

ORIGINAL

T. Y. Lin International

Environmental and Engineering Services for the Bucks Bar Road at the North Fork Cosumnes River – Bridge Replacement Project

AGREEMENT FOR SERVICES #551-S1411

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 T. Y. Lin International, a California corporation duly qualified to conduct business in the State of California, whose principal place of business is 2 Harrison Street, Suite 500, San Francisco, California 94105 and whose local office address is 3301 C Street, Building 100-M, Sacramento, California 95816 (hereinafter referred to as "Consultant");

RECITALS

WHEREAS, County has determined that it is necessary to obtain a consultant to assist its Community Development Agency, Transportation Division (Transportation Division), with environmental and engineering services for the Bucks Bar Road at the North Fork Cosumnes River – 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 the Bucks Bar Road at the North Fork Cosumnes River – Bridge Replacement Project (hereinafter referred to as "Project").
- B. 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, and

vehicles necessary to provide design and design engineering services, hydrology and hydraulic engineering services, geotechnical engineering services, environmental permitting, research, analysis and documentation, and other Project delivery support services including, but not limited to, those tasks identified in Exhibit A, marked "Scope of Work," incorporated herein and made by reference a part hereof.

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 Exhibit A shall be as specified therein, shall be prepared using the software described in Section E of this Article and shall be submitted in accordance with the timeframes and formats specified in Exhibit A. Adjustments to the completion times specified in Exhibit A may only be made in accordance with the written approval (may consist of an email) of County's Contract Administrator or designee.

County's Contract Administrator shall issue Consultant written Notices to Proceed for Tasks 1, 2, 3, 4, and 5 identified in Exhibit A and Consultant shall not commence work on any Task until receiving the Notice to Proceed. No payment will be made for any work performed prior to the date specified in the Notice to Proceed.

- C. 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, but not be limited to, 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 will identify the specific services to be provided for each assignment in individual Notices to Proceed. The tasks in Item of Work 6.4 – Design Services During Construction, will be assigned in individual Work Orders to be issued in accordance with this Agreement.

The specific services for each Optional Tasks assignment shall be determined at a meeting or telephone conference between Consultant and County's Contract Administrator, or designee, to discuss the needs, applicable design standards, required deliverables, specific Consultant staff or subconsultants to be used, and any task-related mileage budget, if applicable, on a task-by-task basis. 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 for the Optional Tasks, 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 Notice to Proceed or a Work Order, as applicable), which shall require written approval, authorization, and written notification to proceed from County's Contract Administrator, prior to commencement of the work. No payment will be made for any Optional Tasks assignment performed prior to approval and full execution of the Notice to Proceed or Work Order, as applicable, and no payment will be made for amounts in excess of the not-to-exceed amount of the Notice to Proceed or Work Order.

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

The period of performance shall be in accordance with the dates specified in each Notice to Proceed or Work Order. No payment will be made for any work performed before or after the period of performance in the Notice to Proceed or Work Order, unless County and Consultant amend the Notice to Proceed or Work Order. No Notice to Proceed or Work Order will be written which extends beyond the expiration date of this Agreement, nor the cumulative total of the not-to-exceed Agreement amount.

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

- D. If a submittal or Work Order deliverable is required to be an electronic file, Consultant shall produce the file using Microsoft (MS) Office 2010 applications (specifically, MS Word, MS Project and MS Excel). Signed reports shall be submitted in Adobe portable document format (pdf). All plans, specifications and similar documents shall be produced in MicroStation and submitted in both MicroStation and AutoCAD 2010 formats. All deliverables shall be submitted in language, format and design that are compatible with and completely transferable to County's computer and engineering applications and that are acceptable to County's Contract Administrator. Newer versions of software may be used and other engineering software used for analytical purposes may be authorized if approved by County's Contract Administrator. Consultant shall submit all deliverables to County's Contract Administrator in accordance with the completion time schedules identified in Exhibit A or in the individual Work Orders that may be issued for Optional Services. Failure to submit the required deliverables in the format required shall be grounds for termination of the Agreement, as provided in ARTICLE XVIII, Default, Termination, and Cancellation, herein.
- E. Consultant's responsibilities for compliance with Disadvantaged Business Enterprise (DBE) requirements are described in ARTICLE XLI, Disadvantaged Business Enterprise (DBE) Considerations, and in ARTICLE XLII, DBE Participation, herein.

All of the services included in this Article and Exhibit A, Scope of Work, 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 upon County's recordation of the Notice of Acceptance for the Project.

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

For the purposes hereof, the billing rates shall be in accordance with Exhibit B, marked "Rate Schedule," incorporated herein and made by reference a part hereof. The billing rates specified in the Agreement shall include direct salary cost, employee benefits, overhead and fee, as applicable. The hourly rates listed on the Rate Schedule shall not be adjusted for the performance period set forth in this Agreement. Subconsultant services, if any are authorized herein, shall be invoiced at Consultant's cost, without markup, for the services rendered. Any invoices that include subconsultant costs shall be accompanied by backup documentation to substantiate Consultant's cost for the subconsultant services being billed.

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

Reimbursement for mileage expenses for Consultant and subconsultants, 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 of California 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 XXXII, Cost Principles, herein. Mileage reimbursement rates apply to Consultant and to any subconsultants authorized under this Agreement. 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 Other Direct Costs in Exhibit C, marked "Cost Proposal*," 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 as a direct cost for any services performed under this Agreement by Consultant or by any authorized subconsultants.

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. The amounts indicated in Exhibit C represent the composition of the total not-to-exceed budget for the various tasks. In the performance of the scope of services to be provided under this Agreement, Consultant may request to reallocate the expenses listed in Exhibit C among the various Scope of Work tasks and items of work, Other Direct Costs, and Optional Tasks identified therein (not including subconsultants), subject to County's Contract Administrator's written approval. Consultant may request to reallocate the amounts listed herein for its subconsultants among each individual subconsultant's tasks or items of work (subconsultant direct costs) and subconsultant's Other Direct Costs and not among the various subconsultants, subject to County's Contract Administrator's written approval. In no event shall the total not-to-exceed amount of the Agreement be exceeded.

The total amount of this Agreement, including all of the services detailed in Exhibit A and including the Optional Tasks, if any, which may be assigned, and inclusive of all work of subconsultants, costs, expenses, and Work Orders shall not exceed \$683,074.34. It is understood and agreed that there is no guarantee that this amount will be authorized under this Agreement through Work Orders.

Itemized invoices shall follow the format specified by County and shall reference this Agreement number and the County-supplied Work Order number, if applicable, the Work Breakdown Structure (WBS) Activity Identification Codes (Activity IDs) applicable for each item of work and shall include the beginning and ending dates of the overall period of service for the invoice on their faces. 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 described in ARTICLE XLI, Disadvantaged Business Enterprise (DBE) Considerations, and in ARTICLE XLII, DBE Participation, herein.

In accordance with ARTICLE XVI, Prevailing Wage, Consultant shall provide County's Contract Administrator with certified payroll for applicable personnel for the period for which payment is requested and such certified payroll shall accompany each invoice submitted. The certified payroll shall contain information related only to the applicable Project. No invoice shall be paid until the certified payroll is submitted.

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

County of El Dorado
Community Development Agency
Transportation Division
2441 Headington Road
Placerville, California 95667
Attn: Robin Chronister
Administrative Technician

or to such other location as County directs.

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

Standards for Work: Services rendered under this Agreement shall be performed in accordance with current County, Caltrans and federal design criteria, regulations, policies, procedures, manuals, and standards, including the guidelines set forth in the *AASHTO Green Book - A Policy on Geometric Design of Highways and Streets*, the *Caltrans Highway Design Manual*, the *Caltrans Bridge Design Manuals*, the *2009 Caltrans Foundation Report Preparation for Bridges*, the *Caltrans Project Development Procedures Manual*, the *Caltrans Local Assistance Procedures Manual*, the *El Dorado County Design and Improvements Standards Manual*, the *El Dorado County Drainage Manual*, *Federal Highway Administration (FHWA) Hydraulic Engineering Circular No. 18 and No. 23*, and all other applicable Caltrans, FHWA, federal, state and local laws, County guidelines and accepted industry standards, and shall be performed in a safe, professional, skillful and workmanlike manner in accordance with good engineering practices.

Environmental services provided under this Agreement shall be performed in accordance with, and in full compliance with, County, Caltrans and 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 21000 et. seq., and in full compliance with CEQA Guidelines, California Code of Regulations, Title 14, Chapter 3, Sections 15000 et. seq., such that the work will result in NEPA and CEQA certifiable environmental documents. Services shall further conform to all State of California statutes, regulations and procedures (including those set forth in the *Caltrans Local Assistance Procedures Manual*, the *Local Assistance Program Guidelines*, the *Caltrans Environmental Handbooks*, and the *Caltrans Standard Environmental Reference*) 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 or in the Work Orders issued for Optional Tasks, pursuant to the Agreement or upon request by County's Contract Administrator.

Consultant has full responsibility for the accuracy and completeness of the plans and related designs, specifications, estimates, 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 VI

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

- A. The plan shall establish a process whereby calculations and plans are independently checked, corrected and back-checked, all draft and final reports are reviewed for accuracy, completeness, and readability before submittal, and all job-related correspondence and memoranda are routed and received by affected persons and then filed in the appropriate item of work Project file.
- B. Consultant is responsible for the accuracy and completeness of all data, plans, specifications and estimates prepared by Consultant under this Agreement and shall check all such material accordingly.
- C. Plans, designs, estimates, calculations, reports and other documents furnished under this Agreement shall be of a quality acceptable to County's Contract Administrator.
- D. A design, estimate, calculation, report or other document furnished under each item of work assigned is of acceptable quality when it is neat in appearance, well-organized, technically and grammatically correct, and checked.
- E. The minimum standard of appearance, organization and the content of any drawings and reports shall be that of similar types utilized by County. County will provide examples to Consultant upon request.

- F. The page identifying the preparer of engineering reports, the title sheet for specifications, and each sheet of plans shall bear the professional seal, certificate number, registration classification, expiration date of the certificate, and the signature of the professional engineers responsible for its preparation.
- G. Consultant shall maintain a complete Project file for each item of work performed under this Agreement. This file shall be made available to County's Contract Administrator, or designee, during normal County working hours and shall be transferred to County upon completion of work under the Agreement.

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

ARTICLE VII

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

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 VIII

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 IX

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

ARTICLE X

Consultant's Project Manager: Consultant designates Brian Hansen, P.E., Project Manager, as its Project Manager for this Agreement. Consultant's Project Manager, or County-approved designee, shall be accessible to County's Contract Administrator, or designee, during normal County working hours and shall respond within twenty-four (24) hours to County inquiries or requests. Consultant's Project Manager shall be responsible for all matters related to Consultant's personnel, operations and any subconsultants authorized under this Agreement including, 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. Project Manager must be a registered engineer in the State of California.

ARTICLE XI

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 Contract Administrator.

ARTICLE XII

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 XIII
Confidentiality:

- A. Consultant and any subconsultants authorized under this Agreement shall maintain the confidentiality and privileged nature of all records, including billing records, all financial, statistical, personal, technical, or other data and information relative to County's operations together with any knowledge therein acquired, in accordance with all applicable state and federal laws and regulations, as they may now exist or may hereafter be amended or changed. Consultant, and all Consultant's staff, employees, and representatives, including any subconsultants authorized herein, shall not use or disclose, directly or indirectly at any time, any said confidential information, other than to County's Transportation Division for the purpose of, and in the performance of, this Agreement.
- B. Permission granted by County to disclose information on one occasion shall not authorize Consultant or any subconsultants authorized under this Agreement, to further disclose such information, or disseminate the same on any other occasion.
- C. Consultant and any subconsultants authorized under this Agreement shall not comment publicly to the press or any other media regarding this Agreement or County's actions on the same, except to County's staff, Consultant's own personnel or authorized subconsultants involved in the performance of this Agreement, at public hearings or in response to questions from a Legislative committee.
- D. Consultant and any subconsultants authorized under this Agreement 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 Contract Administrator's written permission.
- E. All information related to any construction estimates prepared or otherwise obtained in the performance of this Agreement is confidential, and shall not be disclosed by Consultant to any entity other than to County.
- F. Any non-final or draft administrative reports, studies, materials and documentation, including but not limited to, all environmental documents and any Project Report (PR), relied upon, produced, created or utilized for any items of work performed under this Agreement shall be held in confidence pursuant to Government Code §6254.5(e) until release in accordance with 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 XIV

Subcontracting, 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. County may, at its sole discretion, through its Contract Administrator, authorize Consultant to utilize the specific subconsultants identified in Exhibit A hereto and the specific subconsultants authorized in individual Work Orders issued pursuant to this Agreement, for the specific tasks, items of work, and deliverables identified therein or as identified in the individual Work Orders issued pursuant to this Agreement. Said authorization and approval shall be sought and obtained by Consultant prior to subconsultants' commencement of any work under this Agreement. Specific subconsultants shall be authorized in Exhibit A or in the 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.

