under the then current State Department of Personnel Administration (DPA) rules. If the rates invoiced are in excess of these authorized rates, then Consultant is responsible for the cost difference and any overpayments shall be reimbursed to County upon demand. For the purposes of this Agreement, only mileage expenses shall be eligible for reimbursement in accordance with ARTICLE III, 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 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 XXX

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

ARTICLE XXXI

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

ARTICLE XXXII

Covenant Against Contingent Fees: By executing this Agreement, Consultant warrants that it has not employed or retained any company or person, other than a bona fide employee working for Consultant, to solicit or secure this Agreement, and that it has not paid or agreed to pay any company or person, other than a bona fide employee, any fee, commission, percentage, brokerage fee, gift, or any other consideration, contingent upon or resulting from the award or formation of this Agreement. For breach or violation of this warranty, County shall have the right to annul this Agreement without liability or at its discretion to deduct from the Agreement price or consideration, or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift or contingent fee. The parties hereto have acknowledged this covenant against contingent fees and Consultant has duly executed Exhibit D, marked "Certification of Consultant," and County

has duly executed Exhibit E, marked "Certification of Local Agency," both of which exhibits are incorporated herein and made by reference a part hereof.

ARTICLE XXXIII

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

ARTICLE XXXIV

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

ARTICLE XXXV

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

ARTICLE XXXVI

Copyrights: County may permit copyrighting reports or other Agreement products. If copyrights are permitted, the FHWA and State shall have the royalty-free non-exclusive and irrevocable right to reproduce, publish, or otherwise use, and to authorize others to use, the work for government purposes. Consultant shall incorporate this provision in its subcontracts, if any, in excess of \$25,000.

ARTICLE XXXVII

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

ARTICLE XXXVIII

Disadvantaged Business Enterprise (DBE) Considerations: Consultant must give consideration to DBE firms as specified in 23 CFR 172.5(b) and in Appendix A to Part 26 of 49 CFR. Consultant shall ensure that certified DBE firms have the opportunity to participate in the performance of this Agreement and Consultant shall take all necessary and reasonable steps for such assurance. If this Agreement has an Underutilized DBE (UDBE) goal, Consultant must meet the UDBE goal by using certified UDBEs as subconsultants or document a good faith effort to meet the goal. **For the purposes of this Agreement, the UDBE goal shall be 5.56%.**

ARTICLE XXXIX

DBE Participation:

A. This Agreement is subject to 49 CFR, Part 26 entitled "Participation by

Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs.” It is the policy of County that certified DBE firms shall have the maximum opportunity to participate in the performance of agreements financed in whole or in part with federal funds. Consultant shall ensure that certified DBE firms, as defined in the Code of Federal Regulations, have the maximum opportunity to participate in the performance of this Agreement and shall take all necessary and reasonable steps, as set forth in said Part 26, for such assurance. Consultant, if it obtains DBE participation on this Agreement, will assist Caltrans in meeting its federally mandated statewide overall DBE goal. A “Local Agency Proposer-DBE Information (Consultant Contracts)” form shall be completed by Consultant and submitted upon contract execution.

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

- B. DBE and other small businesses, as defined in 49 CFR, Part 26 are encouraged to participate in the performance of agreements financed in whole or in part with federal funds. Consultant, subrecipient or subconsultant shall not discriminate on the basis of race, color, national origin, or sex in the performance of this Agreement. Consultant shall carry out applicable requirements of 49 CFR, Part 26 in the award and administration of US DOT-assisted agreements. Failure by Consultant to carry out these requirements is a material breach of this Agreement, which may result in the termination of this Agreement or such other remedy as County deems appropriate.
- C. Any subcontract entered into as a result of this Agreement shall contain all of the provisions of this Article.

ARTICLE XL

Nondiscrimination:

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

the California Code of Regulations incorporated into this Agreement by reference and made a part hereof as if set forth in full; and Title VI of the Civil Rights Act of 1964, as amended. Consultant, its employees, subconsultants and representatives shall give written notice of their obligations under this clause as required by law.

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

ARTICLE XLI

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 XLII

Debarment and Suspension Certification:

- A. Consultant's signature affixed herein, shall constitute a certification under penalty of perjury under the laws of the State of California, that Consultant has complied with Title 2, Code of Federal Regulations, Part 1200, Debarment and Suspension Certificate, which certifies that it or any person associated therewith in the capacity of the owner, partner, director, officer or manager, is not currently under suspension, debarment, voluntary exclusion or determination of ineligibility by any federal agency; has not been suspended, debarred, voluntarily excluded or determined ineligible by any federal agency within the past three (3) years; does not have a proposed debarment pending; and has not been indicted, convicted or had a

civil judgment rendered against it by a court of competent jurisdiction in any manner involving fraud or official misconduct within the past three (3) years. Any exceptions to this certification must be disclosed to County.

- B. Exceptions will not necessarily result in denial of recommendation for award, but will be considered in determining Consultant responsibility. Disclosures must indicate to whom exceptions apply, initiating agency and dates of action.
- C. Consultant agrees to include this Article without modification in all subcontracts.

ARTICLE XLIII

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

- A. Consultant, by its signature herein, certifies to the best of its knowledge and belief that:
 - 1. No state, federal or County appropriated funds have been paid, or will be paid by-or-on behalf of Consultant to any person for influencing or attempting to influence an officer or employee of any state or federal agency; a Member of the State Legislature or United States Congress; an officer or employee of the Legislature or Congress; or any employee of a Member of the Legislature or Congress, in connection with the awarding of any state or federal contract; the making of any state or federal grant; the making of any state or federal loan; the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any state or federal contract, grant, loan, or cooperative agreement.
 - 2. If any funds other than federal appropriated funds have been paid, or will be paid to any person for influencing or attempting to influence an officer or employee of any federal agency; a Member of Congress; an officer or employee of Congress, or an employee of a Member of Congress; in connection with this federal contract, grant, loan, or cooperative agreement; the Consultant shall complete and submit "Standard Form-LLL, Disclosure of Lobbying Activities," in accordance with its instructions which form and instructions are attached hereto as Exhibit I and are incorporated herein and made by reference a part hereof.
- B. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.
- C. Consultant also agrees by signing this document that it shall require that the language of this certification be included in all lower-tier subcontracts, which exceed \$100,000, and that all such subrecipients shall certify and disclose accordingly.

ARTICLE XLIV

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 CA and the Interim Director of Transportation, or designee, which may consider written or verbal information submitted by Consultant.
- B. Not later than thirty (30) days after completion of all work under any individual Work Order issued pursuant to this Agreement, Consultant may request review by the Interim Director of Transportation of unresolved claims or disputes, other than audit. The request for review will be submitted in writing.
- C. Neither the pendency of a dispute, nor its consideration by the committee will excuse Consultant from full and timely performance in accordance with the terms of this Agreement.
- D. Consultant's failure to follow this dispute resolution procedure shall constitute a waiver of such claims and a bar to further proceedings.

ARTICLE XLV

Audit Review Procedures:

- A. Any dispute concerning a question of fact arising under an interim or post audit of this Agreement that is not disposed of by agreement, shall be reviewed by County's Chief Fiscal Officer.
- B. Not later than thirty (30) days after issuance of the final audit report, Consultant may request a review by County's Chief Fiscal Officer of unresolved audit issues. The request for review shall be submitted by Consultant in writing.
- C. Neither the pendency of a dispute nor its consideration by County shall excuse the Consultant from full and timely performance, in accordance with the terms of this Agreement.

ARTICLE XLVI

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

ARTICLE XLVII

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 projects' sites.

- B. Pursuant to the authority contained in Section 591 of the Vehicle Code, County has determined that there are areas that may be within the limits of certain projects that are open to public traffic. Consultant shall comply with all of the requirements set forth in Divisions 11, 12, 13, 14 and 15 of the Vehicle Code. Consultant shall take all reasonably necessary precautions for safe operation of its vehicles and the protection of the traveling public from injury and damage from such vehicles.
- C. Consultant must have a Division of Occupational Safety and Health (CAL-OSHA) permit(s), as outlined in California Labor Code Sections 6500 and 6705, prior to the initiation of any practices, work, method, operation, or process related to the construction or excavation of trenches which are five (5) feet or deeper.
- D. Any subcontract entered into as a result of this Agreement, shall contain all of the provisions of this Article.

ARTICLE XLVIII

Claims Filed by County's Construction Contractors:

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

ARTICLE XLIX

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 L

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 LI

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

ARTICLE LII

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

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

(f) Requiring the prime consultant, if subcontracts are to be let, to take the affirmative steps listed in 2 (a) through (e) above.

ARTICLE LIII

Environmental Compliance: Consultant shall comply with all applicable standards, orders, or requirements issued under Section 306 of the Clean Air Act (42 U.S.C. 1857(h)); Section 508 of the Clean Water Act (33 U.S.C. 1368); Executive Order 11738; Environmental Protection Agency regulations (40 CFR Part 15); and mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163, 89 Stat. 871).

ARTICLE LIV

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

ARTICLE LV

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

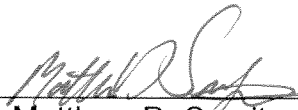
ARTICLE LVI

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

ARTICLE LVII

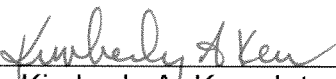
Entire Agreement: This document and the documents referred to herein or exhibits hereto are the entire Agreement between the parties, and they incorporate or supersede all prior written or oral agreements or understandings.

