

## Conzor North America, Inc.

### FIRST AMENDMENT TO AGREEMENT FOR SERVICES #7623

**THIS FIRST AMENDMENT** to that Agreement for Services #7623 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 Consor North America, Inc., a corporation duly qualified to conduct business in the State of California, whose principal place of business is 6505 Waterford District Drive, Suite 407, Miami, Florida 33126, and whose local address is 2868 Prospect Park Drive, Suite 250, Rancho Cordova, California 95670 (hereinafter referred to as "CONSULTANT").

### RECITALS

**WHEREAS**, CONSULTANT has been engaged by COUNTY to provide environmental, traffic, and transportation design services for the United States Highway 50 (US 50) / Latrobe Road / El Dorado Hills Boulevard Interchange Improvements Phase 2B Project, for its Department of Transportation pursuant to Agreement for Services #7623, dated July 25, 2023, incorporated herein and made by reference a part hereof (hereinafter referred to as "Agreement");

**WHEREAS**, the parties hereto desire to amend the Agreement to add additional tasks to the scope of work, amending **ARTICLE I, Scope of Services**, and adding **Exhibit A-1, Additional Scope of Work**;

**WHEREAS**, the parties hereto desire to amend the Agreement to update the rate schedule for the remainder of the term of the Agreement and the cost estimate of the project, amending **ARTICLE II, Compensation for Services**, and adding **Amended Exhibit B, Amended Rate Schedule** and replacing **Exhibit C, Cost Proposal**, with **Amended Exhibit C, Amended Cost Proposal**;

**WHEREAS**, the parties hereto desire to amend the Agreement to extend the expiration date of August 2, 2026, for one (1) additional year, amending **ARTICLE IV, Performance Period**;

**WHEREAS**, the parties hereto desire to amend the Agreement to increase the not to exceed compensation amount of the Agreement by \$423,000, amending **ARTICLE V, Allowable Costs and Payments**;

**WHEREAS**, the parties hereto desire to fully-replace or add specific Articles to include updated contract provisions.

**NOW, THEREFORE**, in consideration of the foregoing and the mutual promises and covenants hereinafter contained, County and Consultant mutually agree to amend the terms of the Agreement in this First Amendment to Agreement for Services #7623 on the following terms and conditions:

- I. Exhibit A, Scope of Work, is amended to include Exhibit A-1, marked "Additional Scope of Work," attached hereto and incorporated herein by reference. All references to Exhibit A throughout the Agreement shall read Exhibit A and Exhibit A-1.
- II. Exhibit C, Cost Proposal, is replaced in its entirety with Amended Exhibit C, Amended Cost Proposal, attached hereto and incorporated herein by reference. All references to Exhibit C, Cost Proposal, throughout the Agreement are substituted with Amended Exhibit C, Amended Cost Proposal.
- III. **ARTICLE II, Compensation for Services**, of the Agreement is amended in its entirety to read as follows:

#### **ARTICLE II**

**Compensation for Services:** For services provided herein; and including the progress reports required by ARTICLE III, Progress Reports, below, COUNTY agrees to pay CONSULTANT in arrears. Payment shall be made within forty-five (45) days following COUNTY's receipt and approval of itemized invoices detailing services rendered.

For the purposes hereof, for the period beginning with the effective date of this Agreement and continuing until the day before the effective date of this First Amendment to the Agreement, the billing rates shall be in accordance with Exhibit B, marked "Rate Schedule," incorporated herein and made by reference a part hereof.

For the period beginning with the effective date of this First Amendment and continuing through the remaining term of the Agreement, the billing rates shall be in accordance with Amended Exhibit B, marked "Amended Rate Schedule," incorporated herein and made by reference a part hereof.

Subconsultants' services, outside services, and other direct costs including special reproductions, delivery charges, filing fees, permit fees, and other outside services authorized herein, shall be invoiced at CONSULTANT's cost, without markup, 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 VII, Cost Principles and Administrative Requirements, 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 in Amended Exhibit C. Travel costs (i.e., overnight lodging, meals, parking, airfare, bridge tolls, and other per diem expenses) will not be reimbursed as a direct cost for any services performed under this Agreement by CONSULTANT or by any authorized subconsultants. The total amount payable by COUNTY shall not exceed the amount agreed to in this Agreement, unless COUNTY's Contract Administrator and CONSULTANT amend this Agreement in writing and prior to the performance of the work.