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

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

ARTICLE XV

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

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

ARTICLE XVI

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 authorized in the 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's Community Development Agency. 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 XVII

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

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

ARTICLE XVIII

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 this Agreement, as applicable. Upon receipt of a Notice of Termination, Consultant shall promptly discontinue all services affected, as of the effective date of termination set forth in such Notice of Termination, unless the Notice directs otherwise.
- E. Consultant shall comply with the requirements of this Article, regarding administrative, contractual, or legal remedies in instances of default, termination or cancellation and with other terms and conditions of County's grant funding agreements that provide for such sanctions and penalties as may be appropriate in instances where contract terms are violated or breached.
- F. Completion of Work: In the event of termination of the Agreement, for default or without cause, County reserves the right to take over and complete any work, service, or task by contract or by other means.
- G. The maximum amount for which County shall be liable if this Agreement is terminated is the not-to-exceed amount of the Work Order or the total amount of this Agreement, as applicable.

ARTICLE XIX

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
Community Development Agency
Transportation Division
2441 Headington Road
Placerville, California 95667

With a copy to:

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

Attn.: John Kahling, P.E.
Deputy Director, Engineering
Headington Engineering Unit

Attn.: Katy Sampson
Assistant Director
Administration and Finance

or to such other location as County directs.

Notices to Consultant shall be addressed as follows:

T. Y. Lin International
3301 C Street, Building 100-M
Sacramento, California 95816

Attn.: Elizabeth Wiecha,
Vice President

or to such other location as Consultant directs.

ARTICLE XX

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 XIX, 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 XXI

Indemnity: To the fullest extent allowed by law, Consultant shall defend, indemnify, and hold harmless the County and its officers, agents, employees and representatives from and against any and all claims, actions, losses, injuries, damages or expenses of every name, kind, and description, including litigation costs and reasonable attorney's fees incurred, brought for or on account of, injury to or death of any person, including but not limited to workers, County employees and the public, or damage to property, which arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of Consultant, its officers, agents, employees, volunteers, representatives, contractors and subcontractors.

This duty of Consultant includes the duty of defense, inclusive of that set forth in California Civil Code Section 2778. Each party shall notify the other party immediately in writing of any claim or damage related to activities performed under this Agreement. The parties shall cooperate with each other in the investigation and disposition of any claim arising out of the activities under this Agreement.

ARTICLE XXII

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

- A. Full Workers' Compensation and Employers' Liability Insurance covering all employees of Consultant as required by law in the State of California.
- B. Commercial General Liability Insurance of not less than \$1,000,000 combined single limit per occurrence for bodily injury and property damage and a \$2,000,000 aggregate limit.
- C. Automobile Liability Insurance of not less than \$1,000,000 is required in the event motor vehicles are used by Consultant in performance of the Agreement.
- D. In the event Consultant is a licensed professional 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 prior written notice to County; and
 2. The County of El Dorado, its officers, officials, employees, and volunteers are included as additional insured, on an additional insured endorsement, but only insofar as the operations under this Agreement are concerned. This provision shall apply to the general liability policy.
- I. Consultant's insurance coverage shall be primary insurance as respects County, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by County, its officers, officials, employees, or volunteers shall be in excess of Consultant's insurance and shall not contribute with it.
 - J. Any deductibles or self-insured retentions must be declared to, and approved, by County. At the option of County, either: The insurer shall reduce or eliminate such deductibles or self-insured retentions as respects County, its officers, officials, employees, and volunteers; or Consultant shall procure a bond guaranteeing payment of losses and related investigations, claim administration, and defense expenses.
 - K. Any failure to comply with the reporting provisions of the policies shall not affect coverage provided to County, its officers, officials, employees, or volunteers.
 - L. The insurance companies shall have no recourse against the County of El Dorado, its officers 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 XXIII

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 XXIV

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 shall disclose any financial, business or other relationship with County that may have an impact upon the outcome of this Agreement or any ensuing County construction project. Consultant shall also list current clients who may have a financial interest in the outcome of this Agreement or any ensuing County construction project. Consultant has acknowledged this interest of consultant and Consultant has duly executed Exhibit D, marked "Interest of Consultant Disclosure Statement," incorporated herein and made by reference a part hereof. Consultant herein certifies that Consultant does not now have nor shall acquire any financial or business interest that would conflict with the performance of services under this Agreement.

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

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.

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 XXV

Conflict of Interest: The parties to this Agreement have read and are aware of the provisions of Government Code Section 1090 et seq. and Section 87100 relating to conflict of interest of public officers and employees. Consultant attests that it has no current business or financial relationship with any County employee(s) that would constitute a conflict of interest with provision of services under this Agreement and will not enter into

any such business or financial relationship with any such employee(s) during the term of this Agreement. County represents that it is unaware of any financial or economic interest of any public officer or employee of Consultant relating to this Agreement. It is further understood and agreed that if such a financial interest does exist at the inception of this Agreement either party may immediately terminate this Agreement by giving written notice as detailed in ARTICLE XVIII, Default, Termination, and Cancellation, herein.

ARTICLE XXVI

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 XXVII

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

ARTICLE XXVIII

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 XXIX

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 XXX

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 the Federal Highway Administration (FHWA) grant funding requirements, regulations, and related executive orders regarding the use, expenditure, control, reporting, allowable costs and management of such funds.

The following Office of Management and Budget (OMB) Circulars, as applicable, and as implemented by various parts of the Code of Federal Regulations (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 XXXI

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 3301 C Street, Building 100-M, Sacramento, California 95816.

ARTICLE XXXII

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. For the purposes of this Agreement, travel and per diem costs will not be reimbursed for any services performed by Consultant or any authorized subconsultant.

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

ARTICLE XXXIII

Audit and Inspection of Records: Consultant shall maintain and make available to the FHWA, the State of California, 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 XXX, Compliance with Federal, State and Local Agency Requirements, and ARTICLE XXXII, Cost Principles, above. These books, papers, records, claims and accounts shall be made available for examination during normal business hours and shall be readily available and accessible at Consultant's principal place of business in California, for audit during normal business hours at such place of business. Consultant shall provide office space, photocopies and other assistance to enable audit or inspection representatives to conduct such audits or inspections. This right to audit books and records directly related to this Agreement shall also extend to all subconsultants authorized under this Agreement. Consultant shall incorporate this provision in any subcontract entered into as a result of this Agreement and shall require its subconsultants to agree to cooperate with the listed agencies by making all appropriate and relevant Project records available to those agencies for audit and copying.

ARTICLE XXXIV

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, as applicable, by the United States Department of Transportation, the FHWA, Comptroller General of the United States, the State of California, 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 XXXV

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 E, marked "Certification of Consultant," incorporated herein and made by reference a part hereof.

ARTICLE XXXVI

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 V, Standards for Work, above, or in the individual Work Orders issued pursuant to this Agreement.

ARTICLE XXXVII

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

ARTICLE XXXVIII

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 XXXIX

Copyrights: County may permit copyrighting reports or other Agreement products. If copyrights are permitted, County, the FHWA and the State of California shall have the

royalty-free non-exclusive and irrevocable right to reproduce, publish, or otherwise use, and to authorize others to use, the work for Federal Government purposes:

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

Consultant shall incorporate this provision in its subcontracts, if any, in excess of \$25,000.

ARTICLE XL

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 XLI

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 1.0%.**

ARTICLE XLII

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. Consultant has prepared and submitted with its proposal, a "Local Agency Consultant DBE Commitment" form. 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. The Local Agency Consultant DBE Commitment form, 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. DBEs and other small businesses, as defined in 49 CFR, Part 26 are encouraged to participate in the performance of agreements financed in whole or in part with federal funds. Consultant, subrecipient or subconsultant shall not discriminate on the basis of race, color, national origin, or sex in the performance of this Agreement. Consultant shall carry out applicable requirements of 49 CFR, Part 26 in the award and administration of US DOT-assisted agreements. Failure by Consultant to carry out these requirements is a material breach of this Agreement, which may result in the termination of this Agreement or such other remedy as County deems appropriate.
- C. Any subcontract entered into as a result of this Agreement shall contain all of the provisions of this Article.
- D. A DBE may be terminated only with prior written approval from County and only for the reasons specified in 49 CFR 26.53(f). Prior to requesting County's consent for the termination, Consultant must meet the procedural requirements specified in 49 CFR 26.53(f).

ARTICLE XLIII

Nondiscrimination:

- A. In connection with its performance under this Agreement, Consultant and its subconsultants, if any, 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, harass, or allow harassment against any employee or applicant for employment because of race, religious creed, color, national origin, ancestry, physical disability, medical condition, mental disability, marital status, age, sex, or denial of family care leave. Consultant and subconsultants, if any are authorized herein, shall insure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. Consultant and subconsultants if any are authorized herein, shall, unless exempt, comply with the applicable provisions of the Fair Employment and Housing Act (Government Code, Sections 12990 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 are incorporated into this Agreement by reference and made a part hereof as if set forth in full. Consultant, its employees, subconsultants and representatives shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement.

- 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 USDOT FHWA 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 (4) 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 XLIV

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 XLV

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, Parts 180 and 1200, Debarment and Suspension Certificate, which certifies that it or any person associated therewith in the capacity of the owner, partner, director, officer or manager, is not currently under suspension, debarment, voluntary exclusion or determination of ineligibility by any federal agency; has not been suspended, debarred, voluntarily excluded or determined ineligible by any federal agency within the past three (3) years; does not have a proposed debarment pending; and has not been indicted, convicted or had a civil judgment rendered against it by a court of competent jurisdiction in any manner involving fraud or official misconduct within the past three (3) years. Any exceptions to this certification must be disclosed to County.
- B. Exceptions will not necessarily result in denial of recommendation for award, but will be considered in determining Consultant responsibility. Disclosures must indicate to whom exceptions apply, initiating agency and dates of action.

- C. Consultant agrees to include this Article without modification in all subcontracts, if any.
- D. Exceptions to the Federal Government Excluded Parties List System maintained by the General Services Administration are to be determined by the FHWA.

ARTICLE XLVI

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; 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 XLVII

Disputes:

- A. Any dispute, other than audit, concerning a question of fact arising under this Agreement that is not disposed of by agreement shall be decided by a committee consisting of County's Contract Administrator and the Community Development Agency Director, or designee, which may consider written or verbal information submitted by Consultant.

- B. Not later than thirty (30) days after completion of all work under any individual Work Order issued pursuant to this Agreement, Consultant may request review by County's Board of Supervisors of unresolved claims or disputes, other than audit. The request for review 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 XLVIII

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 Consultant from full and timely performance, in accordance with the terms of this Agreement.
- D. Consultant and its subconsultants' Agreements, if any, including cost proposals and indirect cost rates (ICR), are subject to audits or reviews such as, but not limited to, a Contract Audit, an Incurred Cost Audit, an ICR Audit, or a Certified Public Accountant (CPA) ICR Audit Workpaper Review. If selected for audit or review, the Agreement, cost proposal and ICR and related workpapers, if applicable, will be reviewed to verify compliance with 48 CFR, Part 31 and other related laws and regulations. In the instances of a CPA ICR Audit Workpaper Review, it is Consultant's responsibility to ensure federal, state, or local government officials are allowed full access to the CPA's workpapers. The Agreement, cost proposal, and ICR shall be adjusted by Consultant and approved by County's Contract Administrator to conform to the audit or review recommendations. Consultant agrees that individual terms of costs identified in the audit report shall be incorporated into the Work Order by this reference if directed by County, at its sole discretion. Refusal by Consultant to incorporate audit or review recommendations, or to ensure that the Federal, State, or local governments have access to CPA workpapers, will be considered a breach of the Agreement terms and cause for termination of the Agreement and disallowance of prior reimbursed costs.

ARTICLE XLIX

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

ARTICLE L

Safety:

- A. Consultant shall comply with OSHA regulations applicable to Consultant regarding necessary safety equipment or procedures. Consultant shall comply with safety instructions issued by County's Safety Officer and other County representatives. Consultant's personnel and any subconsultants authorized herein shall wear hard hats and safety vests at all times while working on construction project sites.
- B. Pursuant to the authority contained in Section 591 of the Vehicle Code, County has determined that there are areas that may be within the limits of certain projects that are open to public traffic. Consultant shall comply with all of the requirements set forth in Divisions 11, 12, 13, 14 and 15 of the Vehicle Code. Consultant shall take all reasonably necessary precautions for safe operation of its vehicles and the protection of the traveling public from injury and damage from such vehicles.
- C. Consultant must have a Division of Occupational Safety and Health (CAL-OSHA) permit(s), as outlined in California Labor Code Sections 6500 and 6705, prior to the initiation of any practices, work, method, operation, or process related to the construction or excavation of trenches which are five (5) feet or deeper.
- D. Any subcontract entered into as a result of this Agreement, shall contain all of the provisions of this Article.