Contract Administrator Concurrence:

By: 
Matthew D. Smeltzer, P.E.
Deputy Director, Engineering
Engineering Division
Department of Transportation

Dated: 6/25/12

Requesting Department Concurrence:

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

Dated: 6/26/12

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

-- COUNTY OF EL DORADO --

By: _____

Dated: _____

Board of Supervisors
"County"

Attest:
Terri Daly
Acting Clerk of the Board of Supervisors

By: _____
Deputy Clerk

Dated: _____

-- ICF JONES & STOKES, INC. --

By: Harlan Glines
Harlan Glines
Senior Vice President and
Assistant Secretary
"Consultant"

Dated: 6-29-12

Exhibit A

Scope of Work

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SCOPE OF WORK DESCRIPTION:

The projects encompass the replacement of three (3) bridges identified as the following County Capital Improvement Program (CIP) Projects, which are funded by Federal Highway Administration (FHWA) Highway Bridge Program grants administered by the State of California through Caltrans under a Master Agreement with County:

CIP No. 77119: Blair Road at EID Canal - Bridge Replacement; Bridge No. 25C-0077

CIP No. 77123: Alder Drive at EID Canal - Bridge Replacement; Bridge No. 25C-0069

CIP No. 77128: Bassi Road at Granite Creek - Bridge Replacement; Bridge No. 25C-0071

Compliance with the National Environmental Policy Act (NEPA), National Historic Preservation Act (NHPA), and the Federal Endangered Species Act (FESA) is required prior to the release of HBP funds.

The FHWA has delegated to Caltrans certain administrative responsibilities for the HBP program including NEPA findings and the authority to initiate formal consultation with United States Fish and Wildlife Service (USFWS) as part of FESA process. This delegation of authority is intended to allow Caltrans to obtain a timely response from USFWS.

Consultant shall consult and coordinate with resource agencies to complete environmental studies; archaeological and historic resources studies; to acquire permits; and to prepare Draft and Final Natural Environment Study (NES) and Draft and Final California Environmental Quality Act (CEQA) Mitigated Negative Declaration (MND) documents. Environmental documentation is needed to complete NEPA requirements for each of the three (3) projects. It is anticipated that the completion of technical studies required by Caltrans will support findings that each of the three (3) projects qualify for a Section 6004 Categorical Exclusion (CE) (23 CFR 771.117(d)(3)) under NEPA.

In the event that after the initial environmental studies are conducted, more comprehensive environmental documents under CEQA and/or NEPA are warranted for any or each of the projects, Work Orders for Supplemental Items of Work and Optional Tasks would be required for Consultant to complete the environmental reviews for the project(s) for County.

Consultant and its subconsultant, Burleson Consulting, shall perform the tasks included in the Items of Work below.

SCHEDULE AND DELIVERABLES:

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

Unless otherwise indicated below, Consultant shall submit Draft documents and reports to County's CA and Caltrans for review and comment. Consultant shall incorporate County's and Caltrans' comments into the Final documents or reports subject to agreement by Consultant and County's CA. The budgeted cost includes up to three (3) rounds of review by County and Caltrans for all deliverables. Consultant shall submit Draft and Final documents and reports to County for submittal to Caltrans for review and approval and in accordance with the Caltrans Local Assistance Procedures Manual (LAPM) and the Caltrans *Standard Environmental Reference* (SER) Environmental Handbook.

Due to unforeseen delays, major adjustments to the completion times specified herein may only be made in accordance with the prior written approval of County's CA.

SCOPE OF WORK:

Consultant and its subconsultant shall complete the environmental processes required by the LAPM for federally funded bridge and highway projects on each of the specified CIP Projects referenced above. Specific services to be provided by Consultant and subconsultant are divided into the Items of Work described below. Items of Work A through R are applicable to each of the CIP bridge projects. County's Contract Administrator will issue separate written Notices to Proceed to Consultant for the Scope of Work for each of the three (3) projects. Consultant shall prepare and submit separate deliverables for each of the three (3) projects, as described in the Items of Work.

County will provide Consultant the following, for each of the three (3) projects, where applicable, in connection with the services to be performed under this Agreement:

1. Preliminary layout of preferred alternative including written description of construction techniques.
2. A Preliminary Environmental Study (PES), approved by Caltrans.
3. Right-of-Way entry for the duration of the project.
4. Plan and profile drawings for the project. County will designate horizontal and vertical road alignments, limits of roadway and driveway improvements, and cut and fill slopes for the project.
5. Draft Area of Potential Effect (APE) maps based on construction needs.
6. AutoCAD base map of project study area including aerial base and APN boundaries and numbers.

ITEM OF WORK A – PROJECT DESCRIPTION

Consultant shall prepare a project description. The project description shall include the project design and construction techniques provided by County and shall describe the project objectives, project features, construction methods, project schedule, and required permits and approvals. The project description shall be used as the basis of the impact analyses described below. Preliminary designs and project descriptions for the project will be finalized during the same time frame so that Consultant can conduct the required field work and technical analyses for the project concurrently.

Activities:

- Submit Draft Project Description to County for review. Incorporate County's comments.
- Submit Draft Project Description to County for submittal to Caltrans for review and comments. Incorporate Caltrans' comments.
- Submit Final Project Description to County for submittal to Caltrans.

Deliverables:

- Draft Project Description to County's CA and Caltrans – Two (2) weeks after separate written Notices to Proceed to Consultant for the Scope of Work for each of the three (3) projects have been issued and receipt of preliminary layout of preferred alternative and written description of construction techniques. Three (3) hard copies and an electronic version in Word.
- Final Project Description to County's CA for submittal to Caltrans – One (1) week after receipt of Caltrans' comments on the Draft Project Description. Five (5) hard copies and an electronic version in pdf.

ITEM OF WORK B - AREA OF POTENTIAL EFFECTS MAPS

Consultant shall prepare Area of Potential Effects (APE) maps. Consultant shall prepare archaeological and historic properties versions of the APE map. The AutoCAD project boundary shall form the basis for the APE maps. This Item of Work is complete when Caltrans approves and signs the APE maps.

Activities:

- Coordinate with the engineering team and County to determine an appropriate APE.
- Submit completed APE maps to Caltrans for signature.

Deliverables:

- Final APE Maps to County's CA and Caltrans – Three (3) weeks after receipt of Draft APE maps based on construction needs from County's CA. Five (5) hard copies and an electronic version in AutoCAD format and pdf.

ITEM OF WORK C - NATURAL ENVIRONMENT STUDY REPORT

Consultant shall prepare a Natural Environment Study (NES) report. The NES report incorporates the results of biological studies and describes the existing biological environment and how the project affects that environment and provides the technical data concerning plants, animals and natural communities occurring in the project study area. County will determine the bridge type selection, limits of retaining walls, and utility relocations which are necessary for impact evaluation in the NES.

The NES shall include a conceptual Mitigation Plan that identifies temporary and permanent impacts to natural communities (riparian) and identifies the need for compensatory mitigation, if required by the resource agencies, including mitigation ratios and amount of compensatory acreage that is likely to be required. It is anticipated that compensatory mitigation will only be required for Bassi Road at Granite Creek Bridge (Bassi Road bridge), as the California Department of Fish and Game (CDFG) does not claim jurisdiction over El Dorado Irrigation (EID) canals.

Consultant shall prepare the NES report in accordance with Chapter 2 of the Caltrans Standard Environmental Reference (SER) Environmental Handbook Volume 3. The SER provides the methods, procedures, and standards for an NES report. The NES report shall include a conceptual re-vegetation plan. Protocol wildlife surveys are not included in this Scope of Work. This Item of Work is complete when Caltrans approves the Final NES report.

The potential species of concern includes California red-legged frog (CRLF), northwestern pond turtle, foothill yellow-legged frog, nesting birds, and valley elderberry longhorn beetle (VELB). The potential for VELB will only be at the Bassi Road Bridge since Blair Road and Alder Drive bridges are above 3,000 feet in elevation and the VELB's range is below this elevation. The potential fish species of concern includes rainbow trout, brown trout, smallmouth bass, and hardhead and applies only to the Bassi Road Bridge.

Activities:

- Identify and scope project issues.
- Coordinate with County to develop the final study limits.
- Conduct field survey.
- Map plant communities and sensitive resource features.
- Evaluate potential project impacts.
- Prepare AutoCAD map of biological resources using County project engineer's basemap.
- Prepare avoidance, minimization, and mitigation measures as needed.
- Prepare conceptual re-vegetation plan for inclusion in the NES.
- Submit Draft NES report to County for submittal to Caltrans for review and comments. Incorporate County's and Caltrans' comments and submit Final NES to County for submittal to Caltrans.

Deliverables:

- Draft NES report to County's CA and Caltrans – Nine (9) weeks after receipt of USFWS disposition on the CRLF site assessment. Three (3) hard copies and an electronic version in Word.
- Final NES report to County's CA and Caltrans – Two (2) weeks after receipt of comments from County and Caltrans on the Draft NES. Five (5) hard copies and an electronic version in pdf.

ITEM OF WORK D – CALIFORNIA RED-LEGGED FROG SITE ASSESSMENTS

Consultant's biologists shall prepare federally-listed CRLF site assessments, to assess the suitability of habitat for CRLF at the project site. Consultant shall follow the USFWS' requirements, in accordance with the *Revised Guidance on Site Assessments and Field Surveys for the California Red-legged Frog (August, 2005)*. USFWS will use the site assessments to determine the likelihood that CRLF habitat occurs at the project site.

