

**Salaber Associates, Inc.**

**Construction Support Services for the Diamond Springs Parkway –  
Phase 1B Project #36105011**

**AGREEMENT FOR SERVICES #9097**

**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 Salaber Associates, Inc., a corporation duly qualified to conduct business in the State of California, whose principal place of business is 10969 Trade Center Drive, Suite 108, Rancho Cordova, California 95670 (hereinafter referred to as "Consultant").

**R E C I T A L S**

**WHEREAS**, County has determined that it is necessary to obtain a Consultant to provide construction support services for the Diamond Springs Parkway – Phase 1B Project #36105011, located in Placerville, California, for its Department of Transportation;

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

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

**WHEREAS**, County has determined that the provision of such services provided by Consultant are in the public's best interest and that due to the limited timeframes, temporary or occasional nature, or schedule for the project or scope of work, the ongoing aggregate of work to be performed is not sufficient to warrant the addition of permanent staff in accordance with El Dorado County Ordinance Code, Chapter 3.13.030(c), El Dorado County Charter, section 210(b)(6), and/or Government Code section 31000;

**WHEREAS**, on July 26, 2024, Consultant was formally awarded competitive Request for Proposals (RFP) 24-958-040 for construction support services for the Diamond Springs Parkway – Phase 1B Project #36105011;

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

## **ARTICLE I**

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

Consultant shall furnish, at Consultant's own cost and expense, all personnel, subconsultants, services, tools, vehicles, and equipment or any other materials, necessary to perform the services and tasks required under this Agreement, including those services and tasks that are identified in Exhibit A, and those services and tasks that are reasonably necessary for the completion of the work identified in the Scope of Work.

County will issue an initial Notice to Proceed to Consultant for Items of Work A, B, and C. No payment will be made for any work performed prior to the effective date of the initial Notice to Proceed.

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

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

County's Contract Administrator, or designee, will issue a written Task Order for work assignments where the not-to-exceed cost itemization is greater than \$50,000. County's Contract Administrator, or designee, will issue a written Work Order for work assignments where the not-to-exceed cost itemization is \$50,000 or less.

The period of performance for Task Order and/or Work Orders shall be in accordance with dates specified in each Task Order and/or Work Order. No payment will be made for any work performed before or after the period of performance in the Task Order and/or Work Order unless County's Contract Administrator and Contractor amend the Task

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

Funding from various local and state sources may be utilized to fund certain assignments to be performed under this Agreement and, as a consequence, the requirements (other than those incorporated herein below) of the funding agencies related to those grants will be incorporated into the instructions to Consultant.

Deliverables shall be submitted via electronic file and Consultant shall produce the file using Microsoft (MS) 365 applications (specifically, MS Word, MS PowerPoint, and MS Excel). Signed reports shall be submitted in Adobe portable document format (PDF). Electronic AutoCAD 2010 or AutoCAD Civil 3D 2010 format shall be used for submittal of plans or other similar documents as specified by County's Contract Administrator. All deliverables shall be submitted in the language, format and design that are compatible with and completely transferable to County's computer, and that are acceptable to County Contract Administrator. Newer versions of software may be used and other types of software used for analytical purposes may be authorized if approved in advance of the submittal by County's Contract Administrator. Consultant shall submit all deliverables to County's Contract Administrator in accordance with completion time schedules identified herein. Failure to submit the required deliverables in the format required shall be grounds for termination of the Agreement, as provided in ARTICLE XXVI, Default, Termination, and Cancellation, herein.

Consultant shall perform the services and tasks required under this Agreement in a safe, professional, skillful, and workmanlike manner. Consultant is responsible for ensuring that its employees, as well as any subconsultant if applicable, perform the services and tasks required under this Agreement accordingly. All of the services included in the Scope of Work, or in the individual Task Orders or Work Orders issued pursuant to this Agreement, are the responsibility of Contractor unless specifically described as a task or item of work to be provided by County.

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

## **ARTICLE II**

**Term:** This Agreement shall become effective upon final execution by both parties hereto and shall expire four (4) years thereafter.

## **ARTICLE III**

**Compensation for Services:** For services provided herein, including any deliverables that may be identified in the individual Task Orders and Work Orders issued pursuant to this Agreement, County agrees to pay Consultant monthly in arrears. Payment will be

made within forty-five (45) days following County's receipt and approval of itemized invoices detailing the services rendered.

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

For the purposes of budgeting the Items of Work in Exhibit A, the billing amounts for each Item of Work are identified in Exhibit C, marked "Cost Proposal," incorporated herein and made by reference a part hereof. In the performance of the scope of services to be provided under this Agreement, Consultant may request to reallocate the expenses listed in Exhibit C among the various Scope of Work items and optional tasks, subject to County Contract Administrator's prior written approval. In no event shall the total not-to-exceed amount of the Agreement, be exceeded.

The total amount of this Agreement shall not exceed \$1,958,000, inclusive of all Task Orders and/or Work Orders, and amended Task Orders and/or Work Orders, and all costs, taxes, and expenses. It is understood and agreed that there is no guarantee, either expressed or implied that this dollar amount will be authorized under this Agreement through Task Orders and/or Work Orders.