ARTICLE LI

Claims Filed by County's Construction Contractors:

- A. If claims are filed by County's construction contractors relating to work performed by Consultant's personnel or subconsultants, and additional information or assistance from Consultant's personnel or subconsultants is required in order to evaluate or defend against such claims, Consultant agrees to make its personnel and/or subconsultants available for consultation with County's construction contract administration and legal staff and for testimony, if necessary, at depositions and at trial or arbitration proceedings.
- B. Consultant's personnel and subconsultants that County considers essential to assist in defending against construction contractor claims will be made available on reasonable notice from County. Any consultation or testimony that may be required by County will be reimbursed at the same rates that are being paid for Consultant's personnel services under Exhibit B hereto.
- 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 LII

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

ARTICLE LIII

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

ARTICLE LIV

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

ARTICLE LV

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 LVI

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 LVII

Equipment Purchase

- A. Prior authorization in writing, by County's Contract Administrator shall be required before Consultant enters into any unbudgeted purchase order, or subcontract exceeding \$5,000 for supplies, equipment, or Consultant services. Consultant shall provide an evaluation of the necessity or desirability of incurring such costs.
- B. For purchase of any item, service or consulting work not covered in Consultant's Cost Proposal and exceeding \$5,000, prior authorization by County's Contract Administrator is required; three (3) competitive quotations must be submitted with the request, or the absence of bidding must be adequately justified.
- C. Any equipment purchased as a result of this Agreement is subject to the following: "The Consultant shall maintain an inventory of all nonexpendable property. Nonexpendable property is defined as having a useful life of at least two (2) years and an acquisition cost of \$5,000 or more. If the purchased equipment needs replacement and is sold or traded in, County shall receive a proper refund or credit at the conclusion of the Agreement, or if the Agreement is terminated, Consultant may either keep the equipment and credit County in an amount equal to its fair market value, or sell such equipment at the best price obtainable at a public or private sale, in accordance with established County procedures; and credit County in an amount equal to the sales price. If Consultant elects to keep the equipment, fair market value shall be determined at Consultant's expense, on the basis of a competent independent appraisal of such equipment. Appraisals shall be obtained from an appraiser mutually agreeable to by County and Consultant, if it is determined to sell the equipment, the terms and conditions of such sale must be approved in advance by County." 49 CFR, Part 18 requires a credit to Federal funds when participating equipment with a fair market value greater than \$5,000.00 is credited to the Project.
- D. All subcontracts in excess of \$25,000 shall contain the above provisions.

ARTICLE LVIII

Contract Administrator: The County Officer or employee with responsibility for administering this Agreement is John Kahling, P.E., Deputy Director, Engineering,

Headington Engineering Unit, Transportation Division, Community Development Agency, or successor.

ARTICLE LIX

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 LX

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 LXI

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 LXII

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 LXIII

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

Requesting Contract Administrator Concurrence:

By:  Dated: June 5, 2014
for John Kahling, P.E.
Deputy Director, Engineering
Headington Engineering Unit
Transportation Division
Community Development Agency

Requesting Division Concurrence:

By:  Dated: 6/6/14
Bard R. Lower
Transportation Division Director
Community Development Agency

Requesting Department Concurrence:

By:  Dated: 6/9/14
Steven M. Pedretti, Director
Community Development Agency

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

--COUNTY OF EL DORADO--

By: 
Norma Santiago
Board of Supervisors
"County"

Dated: 7-15-14

Attest:
James S. Mitrison
Clerk of the Board of Supervisors

By: 
Deputy Clerk

Dated: 7-15-14

--T. Y. LIN INTERNATIONAL--

By: 
Elizabeth Wiecha
Vice President
"Consultant"

Dated: 3 Jun 2014

By: 
Veronica Fennie
Chief Accounting Officer

Dated: 3 June 2014

T. Y. LIN INTERNATIONAL

Exhibit A

Scope of Work

SCOPE OF WORK DESCRIPTION:

This Agreement encompasses the environmental and engineering services for the Bucks Bar Road at the North Fork Cosumnes River - Bridge Replacement Project (Project). The Project is currently programmed in the Federal Highway Administration (FHWA) Highway Bridge Program (HBP), which is administered by the State of California through Caltrans under a Master Agreement with the County.

County will coordinate grant paperwork, prepare Project plans and specifications with the exception of bridge and retaining wall structures, design utility relocations and coordinate with appropriate companies, and conduct all right-of-way activities. Consultant and its subconsultants, WRECO, Sycamore Environmental Consultants, Inc. (Sycamore), and Sycamore's subconsultant Tremaine & Associates, Inc. (Tremaine), shall perform the tasks included in the Tasks and 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 Tasks and Items of Work herein.

Unless otherwise indicated below, Consultant shall submit draft documents and reports to County's Contract Administrator (CA) for review and comment. Consultant shall incorporate CA comments into the final documents or reports subject to agreement by Consultant and CA.

Draft deliverables shall be submitted in electronic Microsoft Word (Word) format to the CA unless otherwise stated. Final deliverables shall be submitted in Adobe Portable Document Format (pdf) to the CA unless otherwise stated. The budgeted cost includes up to two (2) rounds of review by County for all deliverables unless otherwise mentioned.

Due to unforeseen delays, adjustments to the completion times specified in the Items of Work herein may only be made with prior written approval (may consist of an email) of CA.

The scope of work outlines key tasks and subtasks that are critical to the development of the Project.

The six (6) primary tasks listed below are the required tasks to complete the environmental and design portion of the Project. Task 1, Project Management is spread throughout all tasks.

- Task 1 - Project Management
- Task 2 - Preliminary Engineering and Environmental
- Task 3 - Hydraulics
- Task 4 - Geotechnical
- Task 5 - Plans, Specifications, and Estimate (PS&E)
- Task 6 - Optional Tasks

Task 1: Project Management

Item of Work 1.1 - Project Management – D010I (WBS Activity ID)

Consultant shall provide Project management, coordination, supervision of Project team members, and quality assurance/quality control of deliverables necessary to facilitate the performance and of the work produced in accordance with the conditions of this agreement.

Consultant shall prepare a Project Management Plan (PMP) that will facilitate Project management and coordination during the PS&E development. This PMP shall consist of guidance for monitoring the design in conformance with County guidelines (and Caltrans where appropriate); ensuring quality control (QC); maintaining Project files; developing a Project schedule that shall be updated monthly to reflect progress on the deliverables; execution of a QC plan; management of subconsultant contracts and invoicing; preparation of a monthly invoice.

Consultant shall submit written progress reports in accordance with ARTICLE VI, Progress Reports, and shall include it with the monthly invoice.

Activities:

- Consultant shall schedule a kick-off meeting with County and PDT at CA's Placerville office and prepare kick-off meeting agenda.
- Conduct a kick-off meeting with County and the Project Development Team (PDT).
- Prepare kick-off meeting minutes.
- Prepare PMP.
- Prepare monthly progress reports, invoices and schedule updates.
- Maintain QC plan and ensure that reports, plans, studies, estimates and other applicable deliverables submitted are complete, accurate, checked, and proofread.

Deliverables:

- Consultant shall submit one (1) electronic copy of the kick-off meeting agenda to CA.
- Consultant shall submit one (1) electronic copy of the kick-off meeting minutes to CA.
- Consultant shall submit one (1) electronic copy of PMP to CA.
- Consultant shall prepare and submit one (1) hard copy of monthly invoices submitted with progress report to CA.
- Consultant shall submit one (1) electronic copy of Project schedule updates to CA.
- Consultant shall submit monthly QC plan updates to CA via electronic mail.

Duration:

- Kick-off meeting shall be scheduled within two (2) weeks of full execution of Notice to Proceed.
- Kick-off meeting agenda shall be submitted prior to the meeting. Kick-off meeting minutes shall be submitted within three (3) business days following the meeting.
- PMP, monthly invoices, Project schedule updates, and QC plan updates shall be submitted monthly for the duration of the Project to CA.

Item of Work 1.2 - Project/Design Coordination/Meetings – D010I (WBS Activity ID)

Consultant and Sycamore shall coordinate as requested with the County and the PDT to obtain or exchange data, develop design alternatives, and discuss scheduling implications of

environmental regulations. Consultant's coordination with Sycamore shall be on an as-needed basis, as requested by County or members of the PDT, to provide environmental support for the Project.

Sycamore shall compile and maintain the Environmental Commitments Record (ECR) for the biological and cultural phases of the Project. The ECR includes the avoidance, minimization measures, permit conditions, and mitigation requirements.

Activities:

- Organize, conduct, and document up to nineteen (19) monthly PDT meetings to discuss action items from previous meetings, work progress, planned work for the next period, current and potential problems and their risks and recommended resolutions, and other Project items.
- Organize, conduct, and document up to four (4) additional coordination meetings as needed.
- Sycamore shall participate in one (1) kick-off/field review meeting, and up to six (6) PDT meetings, two (2) technical coordination meetings, and one (1) public hearing required for CEQA/NEPA compliance.
- Sycamore shall compile and maintain the ECR.

Deliverables:

- Documentation/minutes from all meetings, including agendas and action item lists shall be submitted to CA.
- One (1) electronic copy and one (1) hard copy of the ECR shall be submitted to CA.

Duration:

- Meeting agendas shall be submitted prior to the meeting. Meeting minutes shall be submitted within three (3) business days following the meeting.
- PDT meetings and coordination meetings shall be ongoing from NTP to Project completion.
- Draft ECR shall be submitted to CA within two (2) weeks of completion of the environmental document.
- Final ECR shall be submitted to CA within one (1) week from receiving County's comments on the Draft ECR.

Task 2: Preliminary Engineering and Environmental

Item of Work 2.1 - Supplemental Feasibility Study Report – P305P (WBS Activity ID)

Consultant shall prepare a supplemental report to the approved Feasibility Study Report completed in 2010 to address Project changes and further refinements to the geometrics and structure type. The Supplemental Feasibility Study Report (SFSR) shall be in a memo format and document the decision making process for selection of the preferred alternative for evaluation in the environmental document. County will document all refinements to the roadway geometrics and submit to Consultant for inclusion in the SFSR. The SFSR shall include the following deliverables as new attachments:

2.1.1 Geometric Approval Drawings (GADs) - P455P (WBS Activity ID):

County will review AASHTO, County, and Caltrans highway design criteria and prepare Draft and Final GADs, to include the typical section, plan, profile, and superelevation diagram.

Consultant shall review the updated Roadway Design Criteria Memorandum and GADs prepared by County to provide concurrence on the geometrics prior to initiating any structural design. Consultant shall also verify that the GADs have sufficient detail to support the environmental studies.

2.1.2 Design Exception Fact Sheets - P455P (WBS Activity ID): Consultant shall review any Fact Sheets for Exceptions to Design Standards prepared by County.

2.1.3 Type Selection/Advance Planning Study Report - P415P (WBS Activity ID): Consultant shall prepare three (3) Bridge Advance Planning Studies and one (1) Type Selection Report. The Type Selection Report (TSR) shall be developed to present design features of the bridge in a format similar to Caltrans Memo to Designers Section 1-29, and also include a structure type recommendation.

Activities:

- Complete draft and final SFSR.
- Complete draft and final Roadway Design Criteria and GADs Memorandum.
- Review Design Exception Fact Sheets.
- Complete draft and final Advance Planning Studies and draft and final Type Selection Report.

Deliverables:

- Consultant shall submit one (1) electronic copy of the draft SFSR to CA.
- Consultant shall submit one (1) electronic copy and one (1) hard copy of the final SFSR to CA.
- Consultant shall submit one (1) electronic set of comments after its review of the draft Roadway Design Criteria Memorandum and GADs to CA.
- Consultant shall submit one (1) electronic copy of the Final Roadway Design Criteria Memorandum to CA.
- Consultant shall submit one (1) electronic copy of any comments from its review of the Design Exception Fact Sheets to CA.
- Consultant shall submit one (1) electronic copy and two (2) hard copies of the Advance Planning Study Report to CA.
- Consultant shall submit one (1) electronic copy and two (2) hard copies of the Type Selection Report to CA.

Duration:

- Draft Roadway Design Criteria and GADs Memorandum shall be submitted to CA within ten (10) business days from receiving GADs from County. Draft Advance Planning Study (APS) shall be submitted to CA within ten (10) business days from complete approved GAD.
- Draft Type Selection Report (TSR) shall be submitted to CA within five (5) business days from approved APS, Water Quality Requirement Memorandum, complete Preliminary Foundation Report, and complete Bridge Design Hydraulic Study.
- Draft SFSR shall be submitted to CA within twenty (20) business days from approved Type Selection Report.