Although the EID canal under Alder Drive bridge is dry, suitable breeding sites for CRLF in upland areas may occur near the project site.

If it is determined that there is suitability of habitat for the CRLF then protocol-level surveys will be required. If protocol-level surveys are required, a Work Order or Amendment to the Agreement, as applicable, will be prepared and approved by County.

Deliverables:

- Draft CRLF Site Assessments to County's CA and Caltrans - Four (4) weeks after approval of the project description. Three (3) hard copies and an electronic version in Word.
- Final CRLF Site Assessments to County's CA and Caltrans - Two (2) weeks after receipt of County and Caltrans' comments on the Draft CRLF Site Assessment. Five (5) hard copies and an electronic version in pdf.

ITEM OF WORK E - WETLANDS STUDY

(Bassi Road bridge only)

Consultant shall conduct a Wetlands Study of the Bassi Road bridge project study area in accordance with Chapter 3 of the Caltrans SER Environmental Handbook (Volume 3) which provides the methods, procedures and standards for a Wetlands Study. For the Blair Road and Alder Drive bridge projects, Consultant shall research whether the EID canal is hydrologically connected to the waters of the U.S. Since the EID canal is unlikely to be under the United States Army Corps of Engineers' (USACOE) jurisdiction, Consultant proposes that a wetland delineation will not be required for the Blair Road and Alder Drive bridge projects.

The Wetlands Study will include a formal jurisdictional delineation of wetlands and waters of the U.S. conducted in accordance with the 1987 United States Army Corps of Engineers Wetland Delineation Manual, Regulatory Guidance Letters, appropriate Regional Supplements, and the Sacramento District minimum standards. Consultant shall utilize the Wetlands Study for Bassi Road bridge to obtain a preliminary jurisdictional determination. Consultant shall obtain a formal wetland verification for the Bassi Road bridge project area from the USACOE.

Activities:

- Delineate wetlands and waters of the U.S. in the project area.

- Submit Draft Wetlands Study (Wetlands Study is an appendix to the NES) to County for review. Incorporate County's comments.
- Submit Draft Wetlands Study to USACOE requesting a wetland verification. Attend field verification with USACOE and revise delineation map if necessary.
- Submit Final Wetlands Study to USACOE and County, including verified delineation maps.

Deliverables:

- Draft Wetlands Study to County's CA and USACOE – Nine (9) weeks after USACOE comments on the CRLF Site Assessments. Three (3) hard copies and an electronic version in Word.
- Final Wetlands Study including verified delineation map to County's CA and USACOE – Two (2) weeks after receipt of comments on Draft Wetlands Study from County's CA and Caltrans. Five (5) hard copies and an electronic version in pdf.

ITEM OF WORK F - BIOLOGICAL ASSESSMENT

Consultant shall prepare a Biological Assessment (BA) of the project, the document used for consultation of federal listed, proposed species, and critical habitat under the FESA. Consultant shall prepare the BA in accordance with the current Caltrans format and the methods, procedures and standards prescribed in Chapter 14 (Volume 1) of the Caltrans SER Environmental Handbook and Chapter 4 (Volume 3).

Activities:

- Coordinate as necessary with California Department of Fish and Game (CDFG) and USFWS to incorporate resource agency comments into the BA.
- Submit Draft BA to County for submittal to Caltrans for review and comments. Incorporate Caltrans and County's comments and submit Final BA to County for submittal to Caltrans.
- Coordinate Caltrans initiated formal or informal Section 7 FESA consultation based on the Final BA.

Deliverables:

- Draft BA to County's CA and Caltrans - Nine (9) weeks after receipt of USFWS disposition on the CRLF Site Assessments. Three (3) hard copies and an electronic version in Word.
- Final BA to County's CA and Caltrans – Two (2) weeks after receipt of comments on Draft BA from County's CA and Caltrans. Five (5) hard copies and an electronic version in pdf.

ITEM OF WORK G - RESOURCE AGENCY PERMIT RELATED COORDINATION

In consultation with and as permitted by Caltrans biologists, Consultant shall consult and coordinate with the CDFG, the USFWS and the USACOE to ensure that agency

comments, recommendations, and required avoidance, minimization, and mitigation measures are incorporated in the NES. Consultant shall coordinate with EID as appropriate. In consultation with Caltrans, Consultant shall coordinate with USFWS to obtain documentation of FESA and Section 106 of the National Historic Preservation Act (NHPA) compliance as applicable, to support the requisite NEPA finding.

Activities:

- Coordinate as necessary with CDFG, USFWS, and the USACOE and incorporate resource agency comments into the NES.
- Coordinate with EID.
- Obtain documentation of FESA and Section 106 compliance from USFWS and NMFS.
- Prepare and submit memo documenting coordination and summarizing resource agency comments and required avoidance, minimization, and mitigation measures.

Deliverables:

- Resource Agency Coordination Summary Memo – Within one (1) week after agency coordination. Three (3) hard copies and an electronic version in Word.

ITEM OF WORK H – ARCHAEOLOGICAL SURVEY REPORT

Consultant shall prepare the Archaeological Survey Report (ASR) based on results of the APE to comply with Section 106 of the NHPA. Consultant shall conduct cultural and architectural resources studies that will identify all resources in the study area that are eligible, or are potentially eligible, for listing on the National Register of Historic Places (National Register) or the California Register of Historic Resources (California Register). The ASR will support California Environmental Quality Act (CEQA), NEPA and Section 106 of NHPA findings. If Consultant determines that the cultural APE must be revised based on information obtained during the field surveys, a Work Order or Amendment to the Agreement, as applicable, will be prepared and approved by County for this revision. This scope of work assumes that one (1) archaeological resource will be located that will require evaluation (pump near Blair Road Bridge) and that there are no resources within the APE that are listed or eligible for the National Register.

Activities:

- Conduct a record search at the Information Center of the California Historical Resource Information System (CHRIS).
- Review historic maps and aerial surveys, and soils and geology maps.
- Consult with Native American Heritage Commission and Native American Community.
- Consult with local preservation societies.
- Prepare avoidance, minimization, and mitigation measures.
- Prepare and submit a Draft ASR to County for review and incorporate County's comments for submittal to Caltrans for review and comments.

- Incorporate Caltrans' comments and prepare a Final ASR for County's submittal to Caltrans.

Deliverables:

- Draft ASR to County's CA and Caltrans - Nine (9) weeks after Caltrans approves and signs the APE. Three (3) hard copies and an electronic version in Word.
- Final ASR to County's CA and Caltrans - Two (2) weeks after receipt of comments on Draft ASR from County's CA and Caltrans. Five (5) hard copies and an electronic version in pdf.

ITEM OF WORK I - HISTORIC RESOURCE EVALUATION REPORT

Consultant shall prepare the Historic Resource Evaluation Report (HRER), which provides the historic context for the project area and documents the evaluation of buildings, structures, objects, districts, and cultural landscapes based on the signed historic APE maps. The HRER shall include California Department of Parks and Recreation (CDPR) 523 Forms for each resource not exempted from evaluation under Attachment 4 of Caltrans' January 2004 Programmatic Agreement. CDPR 523 Forms shall include a physical description and property history sufficient to assess the significance and historic integrity of documented properties. Based on bridge site visitations and initial research on parcel boundaries, the scope of work assumes that the following properties will be within the architectural APE (Caltrans requires that properties with sliver acquisitions and structures be included within the architectural APE), are older than 45 years of age, and will require evaluation for eligibility under the National Register:

- Blair Road Bridge: EID Canal – One (1) evaluation.
- Alder Drive Bridge: One (1) evaluation. Three (3) resources in the northwest and southeast quadrants of the bridge crossing.
- Bassi Road Bridge: One (1) resource in the northeast quadrant of the bridge crossing. This bridge will also be evaluated for eligibility under the California Register.

The scope of work assumes that there are no resources within the APE that are listed or eligible for the National Register.

Activities:

- Conduct a records' search at the Information Center of the CHRIS.
- Review historic maps and aerials, and soils and geology maps.
- Conduct field surveys and record resources using the APE maps. Record sites on CDPR 523 Forms and photograph sites.
- Gather position data with a hand-held GPS unit.
- Prepare avoidance, minimization, and mitigation measures.
- Prepare and submit a Draft HRER to County for review and incorporate County's comments for submittal to Caltrans for review and comments.

- Incorporate Caltrans' comments and prepare a Final HRER for County's submittal to Caltrans.

Deliverables:

- Draft HRER to County's CA and Caltrans - Nine (9) weeks after Caltrans approves and signs the APE maps. Three (3) hard copies and an electronic version in Word.
- Final HRER to County's CA and Caltrans - Two (2) weeks after receipt of comments on Draft HRER from County's CA and Caltrans. Five (5) hard copies and an electronic version in pdf.

ITEM OF WORK J - HISTORIC PROPERTY SURVEY REPORT AND FINDING OF EFFECT

A Historic Property Survey Report (HPSR) is a Caltrans specific report format that provides a summary of the HRER and ASR. The HPSR documents Native American and Interested Party consultation and public participation efforts. The HPSR project description shall include a detailed project description, shall identify whether historic or archaeological properties identified in Section 4(f) of the Department of Transportation Act of 1996 occur within the project limits, and shall state whether the project is expected to have an effect on properties eligible for listing in the California Register or National Register.