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

- III. **ARTICLE IV, Performance Period**, of the Agreement is amended in its entirety to read as follows:

**ARTICLE IV  
Performance Period:**

- A. This Agreement shall become effective from the date specified in the official Notice to Proceed with the Work, which shall be attached to this Agreement as an addendum and shall become part of this Agreement and shall expire August 2, 2027.
- B. CONSULTANT is advised that any recommendation for contract award is not binding on COUNTY until the Agreement is fully executed and approved by COUNTY.

- IV. **ARTICLE V, Allowable Costs and Payments, Sections A, C, D, and H**, of the Agreement is amended in its entirety to read as follows:

- A. The method of payment for this Agreement will be based on actual cost plus a fixed fee. COUNTY will reimburse CONSULTANT for actual costs (including labor costs, employee benefits, travel, equipment rental costs, overhead and other direct costs) incurred by CONSULTANT in performance of the work. CONSULTANT will not be reimbursed for actual costs that exceed the estimated wage rates, employee benefits, travel, equipment rental, overhead, and other estimated costs set forth in the approved CONSULTANT's Cost Proposal, unless additional reimbursement is provided for by Agreement amendment. In no event, will CONSULTANT be reimbursed for overhead

costs at a rate that exceeds COUNTY's approved overhead rate set forth in the Amended Exhibit B. In the event, that COUNTY determines that a change to the work from that specified in the Cost Proposal and Agreement is required, the Agreement time or actual costs reimbursable by COUNTY shall be adjusted by Agreement amendment to accommodate the changed work. The maximum total cost as specified in Paragraph "I" of this Article shall not be exceeded, unless authorized by Agreement amendment.

- C. Reimbursement for transportation and subsistence costs shall not exceed the rates specified in the approved Amended Exhibit B.
- D. When milestone cost estimates are included in the approved Amended Exhibit B, CONSULTANT shall obtain prior written approval for a revised milestone cost estimate from COUNTY's Contract Administrator before exceeding such cost estimate.
- H. The total amount payable by COUNTY shall not exceed \$2,277,097, as amended.

**V. The following articles are fully replaced in their entirety:**

**ARTICLE VI  
Termination:**

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

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

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

- 2. If COUNTY terminates this Agreement, in whole or in part, for default:
  - a. COUNTY reserves the right to procure the goods or services, or both, similar to those terminated, from other sources and CONSULTANT shall be liable to COUNTY for any excess costs for

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

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

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

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

B. The maximum amount for which COUNTY shall be liable if this Agreement is terminated is the not-to-exceed amount of the Task Order or Work Order or the total amount of this Agreement, as applicable.

C. Bankruptcy: COUNTY may terminate this Agreement immediately in the case of bankruptcy, voluntary or involuntary, or insolvency of CONSULTANT.

D. Ceasing Performance: COUNTY may terminate this Agreement immediately in the event CONSULTANT ceases to operate as a business or otherwise becomes unable to substantially perform any term or condition of this Agreement.

- E. Termination or Cancellation without Cause: COUNTY may terminate this Agreement or any Work Order issued pursuant to this Agreement, in whole or in part, for convenience upon thirty (30) calendar days' written Notice of Termination. If such termination is effected, COUNTY will pay for satisfactory services rendered before the effective date of termination, as set forth in the Notice of Termination provided to CONSULTANT, and for any other services that COUNTY agrees, in writing, to be necessary for contract resolution. In no event, however, shall COUNTY be obligated to pay more than the total amount of the Work Order or the total amount of the Agreement, as applicable. Upon receipt of a Notice of Termination, CONSULTANT shall promptly discontinue all services affected, as of the effective date of termination set forth in such Notice of Termination, unless the Notice directs otherwise. In the event of termination, COUNTY reserves the right to take over and complete the work by contract or by any other means.
- F. Completion of Work: In the event of termination of the Agreement, for default or without cause, COUNTY reserves the right to take over and complete any work, service, or task by contract or by other means.

### **ARTICLE XIII**

#### **Conflict Of Interest:**

- A. During the term of this Agreement, CONSULTANT shall disclose any financial, business, or other relationship with COUNTY that may have an impact upon the outcome of this Agreement or any ensuing COUNTY construction project. CONSULTANT shall also list current clients who may have a financial interest in the outcome of this Agreement or any ensuing COUNTY construction project that will follow. CONSULTANT has acknowledged this interest of CONSULTANT and CONSULTANT has duly executed Exhibit D, marked "Interest of CONSULTANT Disclosure Statement," incorporated herein and made by reference a part hereof.
- B. CONSULTANT certifies that it has disclosed to COUNTY any actual, apparent, or potential conflicts of interest that may exist relative to the services to be provided pursuant to this Agreement. CONSULTANT agrees to advise COUNTY of any actual, apparent or potential conflicts of interest that may develop subsequent to the date of execution of this Agreement. CONSULTANT further agrees to complete any statements of economic interest if required by either COUNTY ordinance or State law.
- C. CONSULTANT hereby certifies that it does not now have, nor shall it acquire, any financial or business interest that would conflict with the performance of services under this Agreement.