- Final SFSR, Final Roadway Design Criteria and GADs Memorandum, Final Advance Planning Study, and Final Type Selection Report shall be submitted to CA within ten (10) business days from receiving County comments on the Draft Supplemental Feasibility Study Report, Draft Roadway Design Criteria Memorandum, Draft Design Exception Fact Sheet, Draft Advance Planning Study, and Draft Type Selection Report.
- Consultant shall submit review comments for Design Exception Fact Sheets within ten (10) business days from receiving Design Exception Fact Sheet from County.

Item of Work 2.2 - Cultural Resources Reports - P500P (WBS Activity ID)

Bedrock mortars have been identified as archaeological resources within the Area of Potential Effects (APE). Tremaine shall prepare the Archaeological Survey Report (ASR) and Historic Property Survey Report (HPSR) pursuant to Caltrans standards to evaluate the new roadway alignment. These reports will detail survey and research methods, background history (including the previously evaluated alignment), and findings and conclusions regarding the field survey. Sycamore shall ensure the HPSR and ASR document supports CEQA, NEPA, and Section 106 of the National Register of Historic Places findings. Tremaine shall prepare avoidance, minimization, and mitigation measures pursuant to the findings of the ASR and HPSR reports.

County will secure Right-of-Entry for the study duration.

Subtasks of this Item of Work include:

APE Map Revisions: Tremaine shall coordinate with Sycamore to update the APE map in accordance with Caltrans standards and Attachment 3 of the *Programmatic Agreement among the Federal Highway Administration, the Advisory Council on Historic Preservation, the California State Historic Preservation Office and Caltrans regarding Compliance with Section 106 of the National Historic Preservation Act*. The APE map shall include an update to the Area of Direct Impacts for the new alignment.

Records Search and Literature Review: Tremaine shall conduct a records search at the North Central Information Center of the California Historical Resource Information System. Cultural resource inventories shall be reviewed to identify cultural resources within and adjacent to the APE that may be considered eligible for listing on the National Register of Historic Places or the California Register of Historical Resources. Historic maps and aerials, as well as soils and geologic maps shall also be reviewed. Additionally, consultation shall occur with the Native American Heritage Commission, Native American community and local preservation societies.

Field Review: Tremaine shall schedule and conduct a field review with Caltrans, Consultant, and County, in addition to a field review with Native American tribes.

Field Survey: Tremaine shall conduct a field survey and record resources using the Caltrans-approved APE map. Sites and isolates shall be recorded, photographed, and position data gathered with a hand-held GPS unit using the same coordinate system as the Project base map.

Historic Resources Evaluation Report (HRER): Tremaine shall prepare an HRER pursuant to Caltrans standards to re-evaluate if the cabin located at 5641 Bucks Bar Road is eligible for the National Register of Historic Places or California Register of Historical Resources.

Activities:

- Schedule and Conduct Field Reviews.
- Conduct Field Survey.

- Conduct Records Search and Literature Review.
- Prepare APE Map revisions.
- Prepare ASR and HPSR.
- Prepare avoidance, minimization, and mitigation measures pursuant to the findings of the ASR and HPSR reports.
- Prepare Historic Resources Evaluation Report.

Deliverables:

- Consultant shall schedule the field review and prepare all required field data forms. Consultant shall provide one (1) electronic copy of both draft and final field data forms to CA.
- Consultant shall provide one (1) electronic and one (1) hard copy of the updated APE Map to CA.
- Consultant shall provide one (1) electronic copy and one (1) hard copy of the updated ASR to CA.
- Consultant shall provide one (1) electronic copy and one (1) hard copy of the updated HPSR to CA.
- Consultant shall prepare and submit one (1) electronic copy of the draft HRER to CA.
- Consultant shall prepare and submit one (1) electronic copy and one (1) hard copy of the final HRER to CA.

Duration:

- Field surveys will be conducted within thirty (30) business days of completion of 35% design.
- Draft Updated APE Map, Draft ASR, and Draft HPSR shall be submitted to CA within fifty (50) business days after completion of 35% design.
- Final Updated APE Map, Final ASR, and Final HPSR shall be submitted to CA within ten (10) business days from receiving County's comments on the Draft Updated APE Map, Draft ASR, and Draft HPSR.
- Consultant shall prepare and submit HRER to CA within fifty (50) business days after completion of 35% design.

Item of Work 2.3 – Natural Environmental Study (NES) Letter Update - P500P (WBS Activity ID)

Sycamore shall prepare a letter update to the previous NES finalized in May 2011. The update shall include a query of the California Natural Diversity Database and obtaining a list from the U.S. Fish and Wildlife Service to determine if any additional species need to be evaluated for the new alignment. Sycamore shall conduct fieldwork to determine the potential for occurrence of special-status species and sensitive habitats. The NES Letter Update shall evaluate potential Project impacts and incorporate resource agency comments. Sycamore shall prepare avoidance, minimization, and mitigation measures as needed.

Consultant and Sycamore shall conduct a field review of the study area along with representatives from County and Caltrans to confirm existing conditions preliminary design assumptions and parameters. Consultant shall confer with Caltrans Office of Structures Local Assistance and Caltrans District of Local Assistance as necessary to confirm Project assumptions and physical Project limits for eligibility for HBP funding.

Activities:

- Prepare an AutoCAD map of biological resources using Consultant's basemap.
- Prepare NES Letter Update.

Deliverables:

- Consultant shall submit one (1) electronic copy in both Word and PDF formats of the draft NES Letter Update to CA.
- Consultant shall submit one (1) electronic copy and one (1) hard copy of the final NES Letter Update to CA.
- Consultant shall submit the AutoCAD file either electronically or on CD to CA.

Duration:

- Draft NES Letter Update shall be submitted to CA within twenty (20) business days from completion of 35% design.
- Final NES Letter Update shall be submitted to CA within twenty (20) business days from receiving County comments on the Draft NES Letter update.
- Consultant shall submit the AutoCAD file with submittal of Final NES Letter Update.

Item of Work 2.4 – CEQA/NEPA Documentation - P500P (WBS Activity ID)

Sycamore shall prepare documentation that satisfies CEQA requirements. An Initial Study/Mitigated Negative Declaration (IS/MND) is assumed under this work plan to be the likely documentation for CEQA. This task is complete when the County Board of Supervisors adopts the CEQA document. County will prepare the staff report, and agendaize the IS/MND.

Sycamore shall coordinate with Caltrans for NEPA documentation, including wetlands only practicable findings, flood plains only practicable findings, and other findings, if applicable. A Categorical Exclusion is the expected NEPA documentation.

Sycamore shall prepare an administrative CEQA draft IS/MND that summarizes the results of the environmental technical studies, document the Project purpose and need, the alternatives development and screening process, and summarize the public outreach process conducted as part of environmental compliance.

Sycamore shall prepare and publish the Notice of Intent to Adopt and prepare any comments received during the circulation.

Sycamore shall prepare the final IS/MND, Notice of Determination (NOD), and Mitigation Monitoring Plan. County will file the NOD with County Recorder-Clerk's office.

All deliverables assume up to two (2) rounds of review by County and Caltrans.

Activities:

- Prepare an administrative draft IS/MND using County's format.
- Circulate the draft IS/MND for public comment.
- Prepare and publish draft and final Notice of Intent to Adopt. Responses shall be prepared if any comments are received during the circulation period.
- Prepare draft and final NOD and draft and final Mitigation Monitoring Plan. County will file the NOD with County's Recorder-Clerk's office.

Deliverables:

- Sycamore shall prepare and submit one (1) electronic copy in both Word and PDF formats to CA of the draft IS/MND (includes but not limited to the Initial Study Checklist with associated impacts and mitigation measures).
- Sycamore shall prepare and submit one (1) electronic copy and three (3) hard copies to CA of the public circulation draft IS/MND (includes but not limited to the Initial Study Checklist with associated impacts and mitigation measures).
- Sycamore shall prepare and submit one (1) electronic copy, three (3) hard copies and one (1) photo-ready copy to CA of the final IS/MND (includes but not limited to the Initial Study Checklist with associated impacts and mitigation measures).
- Sycamore shall prepare and submit one (1) electronic copy in both MS Word and PDF formats of the draft Notice of Intent to Adopt to CA.
- Sycamore shall prepare and submit one (1) electronic copy and one (1) hard copy of the final Notice of Intent to Adopt to CA.
- Sycamore shall prepare and submit one (1) electronic copy in both Word and PDF formats of the draft Notice of Determination to CA.
- Sycamore shall prepare and submit one (1) electronic copy and one (1) hard copy of the final Notice of Determination to CA.
- Sycamore shall prepare and submit one (1) electronic copy in both Word and PDF formats of the draft Mitigation Monitoring Plan to CA.
- Sycamore shall prepare and submit one (1) electronic copy and one (1) hard copy of the final Mitigation Monitoring Plan to CA.
- Sycamore shall prepare all responses and comments received from the public comment period for staff report and submit one (1) electronic copy to CA.

Duration:

- Sycamore shall submit the draft IS/MND within forty (40) business days after completion of technical studies.
- Sycamore shall re-submit any draft IS/MNDs within ten (10) business days from receiving County and Caltrans comments.
- Sycamore shall submit the public circulation IS/MND within ten (10) business days from receiving all comments from both County and Caltrans.
- Sycamore shall submit the draft Notice of Intent to Adopt at least thirty (30) business days prior to publish deadline.
- Sycamore shall submit the final Notice of Intent to Adopt within five (5) business days from receiving County comments or at least five (5) business days prior to publish deadline.
- Sycamore shall submit the draft NOD at least thirty (30) business days prior to the Board of Supervisors meeting date to approve the environmental document.
- Sycamore shall submit the final NOD within five (5) business days from receiving County comments or at least fifteen (15) business days prior to the Board of Supervisors meeting date to approve the environmental document.
- Sycamore shall submit the draft Mitigation Monitoring Plan concurrently with the draft IS/MND.
- Sycamore shall submit the final Mitigation Monitoring Plan concurrently with the final IS/MND.

- Sycamore shall submit all responses and comments received from the public comment period within ten (10) business days after the close of public comment.

Item of Work 2.5 – Permit Applications – D235I (WBS Activity ID)

Sycamore shall prepare applications for U.S. Army Corps of Engineers Section 404, Regional Water Quality Control Board Section 401, and California Department of Fish and Wildlife 1602 Streambed Alteration Agreement permits. County will be responsible for submittal of the permit applications and payment of any associated fees. Sycamore shall coordinate as necessary with the agencies to obtain the permits on the County's behalf.

Sycamore shall request a preliminary jurisdictional determination from the Army Corps of Engineers based on the Preliminary Jurisdictional Delineation Report (Dokken, 2011).

Activities:

- Prepare permit applications after the approval of CEQA and NEPA.
- Request a preliminary jurisdictional determination from the Army Corps of Engineers.

Deliverables:

- Sycamore shall submit permits for the Army Corps of Engineers Section 404, Regional Water Quality Control Board Section 401, and California Department of Fish and Wildlife 1602 Streambed Alteration Agreement to CA for review and approval.
- Sycamore shall submit County approved Army Corps of Engineers Section 404 permit, Regional Water Quality Control Board Section 401 permit, and California Department of Fish and Wildlife 1602 Streambed Alteration Agreement to the required agencies.
- Sycamore shall request a preliminary jurisdictional determination from the Army Corps of Engineers.

Duration:

- Sycamore shall submit draft permits for the Army Corps of Engineers Section 404, Regional Water Quality Control Board Section 401, and California Department of Fish and Wildlife 1602 Streambed Alteration Agreement to CA in electronic format within twenty (20) business days from receipt of signed NEPA CE and completion of CEQA ISMND.
- Sycamore shall submit final permits for the Army Corps of Engineers Section 404, Regional Water Quality Control Board Section 401, and California Department of Fish and Wildlife 1602 Streambed Alteration Agreement to CA within one (1) week from receiving County comments on draft permits.
- Sycamore shall request a preliminary jurisdictional determination from the Army Corps of Engineers concurrent with the submittal of the Army Corps of Engineers Section 404 permit application to the Army Corps.

Task 3: Hydraulics

Item of Work 3.1 – Final Location Hydraulic Study – P405P (WBS Activity ID)

Consultant's subconsultant, WRECO shall prepare the Final Location Hydraulic Study (FLHS) to evaluate the final selected bridge configuration and crossing location and complete the Summary Floodplain Encroachment Report (SFER) and Location Hydraulic Study (LHS) forms. WRECO shall review and update the previous hydrologic analyses to determine the design peak discharge for the North Fork of the Cosumnes River, and use the USGS estimation for an un-gaged site near a streamgauge, from Methods of Determining Magnitude and Frequency of

Floods in California. Based on date through water year 2006, WRECO shall update the hydraulic analysis previously completed by County's consultant, Dokken Engineering, to determine flow characteristics of the 50-year and 100-year flows, including water surface elevations (depths) and velocities. WRECO shall assess the floodplain risks due to the Project in accordance with the methodology specified in the Caltrans Local Assistance Procedures Manual and the County of El Dorado Drainage Manual. WRECO assumes that the site survey performed by the County in 2009 remains valid for the hydraulic model. One (1) round of County's comments shall be incorporated into the FLHS.