Based on the results of the ASR, HRER, and HPSR, a Finding of Effect (FOE) may be required. A FOE would be required if a resource (bridge) is eligible for, or is listed in the National Register or the California Register. Based on bridge site visitations, the scope of work assumes that there are no listed or eligible properties within the APE and that a FOE will not be needed for the project.

Activities:

- Review historic maps and aerials, and soils and geology maps.
- Conduct field surveys and record resources using the APE Map. Record sites on CDPR 523 Forms and photograph sites.
- Gather position data with a hand-held GPS unit.
- Prepare avoidance, minimization, and mitigation measures.
- Prepare and submit a Draft HPSR to County for submittal to Caltrans for review and comments.
- Incorporate Caltrans' comments and prepare a Final HPSR for County's submittal to Caltrans.

Deliverables:

- Draft HPSR to County's CA and Caltrans - Nine (9) weeks after Caltrans approves and signs the APE maps. Three (3) hard copies and an electronic version in Word.

- Final HPSR to County's CA and Caltrans - Two (2) weeks after receipt of comments on Draft HPSR from County's CA and Caltrans. Five (5) hard copies and an electronic version in pdf.

ITEM OF WORK K - SECTION 4(f) TEMPORARY OCCUPANCY

(Blair Road bridge only)

Consultant shall coordinate with Caltrans to determine if the trail adjacent to the Blair Road bridge project is subject to Section 4(f) of the Department of Transportation Act of 1996. Section 4(f) lands include publicly-owned public parks, recreational areas, or wildlife or waterfowl refuges. Historic and/or archaeological sites on or eligible for the National Register are considered Section 4(f) properties.

The scope of work assumes that documentation for a temporary occupancy of the trail will be required. The scope of work also assumes that no other Section 4(f) resources are located on or near the bridge sites that will require evaluation.

If the five (5) temporary occupancy conditions listed in 23 CFR-Part 774(13)(d)(1-5) are satisfied, a Section 4(f) use may not be applicable to the project. A de minimis finding, Programmatic Section 4(f) evaluation, and Individual Section 4(f) evaluations are not included with this scope of work. If County's CA determines that any of these Section 4(f) finding/evaluations are required, a Work Order or Amendment to the Agreement, as applicable, will be prepared and approved by County.

Activities:

- Determine Section 4(f) lands in the project study area.
- Submit a request to Caltrans to determine the appropriate level of Section 4(f) documentation. This request shall be submitted concurrently with the Final HPSR.
- Caltrans' concurrence for the level of Section 4(f) documentation to County's CA.
- Notify (with maps, percentage of acres impacted, measures to minimize harm) the public agency that has jurisdiction over the Section 4(f) lands and request comments on the project.
- Prepare maps as needed.
- Calculate impacts of the temporary easement.
- Prepare and submit a Draft temporary occupancy memo to County for review and incorporate County's comments for submittal to Caltrans for review and comments.
- Incorporate Caltrans' comments and prepare a Final temporary occupancy memo for County's submittal to Caltrans.

Deliverables:

- Request to Caltrans for appropriate level of Section 4(f) documentation to County's CA – This request shall be submitted concurrently with the Final HPSR. Three (3) hard copies and an electronic version in pdf.

- Caltrans' concurrence for the level of Section 4(f) documentation to County's CA – Within one (1) week of receipt of Caltrans' concurrence. Three (3) hard copies and an electronic version in pdf.
- Draft temporary occupancy memo and letter to County's CA and Caltrans – Within six (6) weeks after Caltrans Section 4(f) concurrence. Three (3) hard copies and an electronic version in Word and pdf.
- Final temporary occupancy memo and letter to County's CA and Caltrans – Within two (2) weeks after receipt of comments on draft temporary occupancy memo from County's CA and Caltrans. Three (3) hard copies and an electronic version in Word and pdf.

ITEM OF WORK L - AIR QUALITY STUDY

The scope of work assumes that the project is exempt from project-level air quality conformity under 40 CFR 93.126. Consultant shall prepare an Air Quality Memo (AQM) that focuses on construction-related air quality impacts based on thresholds of significance identified by County Air Quality Management District (AQMD). The AQM shall be prepared in accordance with: the Caltrans Environmental Handbook Volume I, Chapter 11 (Air Quality); *Caltrans Transportation Project-Level Carbon Monoxide Protocol* (University of California Davis, December 1997); Environmental Protection Agency (EPA) Fugitive Dust Conformity Rule; Federal Highway Administration's (FHWA) mobile source air toxics (MSAT) guidance; and County Air Quality Management District (AQMD) Air Quality Guidelines.

Activities:

- Obtain meteorological and air quality data for the project area from County's AQMD and describe the existing ambient air quality in the project area.
- Discuss existing air quality management efforts.
- Evaluate qualitatively potential project impacts as they relate to green house gasses and climate change.
- Prepare potential avoidance, minimization and/or mitigation measures.
- Summarize the results of air quality analyses in an AQM.

Deliverables:

- Draft AQM to County's CA - Six (6) weeks after approval of the project description. Three (3) hard copies and an electronic version in Word.
- Final AQM to County's CA - Two (2) weeks after receipt of comments on Draft AQM from County's CA. Five (5) hard copies and an electronic version in pdf.

ITEM OF WORK M - TRAFFIC NOISE ANALYSIS

Consultant shall develop a Noise Technical Memo for the project in accordance with Caltrans' *Traffic Noise Analysis Protocol for New Highway Construction and Reconstruction Projects* (Protocol by Caltrans Division of Environmental Analysis, dated May 2011) (*Protocol*). The *Protocol* is intended to fulfill the requirements of CEQA, NEPA, 23 CFR 772, and Section 216 et seq. of the California Streets and Highway

Code. Caltrans has also prepared a supplement to the *Protocol* called the Technical Noise Supplement (TeNS) which details noise analysis procedures and practices. The following is intended to satisfy the requirements of the TeNS, the *Protocol*, and federal and state requirements.

The scope of work assumes that only Bassi Road bridge has the potential to be considered a Type 1 project since the replacement could result in a substantial horizontal alteration (i.e., a project that halves the distance between the traffic noise source and the closest receptor between the existing condition to the future build condition, i.e., if the distance between the closest travel lane on the bridge and the adjacent house is halved when the bridge is replaced and widened). Therefore, for Bassi Road bridge, a Noise Technical Memo shall be prepared that evaluates potential traffic noise and construction-related impacts. County will provide existing and projected future traffic volumes for the traffic noise analysis. The scope of work assumes that no noise monitoring will be required. For Blair Road and Alder Drive bridges, Consultant shall prepare Noise Technical Memos that focus on construction-related noise only. For the construction noise analysis, Consultant shall use the FHWA Traffic Noise Model (TNM) and construction information provided by County. Noise impacts shall be identified by comparing predicted construction noise to County of El Dorado's noise standards to determine whether project construction would result in significant noise impacts.

Activities:

- Calculate highest hourly traffic noise exposure at representative receptors in the project area for existing, future no project, and future with project traffic conditions using the FHWA TNM. Estimate likely noise exposure due to project construction at the closest sensitive receptors. (Bassi Road bridge only).
- Compare traffic noise levels to the Noise Abatement Criteria described in the *Protocol*. If noise levels approach or exceed the criteria, or if a substantial increase in ambient noise levels is predicted, noise abatement must be considered. (Bassi Road bridge only).
- Determine if any required noise abatement is "reasonable" and "feasible" as defined by the *Protocol*. Reasonableness requires, among other factors, that any noise abatement features (e.g., sound walls) be cost-effective. The *Protocol* has a detailed procedure for determining cost-effectiveness. (Bassi Road bridge only).
- Prepare a Noise Technical Memo summarizing all data, assumptions, findings, and recommendations for noise abatement, including abatement of construction noise and graphics showing noise analysis locations and potential noise abatement locations as appropriate. (Bassi Road bridge only).
- Prepare a Noise Abatement Decision Report (NADR), if necessary, that will summarize noise barrier allowances from the technical memo and construction cost estimates prepared by the project engineer. The noise abatement decision reported will be based on a comparison of the allowances to construction cost estimates. (Bassi Road bridge only).
- Prepare a Noise Technical Memo summarizing all data, assumptions, findings, and recommendations for construction noise abatement, including graphics

showing potential noise abatement locations as appropriate. (Blair Road & Alder Drive bridges).

Deliverables:

- Draft Noise Technical Memo to County's CA for CEQA IS/MND - Eight (8) weeks after approval of the project description. Three (3) hard copies and an electronic version in Word.
- Final Noise Technical Memo to County's CA - Two (2) weeks after receipt of comments on Draft Noise Technical Memo from County's CA. Five (5) hard copies and an electronic version in Word and pdf.
- Draft NADR to County's CA - Eight (8) weeks after approval of project description. Three (3) hard copies and an electronic version in Word and pdf. (Bassi Road bridge only)
- Final NADR to County's CA - Two (2) weeks after receipt of comments on Draft NADR from County's CA. Five (5) hard copies and an electronic version in Word and pdf. (Bassi Road bridge only)

ITEM OF WORK N - ABBREVIATED VISUAL IMPACT ASSESSMENT

Consultant shall prepare an Abbreviated Visual Impact Assessment (VIA) to evaluate changes to the visual environment resulting from the project. The report will describe project features, impacts, and mitigation measures in accordance with FHWA's "Visual Impact Assessment for Highway Projects" (1981). The scope of work assumes that the approved PES will include the Caltrans' VIA Checklist Guide for the project and that the checklist has a rating of 10-14. The scope of work includes a qualitative analysis only, consistent with an Abbreviated VIA. This Item of Work is complete when Caltrans approves the Abbreviated VIA.