Itemized invoices shall follow the format specified by County and shall reference this Agreement number and the County-supplied Task Order and/or Work Order number both on their faces. Consultant shall attach copies of any progress reports required under the provisions of ARTICLE V, Progress Reports, herein, that relate to the services being billed, as backup documentation to any invoices submitted for payment under the terms of this Agreement. Copies of documentation attached to invoices shall reflect Consultant's charges for the specific services billed on those invoices. Consultant shall bill County for only one (1) Task Order and/or Work Order per invoice. Invoices shall be mailed to County at the following address:

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

Attn.: Shanann Findley  
Senior Administrative Analyst  
[dotengineering@edcgov.us](mailto:dotengineering@edcgov.us)

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, and the individual Task Orders and/or Work Orders issued pursuant to this Agreement, County at its sole option may delay the payment for the period of time of the delay, cease all payments until such time as the required deliverables or progress reports are received, or proceed as set forth below in ARTICLE XXVI, Default, Termination, and Cancellation, herein.



#### **ARTICLE IV**

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

#### **ARTICLE V**

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

#### **ARTICLE VI**

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

## **ARTICLE VII**

**Consultant's Project Manager:** Consultant designates Bob LoRusso, PE, as its Project Manager for this Agreement. Consultant's Project Manager, or County-approved designee, shall be accessible to County's Contract Administrator, or designee, during normal County working hours and shall respond within twenty-four (24) hours to County inquiries or requests. Consultant's Project Manager shall be responsible for all matters related to Consultant's personnel, operations, and any subconsultants authorized under this Agreement including, at a minimum, (1) assigning qualified personnel to perform the required work and to prepare the deliverables required by the Agreement; and (2) reviewing, monitoring, training, and directing Consultant's personnel and any subconsultants authorized herein.

## **ARTICLE VIII**

**Standards for Work:** Services rendered under this Agreement shall be performed in accordance with the guidelines set forth in the current edition of the *Caltrans Construction Manual*, *Caltrans Bridge Construction Records and Procedures (BCRP) Manual*, *Caltrans Materials Testing Manual*, *Caltrans Local Assistance Procedures Manual*, *Uniform Traffic Control Devices Manual*, *Concrete Technology Manual*, *Foundation Manual*, *Stormwater Pollution Prevention Plan Manual*, and all other applicable Caltrans, state, and local laws, County guidelines and accepted industry standards, and shall be performed in a safe, professional, skillful, and workmanlike manner in accordance with good engineering practices. Where applicable, services shall further conform to all U.S. Code of Federal Regulation Title 23 requirements and all applicable federal laws, regulations, and policy and procedural or instructional memoranda.

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

All of Consultant's services and deliverables must adhere to current County, Caltrans and federal requirements for project development and shall be made available to County and Caltrans for review and approval at the appropriate stages or upon request by County's Contract Administrator.

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

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

## **ARTICLE IX**

**Quality Control:** Consultant shall have a quality control/quality assurance (QC/QA) plan in effect during the entire time work is being performed under this Agreement. Prior to

the start of any work, Consultant shall provide County with its QC/QA plan and an outline of the project-specific quality control/quality procedures. Consultant shall identify quality control reviews to ensure compliance with the major deliverables within the Scope of Work for this Agreement.

#### **ARTICLE X**

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

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

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

#### **ARTICLE XI**

**Apprentices:** Attention is directed to Labor Code sections 1777.5, 1777.6, and 1777.7 and 8, California Code of Regulations section 200, et seq. To ensure compliance and complete understanding of the law regarding apprentices, and specifically the required ratio thereunder, each Consultant or subconsultant should, where some question exists, contact the Division of Apprenticeship Standards, 455 Golden Gate Avenue, San Francisco, CA 94102, or one of its branch offices prior to commencement of work on this Agreement. Responsibility for compliance with this Article lies with Consultant.

It is County policy to encourage the employment and training of apprentices on public works contracts as may be permitted under local apprenticeship standards.

#### **ARTICLE XII**

**Certified Payroll:** As required under the provisions of Labor Code section 1776, Consultant and any subconsultants, if any are authorized herein, shall keep accurate payroll records as follows:

- A. The payroll records shall show the name, address, social security number, work classification, straight time and overtime hours worked each day and week, and the actual per diem wages paid to each journeyman, apprentice, worker, or other

employee employed by Consultant or subconsultants in connection with the services provided under this Agreement.

- B. A certified copy of all payroll records enumerated above shall be available for inspection at all reasonable hours at the principal office of Consultant as follows:
1. Make available or furnish to the employee or his or her authorized representative on request.
  2. Make available for inspection or furnished upon request to a representative of County, the State Division of Labor Standards Enforcement, and the Division of Apprenticeship Standards of the State Department of Industrial Relations.
  3. Make available upon request by the public for inspection or copies thereof made; provided, however, that a request by the public shall be made through either County, the State Division of Labor Standards Enforcement, or the State Division of Apprenticeship Standards. The requesting party shall, prior to being provided the records, reimburse the costs of preparation by Consultant, subconsultant, and the entity through which the request was made. The public shall not be given access to the records at the principal office of Consultant.
  4. All Consultants and subconsultants must furnish electronic certified payroll records directly to the Department of Industrial Relations.