WRECO shall review all available data, including previous studies provided by County and conduct a field reconnaissance to assess the existing conditions in the vicinity of the Project site.

Activities:

- Review available data, including previous studies provided by County and the Project team.
- Conduct a field reconnaissance to assess the existing conditions in the vicinity of the Project site.
- Prepare the FLHS and complete SFER and LHS forms.

Deliverables:

- Consultant shall prepare and submit one (1) electronic copy and one (1) hard copy of the draft FLHS to CA.
- Consultant shall prepare and submit one (1) electronic copy and one (1) hard copy of the final FLHS to CA.
- Consultant shall prepare and submit one (1) electronic copy of the draft SFER Forms and the LHS Forms to CA.
- Consultant shall prepare and submit one (1) electronic copy of the final SFER Forms and the LHS Forms to CA.

Duration:

- Consultant shall submit the draft FLHS to CA within sixty (60) business days from approval of the GAD's and APS.
- Consultant shall submit the final FLHS to CA within ten (10) business days from receiving County comments on draft FLHS.
- Consultant shall submit the draft SFER Forms and the LHS Forms to CA within ten (10) business days from NTP.
- Consultant shall submit the final SFER Forms and the LHS Forms to CA within five (5) business days from receiving County comments.

Item of Work 3.2 – Bridge Design Hydraulic Study Report – P405P (WBS Activity ID)

WRECO shall prepare the Bridge Design Hydraulic Study Report (BDHS), which shall include updated hydrologic, hydraulic, and scour analyses that were previously completed by County's consultant, Dokken Engineering. WRECO assumes one (1) additional hydrologic method is necessary to meet FHWA requirements. One (1) round of County's comments shall be incorporated into the BDHS.

Activities:

- Prepare the BDHS Report.

Deliverables:

- Consultant shall prepare and submit one (1) electronic copy and one (1) hard copy of the draft BDHS Report to CA.
- Consultant shall prepare and submit one (1) electronic copy and one (1) hard copy of the final BDHS Report to CA.

Duration:

- Consultant shall submit the draft BDHS to CA within sixty (60) business days following approval of the GAD's and APS.
- Consultant shall submit the final BDHS to CA within ten (10) business days from receiving County's and Caltrans comments.

Item of Work 3.3 – Storm Water Drainage Design and Water Quality Requirement Memorandum – P405P (WBS Activity ID)

WRECO shall review available data and prepare design calculations to assess the capacity of the existing drainage systems and perform a preliminary identification of Best Management Practices (BMPs) to reduce adverse effects to water quality. The Storm Water Drainage Design and Water Quality Requirement Memorandum shall include calculations to assess the need for any drainage improvements and a summary of the results and design recommendations, such as:

- Evaluation of the existing conditions
- Unusual and special conditions
- Drainage mapping
- Hydraulic analysis
- Proposed systems
- Preliminary BMP recommendations

Activities:

- Prepare the Storm Water Drainage Design and Water Quality Requirement Memorandum.

Deliverables:

- Consultant shall prepare and submit one (1) electronic copy and one (1) hard copy of the draft Storm Water Drainage Design and Water Quality Requirement Memorandum to CA.
- Consultant shall prepare and submit one (1) electronic copy and one (1) hard copy of the final Storm Water Drainage Design and Water Quality Requirement Memorandum to CA.

Duration:

- Consultant shall submit the draft Storm Water Drainage Design and Water Quality Requirement Memorandum to CA sixty (60) business days following NTP.
- Consultant shall submit the final Storm Water Drainage Design and Water Quality Requirement Memorandum to CA within ten (10) business days from receiving County's

comments on the draft Storm Water Drainage Design and Water Quality Requirement Memorandum.

Task 4: Geotechnical

Item of Work 4.1 – Field Investigation and Laboratory Testing – P400P (WBS Activity ID)

Consultant's subconsultant, WRECO shall provide geotechnical services, including subsurface field investigations, laboratory testing, and report preparation. WRECO shall coordinate with County to obtain a fee-waived Encroachment Permit and Boring Permit. County will coordinate with property owners to obtain access for drilling and geotechnical field work.

WRECO shall collect and review available existing geologic, seismic, and geotechnical information applicable to the proposed Project. Existing geotechnical information may include geologic and seismic literature and maps from geotechnical data and reports from nearby projects. WRECO shall visit the site to observe and note pertinent site surface and geologic features.

Activities:

- Visit the Project site and map exposed granitic rock and surficial soils within the Project limits.
- Mark the locations of the proposed borings in accordance with Underground Service Alert procedures.
- Drill three (3) soil and rock borings at a minimum of twenty (20) feet, one (1) in the near vicinity of each proposed bridge supports and backfill with neat cement grout in accordance with County's Environmental Management Division requirements.
- Drill two (2) borings within the existing roadway, at each of the terminus of the new approach roadway touchdowns and backfill with neat cement grout in accordance with County's Environmental Management Division requirements.
- Dispose of soil and water cuttings that are generated from drilling at a proper hazardous waste facility per State Water Quality Control Board requirements.
- Provide traffic control during drilling work.
- Obtain a representative grab sample in the river channel of the alluvial soils for a grain size determination used for scour analysis.
- Conduct laboratory testing of representative recovered samples.

Deliverables:

- Consultant shall prepare and submit one (1) electronic copy of the Log of Test Borings in Caltrans format to CA.

Duration:

- Consultant shall begin field investigation and laboratory testing within thirty (30) business days following the approved TSR.
- Consultant shall submit the Log of Test Borings to CA within ten (10) business days following completion of field investigation and laboratory testing.

Item of Work 4.2 – Preliminary Foundation Report – P400P (WBS Activity ID)

WRECO shall prepare a Preliminary Foundation Report in accordance with the Caltrans 2009 Foundation Report Preparation for Bridges Manual, which shall include the following:

- Project description
- Project location map
- Log of Test Borings and laboratory testing results
- Discussion of the available as-built data and how it relates to the bridge replacement
- Preliminary discussion of the regional and Project geology
- Preliminary discussion of the results of the scour study and impacts to the selection of the preferred foundation type
- Preliminary discussion of the corrosive potential and impacts to the selection of the preferred foundation type
- Preliminary foundation type and presumptive design values for cost comparison purposes and gross foundation dimensions
- Preliminary seismic design parameters

Activities:

- Prepare the Preliminary Foundation Report.

Deliverables:

- Consultant shall prepare and submit one (1) electronic copy of the draft Preliminary Foundation Report to CA.
- Consultant shall submit one (1) electronic copy and one (1) hard copy of the final Preliminary Foundation Report to CA.

Duration:

- Consultant shall submit the draft Preliminary Foundation Report within sixty (60) business days following completion of Item of Work 4.1 – Field Investigation and Laboratory Testing.
- Consultant shall submit the final Preliminary Foundation Report within ten (10) business days from receiving County's comments on the draft Preliminary Foundation Report.

Item of Work 4.3 – Bridge Foundation Report – P400P (WBS Activity ID)

WRECO shall prepare a Bridge Foundation Report in accordance with the Caltrans 2009 Foundation Report Preparation for Bridges Manual, which shall include the following:

- Project summary and description of the geotechnical work performed
- Discussion of the regional and local geology
- Summary of the identified site soils, rock, and laboratory testing results, and a Log of Test Borings
- Discussion of the regional seismology and seismic design parameters
- Liquefaction analysis and predicted seismic displacements anticipated to occur during the design seismic event, presumed to be low due to the presence of granitic bedrock
- Engineering soil and rock profile of the Project site
- Approach embankment design recommendations for the approach fill work
- Slope stability analyses
- Approach roadway structural pavement section recommendations

- Construction recommendations for footing construction, grading, rock excavation, clearing and grubbing limits, and other recommendations for the bridge and retaining wall foundation
- Contract Standard Special Provision (SSP) language will be prepared for the foundation construction

County will provide Consultant the existing topography in electronic format prior to the start of foundation report preparation. The Bridge General Plan, Foundation General Plan, and results of Scour Report will be provided for use in preparing the foundation report.

Minor changes in foundation location and loading demands will be made from the 65% to 95% submittals and incorporated into the final foundation report. If the foundation locations change significantly which warrant additional subsurface exploration, an amendment to the Agreement will be required to perform this work.

Activities:

- Prepare draft Bridge Foundation Report.
- Prepare final Bridge Foundation Report.

Deliverables:

- Consultant shall prepare and submit one (1) electronic copy of the draft Bridge Foundation Report to CA.
- Consultant shall revise and submit one (1) electronic copy and one (1) hard copy of the final Bridge Foundation Report to CA.

Duration:

- Consultant shall submit the draft Foundation Report at the time of the 65% bridge plan submittal.
- Consultant shall submit the final Foundation Report at the time of the 95% bridge plan submittal.

Task 5: Plans, Specifications, and Estimate (PS&E)

Consultant shall prepare the bridge plans in accordance with the Caltrans Plan Preparation Manual and the Caltrans Bridge Design Manual. Consultant shall base the design and detailing of the bridge plans on the Caltrans 2010 Standard Plans and "XS" sheets and use the County's standard plan sheet border.

Consultant shall prepare technical specifications for the bridge and Divisions II-X of the Caltrans 2010 Standard Specifications. Consultant shall include all environmental commitments, mitigation measures, and environmental permitting requirements in the specifications. County will prepare all other sections and prepare specifications for reproduction.

Consultant shall prepare two (2) independent, organized, detailed sets of quantity calculations for the bridge and drainage details using standard Caltrans summary sheets. County will prepare the quantities for the civil plan sheets.

Consultant shall prepare an Engineer's Estimate of Probable Construction Cost (Estimate) using latest available data from Consultant's project histories, recent County projects, and Caltrans

Cost Database. Consultant shall separate the Estimate into two (2) categories: drainage and bridge and shall segregate any non-participating costs.

Consultant shall perform an independent check of the civil PS&E plans at the 35%, 65%, 95%, and 100% submittals. The QC check shall include:

- Geometric design conformance
- Civil plan review
- Cross disciplinary plan check against civil plans
- HBP participation
- Civil technical specification review
- Civil engineer's estimate review

Item of Work 5.1 – 35% Plans & Estimate (P&E) – P435P (WBS Activity ID)

Consultant shall develop bridge plans to the 35% level. The 35% plan set from Consultant shall include one (1) sheet for each, the general plan and foundation plan. County will prepare other plan sheets.

Consultant shall prepare a 35% level preliminary cost estimate that shall include all major cost components identified for the Project alternative. Bridge construction cost shall include a General Plan estimate that identifies all items that are part of the bridge cost. Consultant shall also prepare the P&E Environmental Review form.

Activities:

- Prepare 35% general and foundation plan sheets.
- Prepare 35% preliminary cost estimate.
- Prepare P&E Environmental Review form.

Deliverables:

- Consultant shall prepare and submit one (1) electronic copy and two (2) hard copies of the 35% general plan and foundation plan sheets to CA.
- Consultant shall prepare and submit one (1) electronic copy and two (2) hard copies of the 35% preliminary cost estimate to CA.
- Consultant shall prepare and submit one (1) electronic copy and two (2) hard copies of the P&E Environmental Review form to CA.

Duration:

- Consultant shall submit the 35% general plan and foundation plan sheets within forty-five (45) business days of the approved TSR.
- Consultant shall submit the 35% preliminary cost estimate within forty-five (45) business days of the approved TSR.
- Consultant shall submit the P&E Environmental Review form within forty-five (45) business days of the approved TSR.

Item of Work 5.2 – 65% Plans & Estimate – D215I (WBS Activity ID)

Consultant shall prepare the 65% bridge plans and cost estimate. Consultant shall incorporate all County comments from the 35% review into the 65% plans, cost estimate, and revised P&E Environmental Review form into the 65% submittal. County will provide right-of-way

requirements with the 65% and Consultant shall incorporate these requirements into the final 65% re-submittal. Consultant shall prepare the following estimated number of plan sheets:

- Drainage plan profile & details (four [4] sheets)
- General plan (one [1] sheet)
- Index to plans and general notes (one [1] sheet)
- Deck contours (one [1] sheet)
- Foundation plan (one [1] sheet)
- Abutment layout and detail (five [5] sheets)
- Bent layout and details, if applicable (three [3] sheets)
- Superstructure layout and reinforcement (three [3] sheets)
- Demolition existing general plan (one [1] sheet)
- Structure approach details (two [2] sheets)
- Log of test borings (two [2] sheets)

Consultant's subcontractor WRECO shall prepare the 65% Storm Water Drainage P&E package that shall include plans, profiles, and details and coordinate with other design disciplines of the PDT. WRECO shall design storm water treatment BMPs and incorporate the design into the Drainage PS&E package. The BMPs shall meet the design requirements of Caltrans, County, the Central Valley Regional Water Quality Control Board, and the State Water Resources Control Board.