Activities:

- Describe project features in coordination with the design team.
- Describe project changes and impacts.
- Describe mitigation measures in coordination with the design team.
- Prepare and submit Draft Abbreviated VIA to County for submittal to Caltrans for review and comments.
- Incorporate Caltrans' comments and prepare a Final Abbreviated VIA for County's submittal to Caltrans.

Deliverables:

- Draft Abbreviated VIA to County's CA and Caltrans for CEQA IS/MND - Six (6) weeks after approval of the project description. Three (3) hard copies and an electronic version in Word.
- Final Abbreviated VIA to County's CA and Caltrans, - Two (2) weeks after receipt of comments on Draft Abbreviated VIA from County's CA and Caltrans. Five (5) hard copies and an electronic version in pdf.

ITEM OF WORK O - CEQA IS/MND & NEPA DOCUMENTATION

The technical studies and agency coordination that satisfy NEPA also support CEQA. Caltrans prepares the NEPA documentation, which is expected to be a 6004 NEPA Categorical Exclusion (CE). A CEQA Mitigated Negative Declaration (MND) is assumed under this scope of work to be the likely CEQA document. County will provide Consultant with a current sample CEQA Initial Study (IS) to be used as a format for the Draft IS. Consultant shall review the technical studies and prepare a Draft IS. Potential impacts shall be evaluated for significance. Consultant shall identify the avoidance, minimization, and mitigation measures recommended in the technical documents. County will prepare the Notice of Determination and staff report, presentation, recommendations, and findings, for County Board of Supervisors (BOS) meeting. Consultant shall attend the BOS meeting to adopt the CEQA IS/MND. This Item of Work is complete when the BOS adopts the CEQA IS/MND document and Caltrans signs the CE. Consultant shall attend one (1) Planning Phase Public Outreach Meeting conducted by County.

Activities:

- Determine project impacts and evaluate impact significance based on County's standards of significance using the technical studies conducted in the Items of Work above.
- Describe mitigation measures to reduce the significance of impacts.
- Coordinate with Caltrans to verify completion of the CE checklist, CE air quality conformity checklist, and the NEPA CE documentation.
- Make a CEQA document recommendation – anticipated to be a MND.
- Prepare a Notice of Intent (NOI) to adopt a CEQA IS/MND. County will post the NOI with County Recorder-Clerk and publish in a newspaper of record.
- Prepare Mitigation Monitoring (MMP) Plan in County's format.
- Prepare a Draft IS Checklist with associated impacts and mitigation measures for County's review and approval.
- Prepare an IS Checklist with associated impacts and mitigation measures for public IS review.
- Address responses and comments from the public review for the BOS Staff Report.
- Revise IS/MND for BOS adoption, if necessary.

Deliverables:

- Administrative Draft CEQA IS/MND with associated impacts and mitigation measures to County's CA – Four (4) weeks after Final NES and Final HPSR are approved by Caltrans. Five (5) hard copies and an electronic version in pdf.
- Draft CEQA IS/MND with associated impacts and mitigation measures for public circulation to County's CA – One (1) week after receipt of comments on Administrative Draft. Five (5) hard copies and an electronic version in pdf.
- Final CEQA IS/MND with responses to comments received on public review Draft CEQA IS/MND to County's CA – Two (2) weeks after completion of public

circulation of public review Draft CEQA IS/MND. Five (5) hard copies and an electronic version in pdf.

- NOI to Adopt a CEQA IS/MND to County's CA – One (1) week after completion of Final CEQA IS/MND. Five (5) hard copies and an electronic version in pdf.
- MMP to County's CA – Concurrent with Final CEQA IS/MND. Five (5) hard copies and an electronic version in pdf.
- Final adopted CEQA IS/MND document – Two (2) weeks after County's CA review of Final IS Checklist with responses and comments. Five (5) hard copies and an electronic version in pdf.

ITEM OF WORK P - PROJECT MANAGEMENT, MEETINGS AND COORDINATION

Consultant shall coordinate, as-requested, with County's CA and County's Design Team to obtain or exchange data, develop design alternatives, answer and pose questions, and to discuss scheduling implications of environmental regulations.

Consultant shall attend four (4) as-requested meetings; attend and participate in one (1) Planning Phase Public Outreach Meeting (Item of Work O) conducted by County to supply explanation of the elements involved in the environmental process; and attend one (1) BOS meeting to adopt the CEQA IS/MND document. Consultant shall prepare meeting summaries for the as-requested and public outreach meetings.

Deliverables:

- Meeting summaries from five (5) meetings to County's CA - One (1) week after meeting. Three (3) hard copies and an electronic version in Word. Meeting summaries are not required for the BOS meetings.
- Coordination with County's CA and County's Design Team for the duration of the Project (maximum of eight [8] hours for in-person meetings).

ITEM OF WORK Q - PERMIT APPLICATIONS

(Bassi Road bridge only)

CEQA and NEPA environmental documents must be completed before environmental permits can be obtained. Consultant shall prepare and submit applications and coordinate with authorizing agencies, including resubmittal as necessary, to obtain the following environmental permits for the Bassi Road bridge:

- Section 404 Clean Water Act (CWA) Nationwide 23 Permit from the USACOE;
- Section 401 CWA Water Quality Certification from the California Regional Water Quality Control Board (CRWQCB); and
- Section 1602 Streambed Alteration Agreement (SAA) from CDFG.

Consultant anticipates the project will be authorized under a Nationwide 23 permit. A conceptual mitigation plan and mitigation requirements in the NES and IS/MND will support the permit applications.

Consultant shall coordinate as required, in writing, with the agencies to obtain the permits on County's behalf. County will provide the application fees. County will

complete long-term monitoring and post-project reporting if required by the permits. This Item of Work is complete when the permits are obtained.

Activities:

- Prepare a Section 404 CWA Nationwide 23 Permit Pre-Construction Notice (PCN) and coordinate with the USACOE. (Bassi Road bridge only).
- Prepare an application for a Section 401 CWA Water Quality Certification and coordinate with the CRWQCB.
- Prepare an application for a 1602 Streambed Alteration Agreement and coordinate with CDFG.
- Review County's plans, specifications, and estimates (PS&E) package and bid documents relative to requirements set forth in the necessary permits.
- Prepare a Memorandum of Concurrence of bid package with environmental and regulatory compliance following review of County's 95% PS&E package.

Deliverables:

- Draft Section 404 CWA Nationwide 23 Permit PCN, submit to County's CA – Six (6) weeks after 65% PS&E are completed. Three (3) hard copies and an electronic version in Word.
- Final Section 404 CWA Nationwide 23 Permit PCN to County's CA to submit to USACOE – Two (2) weeks after receipt of County CA's comments on Draft Section 404 CWA Nationwide 23 Permit PCN. Five (5) hard copies and an electronic version in pdf.
- Draft Application for a Section 401 CWA Water Quality Certification to County's CA – Six (6) weeks after CEQA IS/MND is approved and NEPA CE is obtained. Three (3) hard copies and an electronic version in Word.
- Final Application for a Section 401 CWA Water Quality Certification to County's CA to submit to CRWQCB – Two (2) weeks after receipt of County CA's comments on the Draft Application for a Section 401 CWA Water Quality Certification. Five (5) hard copies and an electronic version in pdf.
- Draft Application for Section 1602 SAA to County's CA - Six (6) weeks after 65% PS&E are completed. Three (3) hard copies and an electronic version in Word.
- Final Application for Section 1602 SAA to County's CA to submit to CDFG - Two (2) weeks after receipt of County CA's comments on the Draft Application for Section 1602 SAA. Five (5) hard copies and an electronic version in pdf.
- Memorandum of Concurrence for contract bid package with environmental and regulatory compliance to County's CA – Two (2) weeks after receipt of 95% PS&E from County. Five (5) hard copies and an electronic version in pdf.

ITEM OF WORK R - ENVIRONMENTAL COMMITMENTS RECORD

Consultant shall compile and maintain the Environmental Commitments Record (ECR) for the biological and cultural phases of the projects. The ECR shall include avoidance, minimization and mitigation requirements obtained from the Final CEQA and NEPA documents and permits. Consultant shall provide a copy of the ECR to County's CA and County's Resident Engineer (RE). Consultant shall also provide to County's CA

copies of written responses to County's Construction Contractor's questions about the ECR.

Deliverables:

- ECR to County's CA and County's RE – Four (4) weeks after receipt of permits from Item of Work Q - Permit Applications. Five (5) hard copies and an electronic version in pdf.
- Written responses to County's Construction Contractor's questions to County's CA – Within one (1) week of receipt of questions. Three (3) hard copies and an electronic version in Word.