### **ARTICLE XIII**

**Safety:** Consultant shall maintain safe conditions at the jobsite for the duration of the Work for the public, County staff, and all persons performing the Work. Consultant shall comply fully with all laws, orders, citations, rules, regulations, standards, and statutes with respect to occupational health and safety, the handling and storage of hazardous materials, accident prevention, safety equipment and practices. Consultant shall be solely responsible for providing a safe place to work for its employees and for employees of its subconsultants and suppliers or material and equipment, for adequacy of and required use of all safety equipment, and for full compliance with aforesaid laws, orders, citations, rules, regulations, standards, and statutes.

Other safety measures shall include, but not be limited to the following:

- A. Providing safe accessibility to all building entrances, keeping all sidewalks, active doors, corridors or other walkways, driveways, or any emergency vehicle access clear for the duration of the project.
- B. Keeping flammable rags, if applicable, in a sealed container and removing them from the site at the end of each work day.



#### **ARTICLE XIV**

**Registration of Consultants:** No Consultant or subconsultant may bid on any public work project, be listed in a bid proposal for any public works project, or engage in the performance of any contract for public work unless registered with the Department of Industrial Relations pursuant to Labor Code sections 1725.5 and 1771.1. Public work projects are subject to compliance, monitoring, and enforcement by the Department of Industrial Relations.

Consultant shall post job site notices as prescribed by 8 California Code of Regulations section 16451.

#### **ARTICLE XV**

**Records Examination and Audit Requirements:** Consultant and its subconsultants, if any are authorized hereunder, shall maintain all books, documents, papers, accounting records, and other evidence pertaining to the performance of the Agreement, including at a minimum, the costs of administering the various aspects of the Agreement. In accordance with Government Code section 8546.7, all of the above-referenced parties shall make such materials available at their respective offices at all reasonable times during the Agreement period and for three (3) years from the date that final payment by County and all other pending matters are closed. Representatives of County, the California State Auditor, and any duly authorized representative of other government agencies shall have access to any books, documents, papers, and records that are pertinent to the Agreement for audit, examination, excerpts, and transactions and copies thereof shall be furnished upon request.

#### **ARTICLE XVI**

**Payment of all Federal, State, or Local Taxes:** Any federal, state, or local tax payable on the articles furnished by Consultant under this Agreement shall be included in rates quoted herein and shall be paid by Consultant.

#### **ARTICLE XVII**

**Compliance with all Applicable Laws:** Consultant shall conform to and abide by all applicable federal, state, and local building, labor, environmental and safety laws, ordinances, rules, and regulations. All work and materials shall be in full accordance with the latest rules and regulations of the State Fire Marshal, safety orders of the Division of Industrial Safety, California Electrical Code, California Building Code, California Plumbing Code, and any and all other applicable laws and regulations. Nothing in this Agreement, including at a minimum, any directions, plans, or specifications provided to Consultant, is to be construed to permit work not conforming to these codes.

#### **ARTICLE XVIII**

**Reporting Accidents:** Consultant shall prepare and submit to County (within twenty-four [24] hours of such incidents) reports of accidents at the site and anywhere else work under this Agreement is in progress in which bodily injury is sustained or property loss in excess of five hundred dollars (\$500.00) occurs.

## ARTICLE XIX

**Workers' Compensation:** Consultant shall comply with Labor Code section 3700, et seq., requiring it to obtain Workers' Compensation Insurance, and sign a certificate of knowledge thereof.

### CERTIFICATE OF KNOWLEDGE - LABOR CODE SECTION 3700

I am aware of the provisions of section 3700 of the Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that Code, and I will comply with such provisions before commencing the performance of the work of this Agreement.

Signed: Bob LoRusso  
Bob LoRusso (Nov 12, 2024 12:54 PST)

Dated: 11/12/2024

## ARTICLE XX

**Changes to Agreement:** This Agreement may be amended by mutual consent of the parties hereto. Said amendments shall become effective only when in writing and fully executed by duly authorized officers of the parties hereto.

## ARTICLE XXI

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

## ARTICLE XXII

**Confidentiality:** Consultant shall maintain the confidentiality and privileged nature of all records, including billing records, together with any knowledge therein acquired, in accordance with all applicable state and federal laws and regulations, as they may now exist or may hereafter be amended or changed. Consultant, and all Consultant's staff, employees, and representatives, shall not use or disclose, directly, or indirectly at any time, any said confidential information, other than to County's Department of Transportation or to such other person with County's consent for the purpose of, and in the performance of, this Agreement. This confidentiality provision shall survive after the expiration or earlier termination of this Agreement.

## ARTICLE XXIII

**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.

#### **ARTICLE XXIV**

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

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

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

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

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

#### **ARTICLE XXV**

**Fiscal Considerations:** The parties to this Agreement recognize and acknowledge that County is a political subdivision of the State of California. As such, County is subject to the provisions of Article XVI, section 18 of the California Constitution and other similar fiscal and procurement laws and regulations and may not expend funds for products,

equipment, or services not budgeted in a given year. It is further understood that in the normal course of County business, County will adopt a proposed budget prior to a given fiscal year, but that the final adoption of a budget does not occur until after the beginning of the fiscal year.

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

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

## **ARTICLE XXVI**

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

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

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

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

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

- a. County reserves the right to procure the goods or services, or both, similar to those terminated, from other sources and Consultant shall be liable to



County for any excess costs for those goods or services. County may deduct from any payment due, or that may thereafter become due to Consultant, the excess costs to procure from an alternate source.