Activities:

- Prepare draft and final 65% plan sheets.
- Prepare 65% cost estimate.
- Prepare P&E Environmental Review form.
- Submit responses to the 35% comments.
- Prepare 65% Storm Water Drainage P&E package.

Deliverables:

- Consultant shall prepare and submit one (1) electronic copy and five (5) hard copies of the draft 65% plan sheets to CA.
- Consultant shall prepare and submit one (1) electronic copy and two (2) hard copies of the final 65% plan sheets to CA with comments and right-of-way requirements addressed.
- Consultant shall prepare and submit one (1) electronic copy and two (2) hard copies of the 65% cost estimate to CA.
- Consultant shall prepare and submit one (1) electronic copy and two (2) hard copies of the revised P&E Environmental Review form to CA.
- Consultant shall prepare and submit one (1) electronic copy and two (2) hard copies of the 65% Storm Water Drainage P&E package to CA.
- Consultant shall prepare and submit one (1) electronic copy and two (2) hard copies of the 35% response to comments to CA.

Duration:

- Consultant shall submit the draft 65% plan sheets within ninety (90) business days of receipt of signed NEPA CE and the filing of CEQA ISMND NOD.
- Consultant shall submit the final 65% plan sheets within thirty (30) business days of receiving right-of-way requirements from County.
- Consultant shall submit the 65% preliminary cost estimate within ninety (90) business days of receiving 35% submittal comments from County.
- Consultant shall submit the revised P&E Environmental Review form within ninety (90) business days of receiving 35% submittal comments from County.
- Consultant shall submit the 65% Storm Water Drainage P&E package within ninety (90) business days of receiving 35% submittal comments from County.
- Consultant shall submit the 35% response to comments within ninety (90) business days of receiving 35% submittal comments from County.

Item of Work 5.3 – 95% PS&E – D305I (WBS Activity ID)

Consultant shall prepare the 95% bridge plans, specifications, and cost estimate. Consultant shall incorporate all County comments from the 65% submittal into the 95% plans, cost estimate, and revised P&E Environmental Review form into the 95% submittal. Consultant shall prepare the following estimated number of plan sheets:

- Drainage plan profile & details (five [5] sheets)
- General plan (one [1] sheet)
- Index to plans and general notes (one [1] sheet)
- Deck contours (one [1] sheet)
- Foundation plan (one [1] sheet)
- Abutment layout and detail (five [5] sheets)
- Bent layout and details, if applicable (three [3] sheets)
- Superstructure layout and reinforcement (three [3] sheets)
- Demolition existing general plan (one [1] sheet)
- Structure approach details (two [2] sheets)
- Log of test borings (two [2] sheets)

WRECO shall prepare the 95% Storm Water Drainage PS&E package that shall include plans, profiles, and details and coordinate with other design disciplines of the PDT. WRECO shall design storm water treatment BMPs and incorporate the design into the Drainage PS&E package. The BMPs shall meet the design requirements of Caltrans, County, the Central Valley Regional Water Quality Control Board, and the State Water Resources Control Board.

Consultant shall prepare technical specifications for the applicable portions of Sections 5, 8, 9, and 10.

Consultant shall perform bridge independent check calculations using the 65% bridge details to review completeness, constructability, and conformance to design standards. Consultant shall prepare quantity calculations as stated above in Task 5: Plans, Specifications, and Estimate (PS&E).

Activities:

- Prepare 95% bridge and drainage plan sheets.
- Prepare 95% cost estimate.
- Prepare technical specifications.
- Perform independent bridge check calculations.
- Perform bridge design calculations.
- Prepare P&E Environmental Review form.
- Submit responses to the 65% comments.
- Prepare 95% Storm Water Drainage P&E package.
- Prepare independent bridge check calculations.
- Perform quantity calculations.

Deliverables:

- Consultant shall prepare and submit one (1) electronic copy and five (5) hard copies of the 95% bridge and drainage plan sheets to CA.
- Consultant shall prepare and submit one (1) electronic copy and two (2) hard copies of the 95% cost estimate to CA.
- Consultant shall prepare and submit one (1) electronic copy in Word format and two (2) hard copies of the technical specifications to CA.
- Consultant shall prepare and submit one (1) electronic copy and two (2) hard copies of the revised P&E Environmental Review form to CA.
- Consultant shall prepare and submit one (1) electronic copy and five (5) hard copies of the 95% Storm Water Drainage P&E package to CA.
- Consultant shall prepare and submit one (1) electronic copy and two (2) hard copies of the 65% response to comments to CA.
- Consultant shall prepare and submit one (1) electronic copy and one (1) hard copy of the bridge design calculations to CA.
- Consultant shall prepare and submit one (1) electronic copy and one (1) hard copy of the independent bridge check calculations to CA.
- Consultant shall prepare and submit one (1) electronic copy and one (1) hard copy of the quantity calculations to CA.

Duration:

- Consultant shall submit the 95% plan sheets within ninety (90) business days of receiving 65% submittal comments from County.
- Consultant shall submit the 95% preliminary cost estimate within ninety (90) business days of receiving 65% submittal comments from County.
- Consultant shall submit the revised P&E Environmental Review form within ninety (90) business days of receiving 65% submittal comments from County.
- Consultant shall submit the 95% Storm Water Drainage P&E package within ninety (90) business days of receiving 65% submittal comments from County.

- Consultant shall submit the 65% response to comments within ninety (90) business days of receiving 65% submittal comments from County.
- Consultant shall submit the bridge design calculations within ninety (90) business days of receiving 65% submittal comments from County.
- Consultant shall submit the independent bridge check calculations within ninety (90) business days of receiving 65% submittal comments from County.
- Consultant shall submit the quantity calculations within ninety (90) business days of receiving 65% submittal comments from County.

Item of Work 5.4 – 100% PS&E – D405I (WBS Activity ID)

Consultant shall prepare the 100% bridge plans, specifications, and cost estimate. Consultant shall incorporate all County comments from the 95% submittal into the 100% plans, specifications and cost estimate, into the 100% submittal. Consultant shall prepare the following estimated number of plan sheets:

- Drainage plan profile & details (five [5] sheets)
- General plan (one [1] sheet)
- Index to plans and general notes (one [1] sheet)
- Deck contours (one [1] sheet)
- Foundation plan (one [1] sheet)
- Abutment layout and detail (five [5] sheets)
- Bent layout and details, if applicable (three [3] sheets)
- Superstructure layout and reinforcement (three [3] sheets)
- Demolition existing general plan (one [1] sheet)
- Structure approach details (two [2] sheets)
- Log of test borings (two [2] sheets)

WRECO shall prepare the 100% Storm Water Drainage PS&E package that shall include plans, profiles, and details and shall coordinate with other design disciplines of the PDT. WRECO shall design storm water treatment BMPs and incorporate the design into the Drainage PS&E package. The BMPs shall meet the design requirements of Caltrans, County, the Central Valley Regional Water Quality Control Board, and the State Water Resources Control Board.

Consultant shall prepare an RE Pending File which includes the final PS&E package, joint movement rating calculations, deck contour plots (4-scales), final foundation report, final hydrology/hydraulics report, as-built plans for existing structures, and any special instructions from the Designer to the Resident Engineer/Structure Representative. County will prepare the civil portion of the RE file.

Activities:

- Prepare 100% bridge and drainage plan sheets.
- Prepare 100% cost estimate.
- Prepare technical specifications.
- Submit responses to the 95% comments.
- Prepare 100% Storm Water Drainage P&E package.

- Update quantity calculations.
- Prepare RE pending file.

Deliverables:

- Consultant shall prepare and submit one (1) electronic copy and two (2) hard copies of the 100% bridge and drainage plan sheets to CA.
- Consultant shall prepare and submit one (1) electronic copy and two (2) hard copies of the 100% cost estimate to CA.
- Consultant shall prepare and submit one (1) electronic copy in Word format of the technical specifications to CA.
- Consultant shall prepare and submit one (1) electronic copy and two (2) hard copies of the 100% Storm Water Drainage P&E package to CA.
- Consultant shall prepare and submit one (1) electronic copy and two (2) hard copies of the 95% response to comments to CA.
- Consultant shall prepare and submit one (1) electronic copy and two (2) hard copies of the quantity calculations to CA.
- Consultant shall prepare and submit two (2) hard copies of the RE pending file to CA.

Duration:

- Consultant shall submit the 100% bridge and drainage plan sheets within ninety (90) business days of receiving 95% submittal comments from County.
- Consultant shall submit the 100% cost estimate within ninety (90) business days of receiving 95% submittal comments from County.
- Consultant shall submit the 100% Storm Water Drainage P&E package within ninety (90) business days of receiving 95% submittal comments from County.
- Consultant shall submit the 95% response to comments within ninety (90) business days of receiving 95% submittal comments from County.
- Consultant shall submit the independent bridge check calculations within ninety (90) business days of receiving 95% submittal comments from County.
- Consultant shall submit the quantity calculations within ninety (90) business days of receiving 95% submittal comments from County.
- Consultant shall submit the RE pending file within ninety (90) business days of receiving 95% submittal comments from County.

Item of Work 5.5 – Contract Bidding Support – A010I (WBS Activity ID)

Consultant shall provide technical support to County throughout the bidding process. Consultant services shall include attending the pre-bid meeting, review bidders packages, if necessary, and responding to bidder inquiries, including revising plan sheets.

Activities:

- Provide support during bidding process.

Deliverables:

- Consultant shall provide support to County throughout the bidding process.

Duration:

- Consultant shall provide contract bidding support for the entire duration of the bidding process.

Task 6: Optional Tasks

Consultant shall perform the Optional Tasks listed under Task 6: Optional Tasks at the request of County. Work under Optional Tasks shall be authorized with a separate written Notice to Proceed or Work Order issued by CA for each item of work.

Item of Work 6.1 – Public Outreach – P105P (WBS Activity ID)

Consultant shall coordinate with County to assist in one (1) public outreach meeting. Consultant duties for the public outreach meeting shall include, but are not limited to preparing displays, meeting attendance, addressing public comments.

Activities:

- Assist County with public outreach meeting.
- Consultant shall attend one (1) public outreach meeting.

Deliverables:

- Consultant shall assist County in public outreach meeting preparation and presentation.
- Consultant shall submit meeting minutes within three (3) business days following the public outreach meeting.

Duration:

- Consultant shall assist with and attend public outreach meeting as directed by County.

Item of Work 6.2 – Water Quality Study – P405P (WBS Activity ID)

Consultant shall prepare a Water Quality Study for inclusion in the Environmental Document. WRECO shall research the following in order to identify any potential water quality impacts:

- Current and upcoming laws that relate to water quality
- Field surveys
- Conditions of the watershed, existing drainage, and hydrology
- Land use, geography, and topography of the Project area
- Beneficial uses for all potentially affected waters
- Water quality objectives for potentially affected waters
- Any monitoring data from other agencies
- Potential sources of pollutants

WRECO shall identify BMPs to reduce adverse effects to water quality and shall document the water quality assessment and BMPs in the Water Quality Study.

Activities:

- Prepare Water Quality Study.

Deliverables:

- Consultant shall prepare and submit one (1) electronic copy and one (1) hard copy of the draft Water Quality Study to CA.
- Consultant shall prepare and submit one (1) electronic copy and one (1) hard copy of the final Water Quality Study to CA.

Duration:

- Consultant shall prepare the Water Quality Study as directed by County.

Item of Work 6.3 – Extended Phase I (XPI) and Finding of Effect (FOE) – P500P (WBS Activity ID)

If required by Caltrans, Sycamore and Tremaine shall consult with Native Americans and prepare an Extended Phase I Survey and Report pursuant to the following Caltrans requirements:

- Writing a research design
- Conducting a test excavation to gather data used to make an eligibility determination
- Preparing a report containing the research questions, field methods appropriate to gather data pertinent to answering the research questions, and an assessment of the research potential of the site to answer appropriate important questions

If required by Caltrans or State Historic Preservation Office, Sycamore and Tremaine shall prepare a Finding of Effect and Environmentally Sensitive Area Action Plan in accordance with Caltrans standards.

The optional XPI budget does not include funding for special studies that may be required by Caltrans (i.e., obsidian and/or basalt sourcing, obsidian hydration).

The optional XPI budget includes a Native American Monitor to be reimbursed for time and expenses accrued for the optional XPI task (assumes two [2] field days and no per diem).

Artifact recovery for the XPI will be minimal. Budget and laboratory processing and analysis for the optional XPI will not exceed two (2) days.

Changes to the Project design, due to Item of Work 6.3, that result in modifications to technical studies or the environmental document, may require an amendment to the Agreement.

Activities:

- Prepare Extended Phase I Survey and Report.
- Prepare a Finding of Effect and Environmentally Sensitive Area Action Plan.