ITEM OF WORK S - PRECONSTRUCTION SURVEYS, BIOLOGICAL RESOURCES AND/OR CULTURAL RESOURCES EDUCATION PROGRAM AND CONSTRUCTION MONITORING

Consultant and its subconsultant Burleson Consulting, shall conduct up to three (3) preconstruction surveys (two surveys at Bassi Road Bridge over two construction seasons and one additional survey at one of the other bridges, as needed) within two (2) weeks prior to construction to reduce potential adverse impacts to nesting migratory birds, raptors, and swallows. The survey for nesting raptors shall include publicly accessible areas within 250 feet of the project site. Up to three (3) preconstruction surveys for special-status amphibians shall be conducted within forty-eight (48) hours prior to construction (two surveys at Bassi Road Bridge over two construction seasons and one additional survey at one of the other bridges, as needed). The scope of work assumes that the surveys shall be completed within ten (10) hours at each bridge site. If Consultant determines that additional time is required, a Work Order or Amendment to the Agreement, as applicable, will be prepared and approved by County.

In the event special-status species are found within the project areas during preconstruction surveys, Consultant shall perform construction monitoring of the identified special-status species during the various phases of construction operations. Monitoring shall ensure that the special-status species are not harmed or disturbed as a result of construction operations. The time of day, duration, and frequency of each site visit by Consultant to perform construction monitoring shall be agreed upon between County and Consultant. Consultant shall document each site visit and shall include detailed information in the monitoring reports regarding the number of and type of species identified, locations observed, and measures implemented to protect the special-status species. Consultant shall perform these construction monitoring services during clearing and grubbing activities within riparian areas, aquatic habitat, and other sensitive biological communities. The scope of work assumes that the overall onsite monitoring effort requires a total of 80 hours (eight [8] ten [10] hour days).

Consultant shall assist County with preparing and conducting a Biological Resources Education Program (Education Program) for construction crews. The training program will inform construction personnel about sensitive biological and or cultural resources in the project area. The Education Program may be held at the project site or at another location designated by County and Contractor. This Item of Work also includes

construction monitoring to ensure compliance with all applicable biological avoidance, minimization, and mitigation measures.

Consultant shall coordinate in writing with the DFG, CRWQCB and the USACOE, as required in fulfillment of the respective permits referenced in item of Work Q. County will provide written notice to the agencies of the start of construction if required by the permits. County will complete long-term monitoring and post-project reporting if required by the permits.

Activities:

- Conduct a survey for nesting migratory birds, raptors, and swallows two (2) weeks prior to construction in accordance with the Migratory Bird Treaty Act of 1918, as applicable. The survey for nesting raptors shall be conducted in publicly accessible areas within 250 feet of the Projects' sites.
- Conduct a survey for special-status amphibians within forty-eight (48) hours prior to construction.
- Prepare a letter report for each construction season summarizing the results of the surveys within 48 hours of completion of the surveys.
- Provide and conduct a construction worker training Education Program for biological resources including preparing a reproducible manual and attendance roster. The manual will include biological information such as locations, types of sensitive species and habitats, and habitat protection measures. The manual will be comb-bound and no more than 10 pages in length. Up to one day of training at each bridge site will be provided.
- Provide construction monitoring for biological resources, in the event special-status species are found within the project areas during preconstruction surveys.

Deliverables:

- Preconstruction Survey Letter Reports to County's CA and County's RE – Within forty-eight (48) hours of completion of field study. Five (5) hard copies and an electronic version in pdf.
- Education Program and Reproducible Manual to County's CA – Two (2) weeks after pre-construction field survey, but prior to construction. Three (3) hard copies and an electronic version in pdf.
- Attendance roster for the Education Program to County's CA and County's RE - Two (2) weeks after pre-construction field survey, but prior to construction.
- Construction Monitoring Reports to County's CA in the event special-status species are found within the project areas during preconstruction surveys – Within one (1) week after site visit. Three (3) hard copies and an electronic version in Word.

ITEM OF WORK T – ARBORIST SURVEYS AND REPORTS

Consultant shall conduct arborist surveys and summarize results in the CEQA IS. Consultant's International Society of Arboriculture certified arborists shall travel to the project sites and perform the tree surveys. Trees shall be surveyed in

accordance with the El Dorado County tree ordinance and other regulatory permit requirements stipulated for the project at the time of surveys. Trees shall be surveyed with a sub-meter GPS device. This scope assumes less than fifty (50) trees shall be surveyed at each project site.

Consultant shall prepare the Draft Arborist Report documenting and summarizing all data collected during the arborist survey. The reports shall include a general qualitative description of the vegetative community, the survey methods, and the quantified survey results. The reports shall also include a digital map of the site, including the identification number of each tree. If applicable, recommendations for protection, preservation, and care of project trees (best management practices) that should be implemented during project construction shall be included. This scope does not include tree permit application services.

Activities:

- Identify botanical and common names of trees.
- Determine if trees are native, ornamental, or invasive species status.
- Count and specify number of trunks.
- Measure diameter at breast height in inches at four feet (4') six inches (6") above grade.
- Measure impact on oak tree canopy coverage in accordance with County's General Plan Policy.
- Determine Tree Protection Zone radius, longest dripline measurement plus 1 foot.
- Conduct observational survey for each tree.
- Perform management recommendations for each tree.
- State tree health, vigor, and structure rating.
- Calculate tree protection zone encroachment percentage estimate based on anticipated cut, fill, trenching, or compaction.
- Submit Draft Arborist Report to County for review. Incorporate County's comments.
- Submit Final Arborist Report to County's CA.

Deliverables:

- Draft Arborist Report to County's CA - Three (3) weeks after submittal of draft NES. Three (3) hard copies and an electronic version in AutoCAD/Word.
- Final Arborist Report to County's CA – Two (2) weeks after receipt of County comments on the Draft Arborist Report. Five (5) bound copies of each report and electronic version in AutoCAD/Word and pdf.

ITEM OF WORK U – REVEGETATION PLAN AND CONSTRUCTION SPECIFICATION

Conceptual Mitigation Design:

Consultant shall prepare a conceptual mitigation design to use in discussions with the County. The conceptual mitigation design will consist of habitat restoration zones and bridge improvement line work overlaid on aerial imagery. Species planting palettes describing which species will be planted in each habitat zone will also be provided.

Base Planting and Irrigation Design Drawings and Details and Construction Specifications:

Consultant shall prepare base planting and irrigation design drawings equivalent to a 30% level construction plans submittal. Consultant shall use the conceptual mitigation designs to further develop into base planting and irrigation construction plans sets. Habitat zones shall be overlaid on engineering drawings to better delineate the zones using topography. The conceptual design plant palettes shall be further developed adding rough quantities of each species and a native seed mix and/or an erosion control seed mix shall be developed for the revegetation areas. Irrigation mainlines shall be shown in relation to the habitat zones and bridge construction. Preliminary details for plant and irrigation installation shall be included. This task assumes one (1) sheet for a planting plan; one (1) sheet for an irrigation plan; one (1) sheet for a plant palette; seed mix and plant installation details; and one (1) sheet for irrigation installation details.

Consultant shall prepare base planting, irrigation, seeding, and mitigation plant maintenance construction specifications equivalent to a 30% level construction specification submittal. Consultant will review the standard El Dorado County construction specifications and provide any revisions and additions necessary to make the specification appropriate for habitat restoration construction.

Mitigation and Monitoring Plan to Support Permit Applications for Bassi Road only:

Consultant shall prepare a mitigation and monitoring plan for the Bassi Road bridge only for submittal to the permitting agencies. The mitigation and monitoring plan shall describe the project, existing site characteristics, project impacts, mitigation requirements, mitigation implementation guidelines, and maintenance and monitoring guidelines. The mitigation and monitoring plan shall include the conceptual mitigation design figure and planting palette.

Activities:

- Prepare Conceptual Mitigation Design
- Coordinate and discuss conceptual mitigation design.
- Prepare Base Planting and Irrigation Design Drawings and Details and Construction Specifications.
- Prepare Mitigation and Monitoring Plan (for Bassi Road bridge only),

Deliverables:

- Conceptual Mitigation Design to County's CA – six (6) weeks after receipt of 65% PS&E. Three 11"x17" size hard copies and an electronic in AutoCAD and pdf .
- Draft Base Planting and Irrigation Design Drawings and Details and Construction Specifications to County's CA - four (4) weeks after receipt of comments on the Conceptual Mitigation Design. Three 11"x17" size hard copies and an electronic in AutoCAD/Word and pdf.
- Final Base Planting and Irrigation Design Drawings and Details and Construction Specifications to County's CA - three (3) weeks after receipt of comments on the Draft Base Planting and Irrigation Design Drawings and Details. Three 11"x17" size hard copies and an electronic in AutoCAD/Word and pdf.
- Draft Mitigation and Monitoring Plan to County's CA – four (4) weeks after receipt of comments on the Conceptual Mitigation Plan. Three hard copies and an electronic version in AutoCAD/Word and pdf.
- Final Mitigation and Monitoring Plan to County's CA – two (2) weeks after receipt of comments from County's CA. Three hard copies and an electronic version in AutoCAD/Word and pdf.

SUPPLEMENTAL ITEMS OF WORK

County may require Consultant to perform any or all of the following Supplemental Items of Work. If Consultant's services are required for any of these Supplemental Items of Work, County's CA will issue separate Work Orders for Consultant to perform those items of work or tasks. Each Work Order will indicate a specific date on which Consultant shall begin and complete the required Supplemental Item of Work and shall include specific deliverables and a not-to-exceed cost for the work.

ITEM OF WORK V - USACOE REVIEW OF ALL TECHNICAL STUDIES SUPPORTING THE NEPA CE

This Supplemental Item of Work would be required if Caltrans and the USACOE are unwilling to confirm in writing that Caltrans is the NEPA lead agency. The technical studies supporting the NEPA Categorical Exclusion (CE) shall be prepared in accordance with Caltrans' requirements and standards.