- b. County shall pay Consultant the sum due to Consultant under this Agreement prior to termination, unless the cost of completion to County exceeds the funds remaining in the Agreement. In which case the overage shall be deducted from any sum due Consultant under this Agreement and the balance, if any, shall be paid to Consultant upon demand.
- c. County may require Consultant to transfer title and deliver to County any completed work under the Agreement.

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

- a. Failure by either party to perform in a timely and satisfactory manner any or all of its obligations under this Agreement.
  - b. A representation or warranty made by Consultant in this Agreement proves to have been false or misleading in any respect;
  - c. Consultant fails to observe and perform any covenant, condition, or agreement on its part to be observed or performed under this Agreement, unless County agrees, in writing, to an extension of the time to perform before that time period expires.
  - d. A violation of ARTICLE XXXV, Conflict of Interest.
- B. Bankruptcy: County may terminate this Agreement immediately in the case of bankruptcy, voluntary or involuntary, or insolvency of Consultant.
- C. Ceasing Performance: County may terminate this Agreement immediately in the event Consultant ceases to operate as a business, or otherwise becomes unable to substantially perform any term or condition of this Agreement.
- D. Termination or Cancellation without Cause: County may terminate this Agreement or any Task order and/or Work Order issued pursuant to this Agreement, in whole or in part, for convenience upon thirty (30) calendar days' written Notice of Termination. If such termination is effected, County will pay for satisfactory services rendered before the effective date of termination, as set forth in the Notice of Termination provided to Consultant, and for any other services that County agrees, in writing, to be necessary for contract resolution. In no event, however, shall County be obligated to pay more than the total amount of the Task Order and/or Work Order or the total amount of the Agreement, as applicable. Upon receipt of a Notice of Termination, Consultant shall promptly discontinue all services affected, as of the effective date of termination set forth in such Notice of

Termination, unless the Notice directs otherwise. In the event of termination, County reserves the right to take over and complete the work by contract or by any other means.

#### **ARTICLE XXVII**

**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 Smeltzer  
Deputy Director

With a copy to:

County of El Dorado  
Chief Administrative Office  
330 Fair Lane  
Placerville, California 95667

Attn.: Michele Weimer  
Procurement and Contracts Manager

or to such other location as County directs.

Notices to Consultant shall be addressed as follows:

Salaber Associates, Inc.  
10969 Trade Center Drive, Suite 108  
Rancho Cordova, California 95670

Attn.: Robert LoRusso, Chief Executive Officer

or to such other location as Consultant directs.

#### **ARTICLE XXVIII**

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

#### **ARTICLE XXIX**

**Indemnity:** To the fullest extent permitted by law, Consultant shall defend at its own expense, indemnify, and hold the County harmless, its officers, employees, agents, and volunteers, against and from any and all liability, claims, suits, losses, damages, or expenses of every name, kind and description, including attorney's fees and costs incurred, brought for, or on account of, injuries to or death of any person, including at a minimum workers, County employees, and the public, or damage to property, or any

economic or consequential losses, which are claimed to or in any way arise out of or are connected with the acts or omissions of Consultant or its officers, agents, or employees in rendering the services, operations, or performance hereunder, except for liability, claims, suits, losses, damages or expenses arising from the sole negligence or willful acts of the County, its officers and employees, or as expressly prescribed by statute. This duty of Consultant to indemnify and save County harmless includes the duties to defend set forth in Civil Code section 2778.

The insurance obligations of Consultant are separate, independent obligations under the Agreement, and the provisions of this defense and indemnity are not intended to modify nor should they be construed as modifying or in any way limiting the insurance obligations set forth in the Agreement.

Nothing herein shall be construed to seek indemnity in excess of that permitted by Civil Code section 2782, et seq. In the event any portion of this Article is found invalid, the Parties agree that this Article shall survive and be interpreted consistent with the provisions of Civil Code section 2782, et seq.

#### **ARTICLE XXX**

**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 (providing scope of coverage equivalent to ISO policy form CG 00 01) of not less than \$1,000,000 combined single limit per occurrence for bodily injury and property damage, including at a minimum endorsements for the following coverage: premises, personal injury, operations, products and completed operations, blanket contractual, and independent Consultants' liability, and a \$2,000,000 aggregate limit. County, including, without limitation, its officers, officials, employees, and volunteers shall be named as an additional insured on ISO form CG 2010 1185, or its equivalent.
- 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, inclusive of the guarantee/warranty period specified hereinbelow. 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 thirty (30) days prior written notice to County; and
  - 2. The County of El Dorado, its officers, officials, employees, and volunteers are included as additional insured, on an additional insured endorsement, but only insofar as the operations under this Agreement are concerned. This provision shall apply to the general liability policy.
- I. Consultant's insurance coverage shall be primary insurance in respect to County, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by County, its officers, officials, employees, or volunteers shall be in excess of Consultant's insurance and shall not contribute with it.
- J. Any deductibles or self-insured retentions must be declared to, and approved, by County. At the option of County, either: The insurer shall reduce or eliminate such deductibles or self-insured retentions in respect to County, its officers, officials, employees, and volunteers; or Consultant shall procure a bond guaranteeing payment of losses and related investigations, claim administration, and defense expenses.
- K. Any failure to comply with the reporting provisions of the policies shall not affect coverage provided to County, its officers, officials, employees, or volunteers.
- L. The insurance companies shall have no recourse against the County of El Dorado, its officers and employees or any of them for payment of any premiums or assessments under any policy issued by any insurance company.
- M. Consultant's obligations shall not be limited by the foregoing insurance requirements and shall survive the expiration of this Agreement.