Deliverables:

- Sycamore/Tremaine shall prepare and submit one (1) electronic copy in both Word and PDF formats and one (1) hard copy of the draft Extended Phase I Survey and Report to CA.
- Sycamore/Tremaine shall prepare and submit one (1) electronic copy and one (1) hard copy of the final Extended Phase I Survey and Report to CA.
- Sycamore/Tremaine shall prepare and submit one (1) electronic copy in both Word and PDF formats and one (1) hard copy of the draft Finding of Effect and Environmentally Sensitive Area Action Plan to CA.
- Sycamore/Tremaine shall prepare and submit one (1) electronic copy and one (1) hard copy of the final Finding of Effect and Environmentally Sensitive Area Action Plan to CA.

Duration:

- Consultant shall prepare the Extended Phase I Study and Report, Finding of Effect and Environmentally Sensitive Area Action Plan as directed by County.

Item of Work 6.4 – Design Services During Construction – C105E (WBS Activity ID)

Consultant shall perform design services during construction as requested by CA. Consultant shall respond to requests from County and/or Resident Engineer (RE) as questions arise during construction. CA will issue separate Work Orders, in accordance with the provisions of this Agreement, for Consultant to perform the following tasks related to design services:

- Attend meetings and provide general support
- Respond to requests for information (RFIs)
- Project site visits
- Review shop drawings and submittals from Contractor
- Prepare contract change orders (CCOs)

Activities:

- Provide design support services during construction.

Deliverables:

- Consultant shall prepare and submit to CA one (1) electronic copy and one (1) hard copy of any documents and comments from any review performed by Consultant.
- Consultant shall prepare and submit to CA one (1) electronic copy and one (1) hard copy of any documents prepared by Consultant.

Duration:

- Consultant shall perform any design services during construction as directed by County.

Item of Work 6.5 – Non-Standard Retaining Wall Design – D215I (WBS Activity ID)

Should retaining walls other than Caltrans Standard Plan Type 1 be determined as necessary, Consultant shall develop plans, technical special provisions, and construction cost estimate for a single, non-standard retaining wall to be included with the PS&E submittals. It is assumed that up to three (3) detail plan sheets will be required. Consultant shall prepare structural design and independent check calculations to be included with the PS&E submittals.

Consultant shall coordinate with County on retaining wall layout to determine the appropriate wall type and geometry. Consultant shall coordinate with WRECO on any additional borings that may be required. The cost for one (1) additional boring is included as part of this optional task. All foundation recommendations for the non-standard retaining wall shall be included within the Final Foundation Report.

Activities:

- Provide structural design for non-standard retaining wall.

Deliverables:

- Consultant shall prepare plans, technical special provisions and construction cost estimate for a single, non-standard retaining wall to be included with the PS&E submittals.

- Consultant shall prepare and submit to CA one (1) electronic copy and one (1) hard copy of design and independent check calculations for non-standard retaining wall to be included with the PS&E submittals.

Duration:

- Consultant shall perform non-standard retaining wall design services as directed by County, which shall be included with the PS&E submittals.

T. Y. Lin International

**Exhibit B
Rate Schedule**

<u>T. Y. Lin International Job Title</u>	<u>Maximum Hourly Billing Rate</u>
Principal	\$315.00
Senior Bridge Engineer	\$205.00
Assistant Bridge Engineer	\$120.00
Bridge Engineer	\$150.00
CAD Manager	\$145.00
Senior Transportation Engineer	\$170.00
Administrative Assistant	\$85.00

Other direct Project charges including subconsultant services, special reproductions, delivery charges and the other direct costs listed in Exhibit C, Cost Proposal, will be billed at actual cost. Any invoices that include other direct costs, shall be accompanied by backup documentation to substantiate Consultant's costs for the services being billed on those invoices.

Reimbursement for mileage expenses for Consultant and for any subconsultants, if applicable, shall be compensated in accordance with the provisions of ARTICLE III, Compensation for Services, of this Agreement.

T. Y. Lin International

Exhibit C

Cost Proposal*

Scope of Work

Task 1	Project Management	\$	44,180.97
Task 2	Environmental	\$	32,508.24
Task 3	Hydraulics	\$	2,400.58
Task 4	Geotechnical	\$	3,600.88
Task 5	Plans, Specifications, and Estimate (PS&E)	\$	199,192.96
		Consultant Subtotal	\$ 281,883.63

Subconsultants:

Sycamore Environmental Consultants, Inc.

Task 1	Project Management	\$	7,500.00
Task 2	Environmental	\$	59,140.00
	Optional Tasks - Task 6	\$	21,850.00
			<u>\$ 88,490.00</u>

WRECO

Task 11	Project Management	\$	5,183.29
Task 3	Hydraulics	\$	25,240.37
Task 4	Geotechnical	\$	52,332.96
Task 5	Plans, Specifications, and Estimate	\$	19,453.73
	Optional Tasks - Task 6	\$	14,794.63
	Other Direct Costs - Drilling and Traffic Control, Laboratory Testing, Drill Cutting, Drum Disposal, Mileage, Reproduction, Postage, and Other Miscellaneous Charges	\$	27,520.00
			<u>\$ 144,524.98</u>
		Subconsultant Subtotal	\$ 233,014.98

<u>T. Y. Lin International - Other Direct Costs</u>	\$	2,400.00
	\$	<u>2,400.00</u>

<u>Optional Tasks - Task 6</u>	\$	165,775.73
	\$	<u>165,775.73</u>

Total Proposed Agreement Budget Cost Estimate \$ 683,074.34

*All expenses and their distribution among Tasks 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 Scope of Work tasks and items of work, Other Direct Costs, and Optional Tasks identified herein (not including subconsultants), subject to County's Contract Administrator's written approval. Consultant may request to reallocate the amounts listed herein for its subconsultants among each individual subconsultant's tasks or items of work (subconsultant direct costs) and subconsultant's Other Direct Costs and not among the various subconsultants, subject to County's Contract Administrator's written approval. In no event shall the total not-to-exceed amount of the Agreement be exceeded.

T. Y. Lin International

Exhibit D

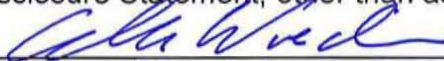
INTEREST OF CONSULTANT DISCLOSURE STATEMENT

Disclosure of Conflicts

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

Certification

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



Signature

ELIZABETH M. WIECHA

Name

VICE PRESIDENT

Title

T. Y. LIN INTERNATIONAL

Company Name

3 JUN 2014

Date

T. Y. Lin International

Exhibit E

CERTIFICATION OF CONSULTANT

I HEREBY CERTIFY that I am the Vice President and duly authorized representative of the firm of T. Y. Lin International, whose address is 3301 C Street, Building 100-M, Sacramento, California 95816, 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 Agreement, 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.

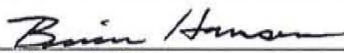
I acknowledge that this Certificate is to be made available to the California Department of Transportation (Caltrans) in connection with this Agreement involving participation of Federal-aid Highway funds, and is subject to applicable State and Federal laws, both criminal and civil.

31 Jun 2014
(Date)


Elizabeth Wiecha
Vice President

EXHIBIT 10-01 CONSULTANT PROPOSAL DBE COMMITMENT

(Inclusive of all DBEs listed at bid proposal. Refer to instructions on the reverse side of this form)

Consultant to Complete this Section			
1. Local Agency Name: <u>County of El Dorado</u>			
2. Project Location: <u>Bucks Bar Road at the North Fork Cosumnes River</u>			
3. Project Description: <u>Bucks Bar Road at the North Fork Cosumnes River - Bridge Rehabilitation (CIP #77116)</u>			
4. Consultant Name: <u>T.Y. Lin International</u>			
5. Contract DBE Goal %: <u>1%</u>			
DBE Commitment Information			
6. Description of Services to be Provided	7. DBE Firm Contact Information	8. DBE Cert. Number	9. DBE %
Hydraulic Analysis	Wreco. (925) 941-0059	30066	3.70%
Drainage Plans, Specs. & Estimate	Wreco. (925) 941-0059	30066	2.85%
Water Quality Study (Optional)	Wreco. (925) 941-0059	30066	1.43%
Geotechnical	Wreco. (925) 941-0059	30066	7.66%
Geotechnical (Optional)	Wreco. (925) 941-0059	30066	0.73%
Local Agency to Complete this Section		10. Total % Claimed	<u>16.37</u> %
16. Local Agency Contract Number: <u>(Consultant AGMT#): 13-53823</u>			
17. Federal-aid Project Number: <u>BRLS 5925(051)</u>			
18. Proposed Contract Execution Date: _____			
Local Agency certifies that all DBE certifications are valid and the information on this form is complete and accurate:		 11. Preparer's Signature	
19. Local Agency Representative Name (Print) _____		<u>Brian Hansen</u> 12. Preparer's Name (Print)	
20. Local Agency Representative Signature _____		<u>Project Manager</u> 13. Preparer's Title	
21. Date _____	22. Local Agency Representative Title _____	<u>3/26/2014</u> 14. Date	
23. (Area Code) Tel. No. _____		<u>(916) 366-6331</u> 15. (Area Code) Tel. No.	

Distribution: (1) Original – Consultant submits to local agency with proposal
 (2) Copy – Local Agency files

INSTRUCTIONS - CONSULTANT PROPOSAL DBE COMMITMENT**Consultant Section***The Consultant shall:*


1. **Local Agency Name** – Enter the name of the local or regional agency that is funding the contract.
2. **Project Location** - Enter the project location as it appears on the project advertisement.
3. **Project Description** - Enter the project description as it appears on the project advertisement (Bridge Rehab, Seismic Rehab, Overlay, Widening, etc.).
4. **Consultant Name** - Enter the consultant's firm name.
5. **Contract DBE Goal %** - Enter the contract DBE goal percentage, as it was reported on the Exhibit 10-1 *Notice to Proposers DBE Information* form. See LAPM Chapter 10.
6. **Description of Services to be Provided** - Enter item of work description of services to be provided. Indicate all work to be performed by DBEs including work performed by the prime consultant's own forces, if the prime is a DBE. If 100% of the item is not to be performed or furnished by the DBE, describe the exact portion to be performed or furnished by the DBE. See LAPM Chapter 9 to determine how to count the participation of DBE firms.
7. **DBE Firm Contact Information** - Enter the name and telephone number of all DBE subcontracted consultants. Also, enter the prime consultant's name and telephone number, if the prime is a DBE.
8. **DBE Cert. Number** - Enter the DBEs Certification Identification Number. All DBEs must be certified on the date bids are opened. (DBE subcontracted consultants should notify the prime consultant in writing with the date of the decertification if their status should change during the course of the contract.)
9. **DBE %** - Percent participation of work to be performed or service provided by a DBE. Include the prime consultant if the prime is a DBE. See LAPM Chapter 9 for how to count full/partial participation.
10. **Total % Claimed** – Enter the total DBE participation claimed. If the Total % Claimed is less than item "6. Contract DBE Goal", an adequately documented Good Faith Effort (GFE) is required (see Exhibit 15-H *DBE Information - Good Faith Efforts* of the LAPM).
11. **Preparer's Signature** – The person completing this section of the form for the consultant's firm must sign their name.
12. **Preparer's Name (Print)** – Clearly enter the name of the person signing this section of the form for the consultant.
13. **Preparer's Title** - Enter the position/title of the person signing this section of the form for the consultant.
14. **Date** - Enter the date this section of the form is signed by the preparer.
15. **(Area Code) Tel. No.** - Enter the area code and telephone number of the person signing this section of the form for the consultant.

Local Agency Section:*The Local Agency representative shall:*

16. **Local Agency Contract Number** - Enter the Local Agency Contract Number.
17. **Federal-Aid Project Number** - Enter the Federal-Aid Project Number.
18. **Contract Execution Date** - Enter date the contract was executed and Notice to Proceed issued. See LAPM Chapter 10, page 23.
19. **Local Agency Representative Name (Print)** - Clearly enter the name of the person completing this section.
20. **Local Agency Representative Signature** - The person completing this section of the form for the Local Agency must sign their name to certify that the information in this and the Consultant Section of this form is complete and accurate.
21. **Date** - Enter the date the Local Agency Representative signs the form.
22. **Local Agency Representative Title** - Enter the position/title of the person signing this section of the form.
23. **(Area Code) Tel. No.** - Enter the area code and telephone number of the Local Agency representative signing this section of the form.