After Caltrans' review and approval of the technical studies, the technical studies will be submitted to the USACOE for review and approval. This Supplemental Item of Work assumes up to two (2) rounds of review and incorporation of USACOE's comments.

Deliverables:

- Draft Revised and Final Revised Technical Studies to County's CA, Caltrans and USACOE.

ICF Jones & Stokes, Inc.
Exhibit B

Fee Schedule

Labor Classification	Per Hour
Senior Project Director	\$280
Project Director	\$250
Technical Director	\$225
Senior Technical Analyst	\$220
Managing Consultant	\$205
Senior Consultant III	\$185
Senior Consultant II	\$160
Senior Consultant I	\$150
Associate Consultant III	\$135
Associate Consultant II	\$125
Associate Consultant I	\$110
Assistant Consultant	\$95
Administrative Technician	\$70
Technician	\$65
Intern	\$60
Other Direct Expenses	
Copy Center Services:	
- Color printing (8.5" x 11"—11" x 17")	\$0.16 to \$0.32/page
- Black & White printing (8.5" x 11"—11" x 17")	\$0.08 to \$0.16/page
Automobile mileage at current IRS rate *	\$0.555/mile
Laptop computer (field projects only)	\$10/day
Garmin Rino GPS (10m accuracy)	\$10/day
Trimble GeoXM GPS (1-3m accuracy)	\$45/day
Trimble GeoXT GPS (<1m accuracy)	\$95/day
GPS camera, laser ranger finder, sound level meter	\$50/day
Tablet PC with ArcView	\$95/day
Trimble Yuma Field Computer	\$115/day
Per diem	\$175.00/day

The above rates are the maximum allowable during the term of the Agreement. In no event shall the not-to-exceed amounts in Exhibit C, Cost Estimate, be exceeded.

Any invoice that includes other direct costs, shall be invoiced at Consultant's cost, without markup, for the services rendered.

* Reimbursement for mileage expenses for Consultant and for any subconsultant authorized under this agreement, if applicable, shall not exceed the lesser of (1) the rates to be paid to County employees under the current Board of Supervisors Travel Policy at the time the mileage expenses are incurred; or (2) the rates authorized to be paid to rank and file state employees under the then current state Department of Personnel Administration (DPA) rules. There shall be no markups allowed on mileage rates for Consultant or for any subconsultant. Any reimbursements for mileage expenses will only be made if such expenses are included under Prime Direct Cost or Subconsultant Direct Cost, as applicable, in Exhibit C, marked "Cost Estimate," or in the budget of an approved and fully executed Work Order issued pursuant to this Agreement.

ICF Jones & Stokes, Inc.
Exhibit C-1
Cost Summary

Blair Road at EID Canal - Bridge Replacement Project # 77119

Scope of Work

Item of Work A - Project Description	\$ 3,608.76
Item of Work B - Area of Potential Effects Maps	\$ 984.20
Item of Work C - Natural Environment Study Report	\$ 17,128.58
Item of Work D - California Red-Legged Frog Site Assessment	\$ 6,443.92
Item of Work E - Wetlands Study	\$ -
Item of Work F - Biological Assessment	\$ 5,467.28
Item of Work G - Resource Agency Permit Related Coordination	\$ 3,637.49
Item of Work H - Archaeological Survey Report	\$ 4,710.24
Item of Work I - Historic Resource Evaluation Report	\$ 5,649.04
Item of Work J - Historic Property Survey Report and Finding of Effect	\$ 1,768.17
Item of Work K - Section 4(f) Temporary Occupancy	\$ 5,107.26
Item of Work L - Air Quality Study	\$ 2,530.42
Item of Work M - Traffic Noise Analysis	\$ 1,491.12
Item of Work N - Abbreviated Visual Impact Assessment	\$ 3,413.04
Item of Work O - CEQA IS/MND & NEPA Documentation	\$ 20,581.16
Item of Work P - Project Management, Meetings and Coordination	\$ 14,628.16
Item of Work Q - Permit Applications	\$ -
Item of Work R - Environmental Commitments Record	\$ 1,008.15
Item of Work S - Preconstruction Surveys, Biological Resources and/or Cultural Resources Education Program and Construction Monitoring	\$ 2,016.30
Item of Work T - Arborist Surveys and Reports	\$ 4,346.72
Item of Work U - Revegetation Plan and Construction Specification	\$ 5,757.74
Item of Work V - USACOE Review of all Technical Studies Supporting the NEPA CE	\$ 6,164.95
Labor Subtotal	<u>\$ 116,442.70</u>
Prime Direct Cost	<u>\$ 1,813.67</u>
Prime Costs	\$ 118,256.37

Subconsultants:

Burleson Consulting

Item of Work S - Preconstruction Surveys, Biological Resources and/or Cultural Resources Education Program and Construction Monitoring	\$ 10,485.67
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Subconsultant Direct Cost \$ 10,485.67

Total Proposed Project #77119 Contract Budget Cost Estimate \$ 128,742.04

ICF Jones & Stokes, Inc.
Exhibit C-1
Cost Summary

Alder Drive at EID Canal - Bridge Replacement, Project # 77123

Scope of Work

Item of Work A - Project Description	\$ 3,608.76
Item of Work B - Area of Potential Effects Maps	\$ 984.20
Item of Work C - Natural Environment Study Report	\$ 17,128.58
Item of Work D - California Red-Legged Frog Site Assessment	\$ 6,443.92
Item of Work E - Wetlands Study	\$ -
Item of Work F - Biological Assessment	\$ 5,467.28
Item of Work G - Resource Agency Permit Related Coordination	\$ 3,968.22
Item of Work H - Archaeological Survey Report	\$ 4,710.24
Item of Work I - Historic Resource Evaluation Report	\$ 5,649.04
Item of Work J - Historic Property Survey Report and Finding of Effect	\$ 1,768.17
Item of Work K - Section 4(f) Temporary Occupancy	\$ -
Item of Work L - Air Quality Study	\$ 2,732.05
Item of Work M - Traffic Noise Analysis	\$ 1,692.75
Item of Work N - Abbreviated Visual Impact Assessment	\$ 4,270.61
Item of Work O - CEQA IS/MND & NEPA Documentation	\$ 20,747.18
Item of Work P - Project Management, Meetings and Coordination	\$ 14,628.16
Item of Work Q - Permit Applications	\$ -
Item of Work R - Environmental Commitments Record	\$ 1,008.15
Item of Work S - Preconstruction Surveys, Biological Resources and/or Cultural Resources Education Program and Construction Monitoring	\$ 2,016.30
Item of Work T - Arborist Surveys and Reports	\$ 4,346.72
Item of Work U - Revegetation Plan and Construction Specification	\$ 5,757.74
Item of Work V - USACOE Review of all Technical Studies Supporting the NEPA CE	\$ 6,164.95
Labor Subtotal	\$ 113,093.02
Prime Direct Cost	\$ 1,813.67
Prime Costs	\$ 114,906.69

Subconsultants:

Burleson Consulting

Item of Work S - Preconstruction Surveys, Biological Resources and/or Cultural Resources Education Program and Construction Monitoring	\$ 10,485.67
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Subconsultant Direct Cost \$ 10,485.67

Total Proposed Project #77123 Contract Budget Cost Estimate \$ 125,392.36

ICF Jones & Stokes, Inc.
Exhibit C-1
Cost Summary

Bassi Road at Granite Creek - Bridge Replacement Project # 77128

Scope of Work

Item of Work A - Project Description	\$ 3,691.77
Item of Work B - Area of Potential Effects Maps	\$ 984.20
Item of Work C - Natural Environment Study Report	\$ 17,263.97
Item of Work D - California Red-Legged Frog Site Assessment	\$ 6,702.12
Item of Work E - Wetlands Study	\$ 18,421.72
Item of Work F - Biological Assessment	\$ 5,550.29
Item of Work G - Resource Agency Permit Related Coordination	\$ 4,097.32
Item of Work H - Archaeological Survey Report	\$ 4,876.26
Item of Work I - Historic Resource Evaluation Report	\$ 5,746.76
Item of Work J - Historic Property Survey Report and Finding of Effect	\$ 1,851.18
Item of Work K - Section 4(f) Temporary Occupancy	\$ -
Item of Work L - Air Quality Study	\$ 2,815.06
Item of Work M - Traffic Noise Analysis	\$ 9,643.47
Item of Work N - Abbreviated Visual Impact Assessment	\$ 4,470.39
Item of Work O - CEQA IS/MND & NEPA Documentation	\$ 20,747.18
Item of Work P - Project Management, Meetings and Coordination	\$ 15,031.42
Item of Work Q - Permit Applications	\$ 17,238.08
Item of Work R - Environmental Commitments Record	\$ 1,209.78
Item of Work S - Preconstruction Surveys, Biological Resources and/or Cultural Resources Education Program and Construction Monitoring	\$ 11,456.56
Item of Work T - Arborist Surveys and Reports	\$ 6,277.58
Item of Work U - Revegetation Plan and Construction Specification	\$ 10,637.22
Item of Work V - USACOE Review of all Technical Studies Supporting the NEPA CE	\$ 6,164.95
Labor Subtotal	\$ 174,877.28
Prime Direct Cost	\$ 1,813.67
Prime Costs	\$ 176,690.95

Subconsultants:

Burleson Consulting

Item of Work S - Preconstruction Surveys, Biological Resources and/or Cultural Resources Education Program and Construction Monitoring	\$ 8,181.67
Subconsultant Direct Cost	\$ 8,181.67

Total Proposed Project #77128 Contract Budget Cost Estimate \$ 184,872.62

**ICF Jones & Stokes, Inc.
Exhibit C-1
Cost Summary**

Total Proposed Project 77119, 77123 and 77128 Project Specific \$ 439,007.02

Optional Tasks Estimate \$ 50,000.00

Total Proposed Contract Budget Cost Summary \$ 489,007.02

All amounts and their distribution among Items of Work and Prime Direct Costs are estimates only. This Cost Estimate represents the composition of the total not-to-exceed budget for this Agreement. In the performance of the scope of services to be provided in accordance with this budget, Consultant may request to reallocate the amounts listed herein among the various Items of Work and Prime Direct Costs identified herein (not including subconsultants) subject to the Contract Administrator's written approval. Consultant may request to reallocate the amounts listed above for its subconsultants among each individual subconsultant's Items of Work (Subconsultant Direct Cost) and not among the various subconsultants, subject to the Contract Administrator's written approval. In no event shall the not-to-exceed amount of the individual project scopes of work be exceeded, nor shall the amount allocated for Optional Tasks be exceeded, nor shall the total not-to-exceed dollar amount of the Agreement be exceeded.