- N. In the event Consultant cannot provide an occurrence policy, Consultant shall provide insurance covering claims made as a result of performance of this Agreement for not less than three (3) years following completion of performance of this Agreement.
- O. The certificate of insurance shall meet such additional standards as may be determined by the contracting County department, either independently or in consultation with County's Risk Management Division as essential for protection of County.

#### **ARTICLE XXXI**

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

#### **ARTICLE XXXII**

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

#### **ARTICLE XXXIII**

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

1. Promptly give written notice to the other of the fact that it is unable to so perform and the cause(s) that is beyond its control.
2. Once the cause(s) has ceased, provide written notice to the other party and immediately resume its performance under this Agreement.

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

#### **ARTICLE XXXIV**

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

#### **ARTICLE XXXV**

**Conflict of Interest:** The parties to this Agreement have read and are aware of the provisions of Government Code section 1090, et seq. and the Political Reform Act of 1974 (section 87100, et seq.), relating to conflict of interest of public officers and employees. Individuals who are working for Consultant and performing work for County and who are considered to be Consultant within the meaning of Title 2 California Code of Regulations section 18700.3, as it now reads or may thereafter be amended, are required to file a statement of economic interest in accordance with County's Conflict of Interest Code. County's Contract Administrator shall at the time this Agreement is executed make an initial determination whether or not the individuals who will provide services or perform work pursuant to this Agreement are Consultants within the meaning of the Political Reform Act and County's Conflict of Interest Code. Statements of economic interests are public records subject to disclosure under the California Public Records Act.

Consultant covenants that during the term of this Agreement neither it, or any officer or employee of Consultant, has or shall acquire any interest, directly or indirectly, in any of the following:

1. Any other contract connected with, or directly affected by, the services to be performed by this Agreement.
2. Any other entities connected with, or directly affected by, the services to be performed by this Agreement.
3. Any officer or employee of County that are involved in this Agreement.

If Consultant becomes aware of a conflict of interest related to this Agreement, Consultant shall promptly notify County of the existence of that conflict, and County may, in its sole discretion, immediately terminate this Agreement by giving written notice of termination specified in ARTICLE XXVI, Default, Termination, or Cancellation.

Pursuant to Government Code section 84308 (SB 1439, the Levine Act), Consultant shall complete and sign the attached Exhibit D, marked "California Levine Act Statement," incorporated herein and made by reference a part hereof, regarding campaign contributions by Consultant, if any, to any officer of County.

## **ARTICLE XXXVI**

### **Nondiscrimination:**

- A. County may require Consultant's services on projects involving funding from various state and/or federal agencies, and as a consequence, Consultant shall comply with all applicable nondiscrimination statutes and regulations during the performance of this Agreement including at a minimum the following: Consultant and its employees, and representatives shall not unlawfully discriminate against any employee or applicant for employment because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, military and veteran status of any person, marital status, age, sex, gender, gender identity, gender expression, or sexual orientation. Consultant shall, unless exempt, comply with the applicable provisions of the Fair Employment and Housing Act (Government Code, section 12900, et seq.) and applicable regulations promulgated thereunder (2 California Code of Regulations, section 11000, et seq.); the applicable regulations of the Fair Employment and Housing Commission implementing Government Code, section 12990, set forth in Subchapter 5 of 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 and its employees and representatives shall give written notice of their obligations under this clause as required by law.
- B. Where applicable, Consultant shall include these nondiscrimination and compliance provisions in any of its agreements that affect or are related to the services performed herein.
- C. Consultant's signature shall provide any certifications necessary under the federal laws, the laws of the State of California, including at a minimum Government Code section 12990 and 2 California Code of Regulations, section 8103.

## **ARTICLE XXXVII**

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

## **ARTICLE XXXVIII**

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

#### **ARTICLE XXXIX**

**Resolution of Claims:** Consultant's attention is invited to Public Contract Code section 20104, et seq., for resolution of construction claims, and specifically section 20104.2. Claims pertaining to this Agreement shall be governed by the provisions of those sections.

Your attention is directed to Public Contract Code section 9204, which describes procedures for the resolution of claims on public works projects. Among other things, section 9204 requires the claimant to furnish reasonable documentation to support a claim, requires the public entity to respond to the claim within forty-five (45) days of receipt of the claim, and allows for the claimant to demand an informal meet and confer conference for settlement of the issues in dispute. For any portion of a claim that remains in dispute, section 9204 requires submission of the claim to nonbinding mediation. Additionally, section 9204 requires the public entity to make any payment due on an undisputed portion of the claim within sixty (60) days of the public entity's written response and to pay interest at the rate of seven percent (7%) per annum on any amounts not paid in a timely manner. The claims procedures described herein and in any other contract documents are in addition to the procedures required by section 9204 and, in the event of a conflict between those various procedures, the more stringent procedures will control.