- D. CONSULTANT hereby certifies that CONSULTANT or subconsultant and any firm affiliated with CONSULTANT or subconsultant that bids on any construction contract or on any Agreement to provide construction inspection for any construction project resulting from this Agreement, has established necessary controls to ensure a conflict of interest does not exist. An affiliated firm is one, which is subject to the control of the same persons, through joint ownership or otherwise.
- E. CONSULTANT covenants that during the term of this Agreement neither it, or any officer or employee of CONSULTANT, has or shall acquire any interest, directly or indirectly, in any of the following:
1. Any other contract connected with, or directly affected by, the services to be performed by this Agreement.
  2. Any other entities connected with, or directly affected by, the services to be performed by this Agreement.
  3. Any officer or employee of COUNTY that are involved in this Agreement.

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

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

## **ARTICLE XVI**

### **Non-Discrimination Clause and Statement of Compliance:**

- A. CONSULTANT's signature affixed herein, and dated, shall constitute a certification under penalty of perjury under the laws of the State of California that CONSULTANT has, unless exempt, complied with the nondiscrimination program requirements of Government Code §12990 and 2 CCR Section §11102.
- B. During the performance of this Agreement, CONSULTANT and its subconsultants shall not unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because

of sex, race, color, ancestry, religious creed, national origin, physical disability (including HIV and AIDS), mental disability, medical condition (e.g., cancer), age (over 40), marital status, genetic information, gender, gender identity, gender expression, sexual orientation, or military and veteran status, and denial of family care leave. CONSULTANT and subconsultants shall insure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment.

- C. CONSULTANT and subconsultants shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code § 12900 [a-f] et seq.) and the applicable regulations promulgated there under (2 CCR § 11000 et seq.), the provisions of Gov. Code §§ 11135-11139.5, and the regulations or standards adopted by COUNTY to implement such article. The applicable regulations of the Fair Employment and Housing Commission implementing Government Code Section 12900 (a-f), set forth in Subchapter 5 of Chapter 5 of Division 1.1 of Title 2 of the California Code of Regulations, are incorporated into this Agreement by reference and made a part hereof as if set forth in full.
- D. CONSULTANT shall permit access by representatives of the Department of Fair Employment and Housing and COUNTY upon reasonable notice at any time during the normal business hours, but in no case less than twenty-four (24) hours' notice, to such of its books, records, accounts, and all other sources of information and its facilities as said Department or COUNTY shall require to ascertain compliance with this clause.
- E. CONSULTANT and its subconsultants shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other Agreement.
- F. CONSULTANT shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under this Agreement.
- G. CONSULTANT with regard to the work performed under this AGREEMENT, shall act in accordance with Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq.). Title VI provides that the recipients of federal assistance will implement and maintain a policy of nondiscrimination in which no person in the state of California shall, on the basis of race, color, national origin, religion, sex, age, or disability, be excluded from participation in, denied the benefits of, or subject to discrimination under any program or activity by the recipients of federal assistance or their assignees and successors in interest.



- H. CONSULTANT shall comply with regulations relative to non-discrimination in federally assisted programs of the U.S. Department of Transportation (49 CFR Part 21 - Effectuation of Title VI of the Civil Rights Act of 1964). Specifically, CONSULTANT shall not participate either directly or indirectly in the discrimination prohibited by 49 CFR §21.5, including employment practices and the selection and retention of Subconsultants.
- I. CONSULTANT, subrecipient or subconsultant will never exclude any person from participation in, deny any person the benefits of, or otherwise discriminate against anyone in connection with the award and performance of any contract covered by 49 CFR 26 on the basis of race, color, sex, or national origin. In administering the LOCAL AGENCY components of the DBE Program Plan, CONSULTANT, subrecipient or subconsultant will not, directly, or through contractual or other arrangements, use criteria or methods of administration that have the effect of defeating or substantially impairing accomplishment of the objectives of the DBE Program Plan with respect to individuals of a particular race, color, sex, or national origin.
- J. CONSULTANT agrees to comply with the following non-discrimination statutes and authorities; including at a minimum:
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601);
  - Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 et seq.);
  - Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.), as amended; and 49 CFR Part 27;
  - The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.)
  - Airport and Airway Improvement Act of 1982, (49 U.S.C. § 471, Section 47123), as amended;
  - The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage, and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients, and contractors, whether such programs or activities are Federally funded or not);
  - Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131-12189) as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38;
  - The Federal Aviation Administration's Non-discrimination statute