EXHIBIT 10-O2 CONSULTANT CONTRACT DBE INFORMATION

(Inclusive of all DBEs listed at contract award. Refer to instructions on the reverse side of this form)

Consultant to Complete this Section			
1. Local Agency Name: <u>County of El Dorado</u>			
2. Project Location: <u>Bucks Bar Road at the North Fork Cosumnes River</u>			
3. Project Description: <u>Bucks Bar Road at the North Fork Cosumnes River - Bridge Rehabilitation (CIP #77116)</u>			
4. Total Contract Award Amount: \$ <u>683,070</u>			
5. Consultant Name: <u>T.Y. Lin International</u>			
6. Contract DBE Goal %: <u>1%</u>			
7. Total Dollar Amount for all Subconsultants: \$ <u>205,494.98</u>			
8. Total Number of all Subconsultants: <u>2</u>			
Award DBE/DBE Information			
9. Description of Services to be Provided	10. DBE/DBE Firm Contact Information	11. DBE Cert. Number	12. DBE Dollar Amount
Hydraulic Analysis	Wreco. (925) 941-0059	30066	\$ 25,240.37
Drainage Plans, Specs. & Estimate	Wreco. (925) 941-0059	30066	\$ 19,453.74
Water Quality Study (Optional)	Wreco. (925) 941-0059	30066	\$ 9,794.63
Geotechnical	Wreco. (925) 941-0059	30066	\$ 52,332.96
Geotechnical (Optional)	Wreco. (925) 941-0059	30066	\$ 5,000.00
Local Agency to Complete this Section		13. Total Dollars Claimed	\$ <u>111,821.70</u>
20. Local Agency Contract Number: (Consultant AGMT#): <u>13-53823</u>		14. Total % Claimed	<u>16.37</u> %
21. Federal-aid Project Number: <u>BRLS 5925(051)</u>		Local Agency certifies that all DBE certifications are valid and the information on this form is complete and accurate:	
22. Contract Execution Date: _____			
23. Local Agency Representative Name (Print) _____		 15. Preparer's Signature <u>Brian Hansen</u> 16. Preparer's Name (Print)	
24. Local Agency Representative Signature _____	25. Date _____		
26. Local Agency Representative Title _____	27. (Area Code) Tel. No. _____		
Caltrans to Complete this Section		17. Preparer's Title	
Caltrans District Local Assistance Engineer (DLAE) certifies that this form has been reviewed for completeness:		Project Manager	
28. DLAE Name (Print) _____	29. DLAE Signature _____	18. Date <u>3/26/14</u>	19. (Area Code) Tel. No. <u>(916) 366-6331</u>
		30. Date _____	

Distribution: (1) Copy – Email a copy to the Caltrans District Local Assistance Engineer (DLAE) within 30 days of contract award. Failure to send a copy to the DLAE within 30 days of contract award may result in delay of payment.
 (2) Copy – Include in award package sent to Caltrans DLAE.
 (3) Original - Local agency files

INSTRUCTIONS - CONSULTANT CONTRACT AWARD DBE INFORMATION**Consultant Section***The Consultant shall:*

1. **Local Agency Name** – Enter the name of the local or regional agency that is funding the contract.
2. **Project Location** - Enter the project location as it appears on the project advertisement.
3. **Project Description** - Enter the project description as it appears on the project advertisement (Bridge Rehab, Seismic Rehab, Overlay, Widening, etc).
4. **Total Contract Award Amount** - Enter the total contract award dollar amount for the prime consultant.
5. **Consultant Name** - Enter the consultant's firm name.
6. **Contract DBE Goal %** - Enter the contract DBE goal percentage, as it was reported on the Exhibit 10-I *Notice to Proposers DBE Information* form. See LAPM Chapter 10.
7. **Total Dollar Amount for all Subconsultants** – Enter the total dollar amount for all subcontracted consultants. SUM = (DBE's + all Non-DBE's). Do **not** include the prime consultant information in this count.
8. **Total number of all subconsultants** – Enter the total number of all subcontracted consultants. SUM = (DBE's + all Non-DBE's). Do **not** include the prime consultant information in this count.
9. **Description of Services to be Provided** - Enter item of work description of services to be provided. Indicate all work to be performed by DBEs including work performed by the prime consultant's own forces, if the prime is a DBE. If 100% of the item is not to be performed or furnished by the DBE, describe the exact portion to be performed or furnished by the DBE. See LAPM Chapter 9 to determine how to count the participation of DBE firms.
10. **DBE Firm Contact Information** - Enter the name and telephone number of all DBE subcontracted consultants. Also, enter the prime consultant's name and telephone number, if the prime is a DBE.
11. **DBE Cert. Number** - Enter the DBE's Certification Identification Number. All DBEs must be certified on the date bids are opened. (DBE subcontracted consultants should notify the prime consultant in writing with the date of the decertification if their status should change during the course of the contract.)
12. **DBE Dollar Amount** - Enter the subcontracted dollar amount of the work to be performed or service to be provided. Include the prime consultant if the prime is a DBE, and include DBEs that are not identified as subconsultants on the Exhibit 10-O1 *Consultant Proposal DBE Commitment* form. See LAPM Chapter 9 for how to count full/partial participation.
13. **Total Dollars Claimed** – Enter the total dollar amounts for column 13.
14. **Total % Claimed** – Enter the total DBE participation claimed for column 13. SUM = (item "14. Total Participation Dollars Claimed" divided by item "4. Total Contract Award Amount"). If the Total % Claimed is less than item "6. Contract DBE Goal", an adequately documented Good Faith Effort (GFE) is required (see Exhibit 15-H *DBE Information - Good Faith Efforts* of the LAPM).
15. **Preparer's Signature** – The person completing this section of the form for the consultant's firm must sign their name.
16. **Preparer's Name (Print)** – Clearly enter the name of the person signing this section of the form for the consultant.
17. **Preparer's Title** - Enter the position/title of the person signing this section of the form for the consultant.
18. **Date** - Enter the date this section of the form is signed by the preparer.
19. **(Area Code) Tel. No.** - Enter the area code and telephone number of the person signing this section of the form for the consultant.

Local Agency Section:*The Local Agency representative shall:*

20. **Local Agency Contract Number** - Enter the Local Agency Contract Number.
21. **Federal-Aid Project Number** - Enter the Federal-Aid Project Number.
22. **Contract Execution Date** - Enter the date the contract was executed and Notice to Proceed issued. See LAPM Chapter 10, page 23.
23. **Local Agency Representative Name (Print)** - Clearly enter the name of the person completing this section.
24. **Local Agency Representative Signature** - The person completing this section of the form for the Local Agency must sign their name to certify that the information in this and the Consultant Section of this form is complete and accurate.
25. **Date** - Enter the date the Local Agency Representative signs the form.
26. **Local Agency Representative Title** - Enter the position/title of the person signing this section of the form.
27. **(Area Code) Tel. No.** - Enter the area code and telephone number of the Local Agency representative signing this section of the form.

Caltrans Section:*Caltrans District Local Assistance Engineer (DLAE) shall:*

28. **DLAE Name (Print)** – Clearly enter the name of the DLAE.
29. **DLAE Signature** – DLAE must sign this section of the form to certify that it has been reviewed for completeness.
30. **Date** - Enter the date that the DLAE signs this section the form.

Exhibit F

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

ADA Notice

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

CEM-2402F (REV 02/2008)

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

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

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

Copy- Business Enterprise Program
 Copy- District Local Assistance Engineer

Copy- Consultant
 Copy- Local Agency file

T. Y. Lin International

Exhibit F

STATE OF CALIFORNIA • DEPARTMENT OF TRANSPORTATION
FINAL REPORT - UTILIZATION OF DISADVANTAGED BUSINESS ENTERPRISES
FIRST-TIER SUBCONSULTANTS
CEM-2402F (REV 03/2009)

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

T. Y. Lin International

Exhibit G

FAIR EMPLOYMENT PRACTICES ADDENDUM

1. In the performance of this Agreement, Consultant will not discriminate against any employee for employment because of race, color, sex, sexual orientation, religion, ancestry or national origin, physical disability, medical condition, marital status, political affiliation, family and medical care leave, pregnancy leave or disability leave. Consultant 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. Consultant 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. Consultant, its consultant(s) and all subconsultants shall comply with the provisions of the Fair Employment and Housing Act (Government Code Section 1290-0 et seq.), and the applicable regulations promulgated thereunder (California Code of Regulations, Title 2, Section 7285.0 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code, Section 12900(a-f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations are incorporated into this Agreement by reference and made a part hereof as if set forth in full. Each of Consultant's consultants and all subconsultants shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreements, as appropriate.

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

4. Consultant 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 Consultant was a party, or upon receipt of a written notice from the Fair Employment and Housing Commission that it has investigated and determined that Consultant has violated the Fair Employment Practices Act and had issued an order under Labor Code

T. Y. Lin International

Exhibit G

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 Consultant and by the surety under the performance bond, if any, and County may deduct from any moneys due or thereafter may become due to Consultant the difference between the price named in the Agreement and the actual cost thereof to County to cure Consultant breach of this Agreement.

T. Y. Lin International

Exhibit H

NONDISCRIMINATION ASSURANCES

Consultant 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. Consultant hereby gives assurance that Consultant 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, Consultant hereby gives the following specific assurances with respect to its Federal-aid Program:

1. That Consultant 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 Consultant 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:

Consultant 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 Consultant 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 Consultant 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.

T. Y. Lin International

Exhibit H

6. That where Consultant 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 Consultant 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 Consultant 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 Consultant 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 Consultant 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 Consultant retains ownership or possession of the property.

9. That Consultant 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 Consultant, 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 Consultant 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. Consultant shall not discriminate on the basis of race, religion, age, disability, color, national origin or sex in the award and performance of any State assisted agreement or in the administration of County's DBE Program or the requirements of 49 CFR Part 26. Consultant 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

T. Y. Lin International

Exhibit H

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 Consultant, other recipients, subgrantees, applicants, sub-applicants, transferees, successors in interest and other participants in the Federal-aid Highway Program.

T. Y. Lin International

Appendix A to Exhibit H

During the performance of this Agreement, Consultant, 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 ns.

(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.

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Appendix A to Exhibit H

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.

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Appendix B to Exhibit H

(Not Applicable)

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Appendix C to Exhibit H

(Not Applicable)

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Appendix D to Exhibit H

(Not Applicable)

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:

a. contract
 b. grant
 c. cooperative agreement
 d. loan
 e. loan guarantee
 f. loan insurance

2. Status of Federal Action:

a. bid/offer/application
 b. initial award
 c. post-award

3. Report Type:

a. initial
 b. material change

For Material Change Only:
 year _____ quarter _____
 date of last report _____

4. Name and Address of Reporting Entity

Prime Subawardee
 Tier _____, if known

Congressional District, if known _____

5. If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of Prime:

Congressional District, if known _____

6. Federal Department/Agency: _____

7. Federal Program Name/Description: _____

CFDA Number, if applicable _____

8. Federal Action Number, if known: _____

9. Award Amount, if known: _____

10. a. Name and Address of Lobby Entity
 (If individual, last name, first name, MI) _____

b. Individuals Performing Services (including address if different from No. 10a)
 (last name, first name, MI) _____

(attach Continuation Sheet(s) if necessary)

11. Amount of Payment (check all that apply)

\$ _____ actual planned

12. Form of Payment (check all that apply)

a. cash
 b. in-kind; specify: nature _____
 Value _____

Type of Payment (check all that apply)

a. retainer
 b. one-time fee
 c. commission
 d. contingent fee
 e. deferred
 f. other, specify _____

14. Brief Description of Services Performed or to be performed and Date(s) of Service, including officer(s), employee(s), or member(s) contacted, for Payment Indicated in Item 11:

(attach Continuation Sheet(s) if necessary)

15. Continuation Sheet(s) attached: Yes No

16. Information requested through this form is authorized by Title 31 U.S.C. Section 1352. This disclosure of lobbying reliance was placed by the tier above when his transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to Congress semiannually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Signature: _____
 Print Name: _____
 Title: _____
 Telephone No.: _____ Date: _____

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 Standard Form - LLL

Federal Use Only:

Standard Form LLL Rev. 04-28-06

Distribution: Orig- Local Agency Project Files

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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. Enter the full name, address, city, state and zip code of the lobbying entity engaged by the reporting entity identified in Item 4. to influenced the covered federal action.
11. Enter the full names of the individual(s) performing services and include full address if different from 10 (a). Enter Last Name, First Name and Middle Initial (MI).
12. Enter the amount of compensation paid or reasonably expected to be paid by the reporting entity (Item 4) to the lobbying entity (Item 10). Indicate whether the payment has been made (actual) or will be made (planned). Check all boxes that apply. If this is a material change report, enter the cumulative amount of payment made or planned to be made.
13. Check the appropriate box(es). Check all boxes that apply. If payment is made through an in-kind contribution, specify the nature and value of the in-kind payment.
14. Check the appropriate box(es). Check all boxes that apply. If other, specify nature.
15. Provide a specific and detailed description of the services that the lobbyist has performed or will be expected to perform and the date(s) of any services rendered. Include all preparatory and related activity not just time spent in actual contact with federal officials. Identify the federal officer(s) or employee(s) contacted or the officer(s) employee(s) or Member(s) of Congress that were contacted.
16. Check whether or not a continuation sheet(s) is attached.
17. The certifying official shall sign and date the form, print his/her name title and telephone number.

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