#### **ARTICLE XL**

**California Forum and Law:** Any dispute resolution action arising out of this Agreement, including, at a minimum, litigation, mediation, or arbitration, shall be brought in El Dorado County, California, and shall be resolved in accordance with the laws of the State of California.

#### **ARTICLE XLI**

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

#### **ARTICLE XLII**

**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 XLIII**

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



**ARTICLE XLIV**

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

**ARTICLE XLV**

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

**ARTICLE XLVI**

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

**ARTICLE XLVII**

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

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

--COUNTY OF EL DORADO--

By: 

Board of Supervisors  
"County"

Dated: 1/12/25

Attest:  
Kim Dawson  
Clerk of the Board of Supervisors

By: 

Deputy Clerk

Dated: 1-7-25

--SALABER ASSOCIATES, INC.--

By: Bob LoRusso  
Bob LoRusso (Nov 12, 2024 12:54 PST)

Robert LoRusso  
Chief Executive Officer  
"Consultant"

Dated: 11/12/2024

By: Michael Van Over  
Michael Van Over (Dec 11, 2024 09:40 PST)

Mike Van Over  
Corporate Secretary

Dated: 12/11/2024

# **Salaber Associates, Inc.**

## **Exhibit A**

### **Scope of Work**

Consultant shall perform the tasks included in the Items of Work below to provide construction support services for the Diamond Springs Parkway - Phase 1B Project #36105011 (Project). County will provide all construction staking and materials testing services.

#### **DELIVERABLES:**

Unless otherwise indicated below, and notwithstanding any other provision of this Agreement to the contrary, Consultant shall submit hard copy deliverables via US Mail or in-person delivery and electronic copy deliverables via email or document control system to County's Contract Administrator and Project Manager. All deliverables, whether hard copy or electronic versions, shall be prepared and submitted in accordance with the computer and software requirements of ARTICLE I, Scope of Services, of this Agreement. All digital photographs shall be submitted on a USB drive in jpeg format with a minimum resolution of 2816 X 2112.

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

The deliverables schedule for each Item of Work listed below shall be discussed and agreed upon between Consultant and County's Contract Administrator, or designee.

#### **Item of Work A. Pre-Construction**

Consultant shall provide pre-construction services including, at a minimum:

1. Conduct and attend pre-construction meeting which includes the entire Project team.

**Deliverables:** Consultant shall facilitate the meeting and prepare the meeting minutes within five (5) working days of the meeting.

2. Document pre-construction conditions using digital photographs and video recordings. The documentation shall encompass the entire Project site and any off-site areas that may be affected by Project construction, with special attention given to environmentally sensitive areas and areas where private property meets County or State property. Consultant shall provide a digital camera for both still and video.

**Deliverables:** Consultant shall save all digital photographs and videos and submit to County on a USB drive in jpeg format with a minimum resolution of 2816 X 2112.

**Item of Work B. Construction Management During Construction**

Consultant shall provide construction management and engineering services including, at a minimum:

1. Excavation plan review, analysis, and responses to County's construction contractor.
2. Calculation, analysis, and review of temporary and finished elevations.
3. Analysis of formwork designs and systems.
4. Calculation of joint seal widths.
5. Development, analysis, and review of revisions to construction contract documents for incorporation into contract change orders (CCOs).
6. Prepare CCOs for County approval and execution.
7. Prepare responses to Notices of Potential Claims for County approval.
8. Perform Labor Compliance Interviews in accordance with the Local Assistance Procedures Manual.
9. Prepare Project correspondence including, at a minimum, letters, emails, memoranda, and reports sent to all Project stakeholders including, at a minimum, construction contractor and local businesses.
10. Facilitate meetings with the construction contractor, County, and other interested parties on a weekly basis. Prepare and distribute agendas and minutes for each meeting. Items covered at each meeting shall include, at a minimum, three-week look-ahead schedule, status of submittals, CCOs, requests for information (RFIs), current Project issues, overview of schedule performance, safety issues, scheduling of materials testing, survey staking, and overall Project progress.
11. Ensure the construction contractor compliance with all schedule requirements contained in the construction contract documents including review and approval of the contractor's Baseline Schedule. Consultant shall perform technical review of the contractor's Baseline Schedule, update schedules, as-built schedules, time impact analyses, and any other construction contractor submittals related to schedule. Monitor and review the construction contractor's progress relative to the construction contractor's schedule. By consulting with County's Project Manager, negotiating with the construction contractor, and enforcing the requirements contained in the construction contract documents, Consultant shall minimize delays caused by issues including, at a minimum, right-of-way delays, utility work, CCOs, inclement weather, and unforeseen conditions. Consultant shall notify the construction contractor and County's Project Manager when the construction contractor fails to keep pace with the construction contractor's schedule.
12. In accordance with the construction contract documents, County directives and the current edition of the Caltrans Construction Manual, Consultant shall generate monthly progress pay estimates to be used by County to pay the construction contractor. Consultant shall base the monthly progress pay estimates upon quantity calculation sheets developed by Consultant for each



contract item that show the calculations, measurements, or estimates made to support payment. Consultant shall inform the construction contractor of quantities for each item being paid each month prior to Consultant finalizing the monthly progress pay estimates so that any disputes regarding the amounts to be paid can be negotiated by Consultant and the construction contractor.