ICF Jones & Stokes, Inc.

Exhibit D

CERTIFICATION OF CONSULTANT

I HEREBY CERTIFY that I am the Senior Vice President and duly authorized representative of the firm of ICF Jones & Stokes, Inc., whose address is 630 K Street, Suite 400, Sacramento, California 95814, and that, except as hereby expressly stated, neither I nor the above firm that I represent have:

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

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

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

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

6-29-12

(Date)

Harlan Glines

Harlan Glines
Senior Vice President

ICF Jones & Stokes, Inc.

Exhibit E

CERTIFICATION OF LOCAL AGENCY

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

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

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

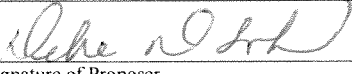
6/28/12
(Date)

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

ICF Jones & Stokes, Inc.

Exhibit F

Local Agency Proposer DBE Information (Consultant Contracts)

NOTE: PLEASE REFER TO INSTRUCTIONS ATTACHED HERETO				
LOCAL AGENCY: <u>County of El Dorado, Department of Transportation</u>			LOCATION: <u>El Dorado County</u>	
PROJECT DESCRIPTION: <u>Blair Road at EID Canal-Bridge Replacement Project #77119, Alder Drive at EID Canal-Bridge Replacement Project #77123, and Bassi Road at Granite Creek-Bridge Replacement Project #77128</u>				
TOTAL CONTRACT AMOUNT: <u>\$489,007.02</u>				
PROPOSER'S NAME: <u>ICF Jones & Stokes, Inc.</u>				
WORK ITEM NO.	DESCRIPTION OR SERVICES TO BE SUBCONTRACTED (or contracted if the proposer is a DBE)	DBE CERT. NO. AND EXPIRATION DATE	NAME OF EACH DBE (Must be certified at the time proposals are due - include DBE address and phone number)	DOLLAR AMOUNT OF EACH DBE
	Pre-construction nesting bird and reptile/amphibian surveys, biological resources education program and construction monitoring	34595	Burleson Consulting, Inc.	\$29,153.01
For Local Agency to Complete:			Total Claimed DBE Participation	\$ <u>29,153.01</u>
Local Agency Contract Number: <u>(Consultant AGMT#):11-53360</u>			Total % of DBE	<u>5.96</u> %
Federal Aid Project Number: <u>BRLS 5925(086), BRLO 5925(095), BRLO 5925(091)</u>			OF TOTAL CONTRACT AMOUNT	
Federal Share: <u>100%</u>				
Contract Award Date: _____				
Local Agency certifies that the DBE certification(s) has been verified and all information is complete and accurate.			 Signature of Proposer <u>7/6/12</u> <u>916 737-3000</u> Date (Area Code) Tel. No. Debra D. Loh Person to Contact (Please Type or Print)	
<u>Janel Gifford</u>	_____	_____		
Print Name Local Agency Representative	Signature	Date		
(Area Code) Telephone Number: <u>(530) 621-5974</u>				
For Caltrans Review:				
_____	_____	_____	Local Agency Proposer – DBE Information (Consultant Contracts) (Rev 6/27/09)	
Print Name Caltrans District Local Assistance Engineer	Signature	Date		

Distribution: Original – Local agency files

Exhibit F

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

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

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

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

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

Local Agency Proposer DBE Information (Consultant Contracts) form must be signed and dated by the successful proposer and submitted with executed contract to County. Also list a phone number in the space provided and print the name of the person to contact.

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

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

INSTRUCTIONS

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

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

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

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

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

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

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

COMMENT SECTION

ICF Jones & Stokes, Inc.

Exhibit G

FAIR EMPLOYMENT PRACTICES ADDENDUM

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

2. ICF Jones & Stokes, Inc., its contractor(s) and all subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Government Code Section 12900 et seq.), and the applicable regulations promulgated thereunder (California Code of Regulations, Title 2, Section 7285.0 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code, Section 12900(a-f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations are incorporated into this Agreement by reference and made a part hereof as if set forth in full. Each of ICF Jones & Stokes, Inc.'s contractors and all subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreements, as appropriate.

3. ICF Jones & Stokes, Inc. shall include the nondiscrimination and compliance provisions of this clause in all contracts and subcontracts to perform work under this Agreement.

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

5. Remedies for Willful Violation:

(a) County may determine a willful violation of the Fair Employment provision to have occurred upon receipt of a final judgment to that effect from a court in an action to which ICF Jones & Stokes, Inc. was a party, or upon receipt of a written notice from the Fair Employment and Housing Commission that it has investigated and determined that ICF Jones & Stokes, Inc. has violated the Fair Employment Practices Act and had issued an

ICF Jones & Stokes, Inc.

Exhibit G

order under Labor Code Section 1426 which has become final or has obtained an injunction under Labor Code Section 1429.

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

ICF Jones & Stokes, Inc.

Exhibit H

NONDISCRIMINATION ASSURANCES

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

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

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

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

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

3. That ICF Jones & Stokes, Inc. shall insert the clauses of Appendix A of this assurance in every agreement subject to the Act and the Regulations.

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

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

ICF Jones & Stokes, Inc.

Exhibit H

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

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

Appendix C;

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

Appendix D;

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

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

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

(b) The period during which ICF Jones & Stokes, Inc. retains ownership or possession of the property.

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

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

11. ICF Jones & Stokes, Inc. shall not discriminate on the basis of race, religion, age, disability, color, national origin or sex in the award and performance of any State assisted agreement or in the administration of County's DBE Program or the

ICF Jones & Stokes, Inc.

Exhibit H

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

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

ICF Jones & Stokes, Inc.

Appendix A to Exhibit H

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

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

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

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

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

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

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

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

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

ICF Jones & Stokes, Inc.

Appendix B to Exhibit H

(NOT USED)

ICF Jones & Stokes, Inc.

Appendix C to Exhibit H

(NOT USED)

ICF Jones & Stokes, Inc.

Appendix D to Exhibit H

(NOT USED)

ICF Jones & Stokes, Inc.

Exhibit I

DISCLOSURE OF LOBBYING ACTIVITIES

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

1. Type of Federal Action: <input type="checkbox"/> a. contract <input type="checkbox"/> b. grant <input type="checkbox"/> c. cooperative agreement <input type="checkbox"/> d. loan <input type="checkbox"/> e. loan guarantee <input type="checkbox"/> f. loan insurance		2. Status of Federal Action: <input type="checkbox"/> a. bid/offer/application <input type="checkbox"/> b. initial award <input type="checkbox"/> c. post-award		3. Report Type: <input type="checkbox"/> a. initial <input type="checkbox"/> b. material change For Material Change Only: year _____ quarter _____ date of last report _____	
4. Name and Address of Reporting Entity: <input type="checkbox"/> Prime <input type="checkbox"/> 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: CFDA Number, if applicable _____		
8. Federal Action Number, if known: _____			9. Award Amount, if known: \$ _____		
10. a. Name and Address of Lobbying Entity (if individual, last name, first name, MI): _____ (attach Continuation Sheet(s) if necessary)			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): \$ _____ <input type="checkbox"/> actual <input checked="" type="checkbox"/> planned		13. Type of Payment (check all that apply) <input type="checkbox"/> a. retainer <input type="checkbox"/> b. one-time fee <input type="checkbox"/> c. commission <input type="checkbox"/> d. contingent fee <input type="checkbox"/> e. deferred <input type="checkbox"/> f. other, specify: _____			
12. Form of Payment (check all that apply): <input type="checkbox"/> a. cash <input type="checkbox"/> b. in-kind; specify: nature _____ value _____		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 <input type="checkbox"/> No <input type="checkbox"/>					
16. Information requested through this form is authorized by Title 31 U.S.C. Section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to the Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.				Signature: _____ Print Name: _____ Title: _____ Telephone No.: _____ Date: _____	
Federal Use Only:					Authorized for Local Reproduction Standard Form - 111

Standard Form LLL Rev. 09-12-97

ICF Jones & Stokes, Inc.

Exhibit I

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

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

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

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