13. Analysis of job mix formulas including Portland Cement Concrete mix designs.
14. Shop drawing and working drawing review, analysis, and responses to County's construction contractor.
15. Maintain Project files in an organized, efficient, and logical manner that is consistent with County directives and the current edition of the Caltrans Construction Manual. Consultant shall submit draft table of contents of the filing system to County for comment, prior to beginning work.
16. As submittals are received by Consultant from the construction contractor, Consultant shall enter information for each submittal into a submittal log including, but not limited to, date received, submittal description, party responsible for review, response due date, actual response date, and submittal approval/rejection status. When Consultant is not responsible for submittal review, Consultant shall perform an initial review for submittal completeness and then forward the submittal to the party responsible for review of the submittal or return it to the construction contractor for modification and resubmittal. When Consultant is responsible for submittal review, Consultant shall review the submittal and respond in a timely manner consistent with the construction contract documents, County's directives, and the current edition of the Caltrans Construction Manual.
17. As RFIs are received by Consultant from the construction contractor, Consultant shall enter the date received into an RFI log. The RFI log shall contain information for each RFI including, at a minimum, date received, RFI description, and party responsible for review, target response date, actual response date, and RFI open/closed status. When Consultant is not responsible for RFI review, Consultant shall perform an initial review for RFI clarity and completeness and then forward the RFI to the party responsible for review of the RFI or return it to the construction contractor for modification and resubmittal. When Consultant is responsible for RFI review, Consultant shall review the RFI and respond to the construction contractor within five (5) working days of RFI receipt from the construction contractor.
18. Consultant shall be responsible for ensuring compliance with all the environmental requirements associated with the Project, include Project-specific requirements, permit requirements, and environmental stewardship.

**Deliverables:** Consultant shall place all data, calculations, and correspondence pertaining to construction administration and engineering in the Project files within five (5) working days of creating or receiving such data, calculations, or correspondence.

In accordance with County directives, the current editions of the *Caltrans Construction Manual* and the *Caltrans BCRP Manual*, Consultant shall perform construction inspection activities including, at a minimum:

**1) Construction Inspection:**

Consultant shall check the quality and quantity of the work performed by County's construction contractor, any subcontractor, and any utility companies. Consultant shall ensure construction Contractor, subcontractor, and utility company compliance with the construction contract documents, copies of which will be provided to Consultant by County. Items to be inspected shall include, at a minimum, construction materials, methods, techniques, and sequences, including verification of temporary and finished elevations. The on-site inspectors shall prepare Daily Inspection Reports each day that County's construction contractor, subcontractors, or utility company works on site. The Daily Inspection Reports shall document items including, at a minimum:

- a. The date and the day of the week
- b. Labor (names of personnel, names of their respective companies, and their respective labor classifications)
- c. Equipment (type, make, model, company that owns or is using the equipment, and the construction contractor's or subconsultant's equipment identification number)
- d. Weather
- e. Number of hours that labor and equipment were used on respective contract Items of Work
- f. Number of hours that labor and equipment that were used on respective Contract Change Orders (CCOs) and potential claim work
- g. Number of hours that labor and equipment were idle
- h. Specific times (e.g., 7:30 a.m. – 11:30 a.m., 12:30 p.m. – 4:00 p.m.) that Consultant's inspector was on site
- i. Narrative section that includes all pertinent observations and discussions that occurred that day, a general description of the work performed that day, and lists and locations of the construction contract item quantities constructed that day. The report must include accurate field measurements/quantities of materials incorporated into the work. Photographs must be date/time stamped and shall be included as part of the Daily Inspection Report.

**Deliverables:** Consultant shall provide the Daily Inspection Report form to County's Contract Administrator for review and approval prior to utilization. Consultant shall place the completed originals of the previous week's Daily Inspection Reports (including photographs) in the Project files before noon every Monday. Consultant shall provide quantity calculation sheets for documentation supporting the progress pay estimates. These calculation sheets shall be provided to the County by the 20<sup>th</sup> day of each month.

## **2) Traffic Control:**

During construction, Consultant shall assure the safety of the traveling public, pedestrians, bicyclists, and workers. Consultant shall monitor and verify that traffic control is installed and complies with County standards. Consultant shall request traffic control plans as required and coordinate with County and County Traffic Operations for approval.

**Deliverables:** Consultant shall keep traffic control plans on file in the Project files.

## **3) As-Built Plans:**

During construction, Consultant shall compile as-built plans by making notes and sketches on a set of Project plans, which will be provided to Consultant by County, that show changes made to the contract plans that did not require CCOs. In addition, Consultant shall incorporate changes implemented by CCOs into the contract plans by making notes and sketches on the as-built plans or by placing supplemental or replacement sheets included with the CCOs directly into the as-built plans.

**Deliverables:** Consultant shall keep as-built plans on file in the Project files.

## **4) Digital Photography:**

Consultant shall take digital photographs of the progression of work on a daily basis.

**Deliverables:** Consultant shall place digital photographs on a USB drive or document control system and provide to the County on a weekly basis. Consultant shall place copies of the digital photographs on a USB drive or document control system and place the USB drive in the Project files upon completion of Project.

## **5) Water Pollution Control:**

Consultant shall provide water pollution control services including, at a minimum:

- a. Consultant shall ensure construction contractor compliance with all water pollution control requirements, including at a minimum requirement in the contract documents, the Construction General Permit (CGP) issued by the State Water Resources Control Board, and all Project specific permits.
- b. Consultant shall ensure construction contractor compliance with Consultant's accepted Storm Water Pollution Prevention Program (SWPPP). Consultant shall ensure that any updates to construction contractor's accepted SWPPP are submitted, reviewed, and approved in accordance with the requirements in the construction contract documents.
- c. Consultant shall perform inspections of the construction contractor's water pollution control measures deployed at the Project site in accordance with the intervals described in the construction contract documents and in accordance with the CGP. Consultant shall coordinate inspections by State and Federal regulatory agencies at the Project site whenever such agencies request inspections.

**Item of Work C.**                      **Post Construction**

In accordance with County's Contract Administrator's directives and the current edition of the *Caltrans Construction Manual*, Consultant shall perform Project closeout duties including, at a minimum:

- a. Final inspection and walk-through to confirm all work has been completed in accordance with the contract documents and compile a Final Punch List.
- b. Preparation of the Proposed Final Estimate.
- c. Completion of as-built plans within thirty (30) days of work completion.
- d. Assist with project closeout forms.

**Deliverables:** Consultant shall place all data and correspondence pertaining to Project closeout in the Project files within five (5) working days of creating or receiving such data or correspondence.

**Optional Tasks**

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



# Salaber Associates, Inc.

## Exhibit B

### Rate Schedule

	2025	2026	2027
<b>Resident Engineer</b>			
Base Rate	\$291.00	\$305.00	\$320.00
<b>Inspector</b>			
Base Rate	\$198.00	\$208.00	\$218.00
Overtime (1.5x)	\$232.00	\$243.00	\$255.00
Overtime (2x)	\$265.00	\$278.00	\$292.00
Night Shift	\$215.00	\$225.00	\$237.00
Night Shift (1.5x)	\$252.00	\$265.00	\$278.00
Night Shift (2x)	\$289.00	\$303.00	\$318.00
<b>Office Engineer / Inspector</b>			
Base Rate	\$180.00	\$190.00	\$200.00
Overtime (1.5x)	\$211.00	\$220.00	\$233.00
Overtime (2x)	\$242.00	\$254.00	\$266.00
Night Shift	\$198.00	\$207.00	\$218.00
Night Shift (1.5x)	\$232.00	\$243.00	\$255.00
Night Shift (2x)	\$265.00	\$278.00	\$292.00

**Salaber Associates, Inc.**

**Exhibit C**

**Cost Proposal**

Item of Work A. Pre-Construction	\$ 82,152.00
Item of Work B. Construction Management During Construction	\$ 1,094,664.00
Item of Work C. Post Construction	\$ 86,184.00
Optional Tasks	<u>\$ 695,000.00</u>
<b>Total Budget</b>	<b>\$ 1,958,000.00</b>

The not-to-exceed amount for this Agreement is \$1,958,000. All expenses and their distribution among Items of Work are estimates only. This Exhibit represents the composition of the total not-to-exceed budget for this Agreement. In the performance of the Scope of Work to be provided in accordance with this budget, Consultant may request to reallocate the expenses listed herein among the various Items of Work identified herein, including Optional Tasks, subject to Contract Administrator's prior written approval. In no event shall the total not-to-exceed amount of this Agreement be exceeded.

# Salaber Associates, Inc.

## Exhibit D

### California Levine Act Statement

#### California Levine Act Statement

California Government Code section 84308, commonly referred to as the "Levine Act," prohibits any officer of El Dorado County from participating in any action related to a contract if he or she accepts, solicits, or directs any political contributions totaling more than two hundred and fifty dollars (\$250) within the previous twelve (12) months, and for twelve (12) months following the date a final decision concerning the contract has been made, from the person or company awarded the contract. The Levine Act also requires disclosure of such contribution by a party to be awarded a specific contract. An officer of El Dorado County includes the Board of Supervisors, any elected official, and the chief administrative officer(collectively "Officer"). It is the Consultant's responsibility to confirm the appropriate "Officer" and name the individual(s) in their disclosure.

Have you or your company, or any agent on behalf of you or your company, made any political contribution(s), or been solicited to make a contribution by an Officer or had an Officer direct you to make a contribution of more than \$250 to an Officer of the County of El Dorado in the twelve months preceding the date of the submission of your proposals or the anticipated date of any Officer action related to this contract?

☐ YES ☒ NO

If yes, please identify the person(s) by name:

Do you or your company, or any agency on behalf of you or your company, anticipate or plan to make any political contribution(s) of more than \$250 to an Officer of the County of El Dorado in the twelve months following any Officer action related to this contract?

☐ YES ☒ NO

If yes, please identify the person(s) by name:

Answering YES to either of the two questions above does not preclude the County of El Dorado from awarding a contract to your firm or any taking any subsequent action related to the contract. It does, however, preclude the identified Officer(s) from participating in any actions related to this contract.

11/12/2024

Date

Salaber Associates, Inc.

Type or write name of company

Bob LoRusso

Bob LoRusso (Nov 12, 2024 12:54 PST)

Signature of authorized individual

Bob LoRusso

Type or write name of authorized individual