(49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);

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

Except as herein amended, all other parts and sections of Agreement for Services #7623 shall remain unchanged and in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this First Amendment to Agreement for Services #7623 on the dates indicated below.

--COUNTY OF EL DORADO--

By: 

Dated: 3-11-25

Board of Supervisors  
"County"

Attest:  
Kim Dawson  
Clerk of the Board of Supervisors

By: 

Dated: 3-11-25

Deputy Clerk

--CONSOR NORTH AMERICA, INC.--

By:   
R. Brent Lemon (Feb 27, 2025 10:02 PST)

Dated: 02/27/2025

R. Brent Lemon  
Executive Vice President  
"CONSULTANT"

# **Conсор North America, Inc.**

## **Exhibit A-1**

### **Additional Scope of Work**

This additional scope of work will be implemented consistent with the task numbering associated with Agreement for Services #7623, Environmental, Traffic, and Transportation Design Services for the United States Highway 50 / Latrobe Road / El Dorado Hill Boulevard Interchange Improvements Phase 2B Project (Project). This additional Scope addresses the change to the ramp configurations, Class 1 Combined Use Path implementation, retaining walls, and extending the Latrobe Road northbound #4 lane south to Town Center Boulevard. Additional project management, roadway, structural, landscaping, geotechnical, drainage, traffic and electrical design scope is required to complete the Project as approved by the COUNTY and the California Department of Transportation (Caltrans). Additional utility potholing is required due to the expanded Project footprint. Project permitting is also included as requested by the COUNTY.

#### **TASK 1 - PROJECT MANAGEMENT**

##### **Item of Work 1.2 General Project Management Project Management**

The changes to the Project scope and limits have extended the project delivery timeframe from an expedited process to a more conventional process. Additional Project Management time is required for the updated project delivery timeframe.

##### **Project Development Team Meetings**

Additional Project Development Team (PDT) meetings are needed to deliver the Project due to the extended delivery timeline. This updated scope provides for an additional twelve (12) meetings.

##### **Deliverables:**

- Project Status Reports, including Project Schedules
- PDT Meeting Agendas & Minutes

#### **TASK 3 - ENGINEERING TECHNICAL STUDIES/REPORTS**

##### **Item of Work 3.3 – Traffic Studies**

##### **Supplemental Technical Memorandum (TOAR Support)**

CONSULTANT's subconsultant, DKS shall develop a memo regarding the travel demand and operational implications of extending the northbound right lane at the Eastbound (EB) Diagonal On-Ramp back to the Town Center intersection. This memo will also include technical support from Caltrans' draft revisions to their Traffic Analysis Framework. The implications will be described relative to the results currently documented in the Draft TOAR. This memo will be a stand-alone memo to file supporting internal Caltrans subject matter expert review leading to an updated Interagency Consultation package approval by Caltrans. A draft and final memo is scoped

representing one (1) round of review/comments from Caltrans. Four (4) focus meetings to discuss and gain concurrence are included in this scope.

**Deliverables:**

- Draft and Final Supplemental Technical Memorandum

**Duration:**

- Draft Supplemental Technical Memorandum will be submitted within three (3) weeks of Notice to Proceed (NTP) for Amendment No. 1.
- Final Supplemental Technical Memorandum will be submitted within two (2) weeks of receipt of Caltrans comments.

**Item of Work 3.5 - Retaining Wall Type Selection**

CONSULTANT shall develop the Retaining Wall Site Data Submittal Form for use in developing the Caltrans Type Selection Report for the following walls:

1. Wall No. 1 – EB onramp approximate station range 57+00 to 58+50 will be a Type 1 wall
2. Wall No. 2 – EB onramp at Carson Creek Crossing consisting of bottomless culvert, Type 5 wall, Type 1 wall
3. Wall No. 3 – Adjacent to Latrobe Road consisting of a custom designed sidewalk supported on CIDH piles

CONSULTANT shall develop a draft Type Selection Report for submittal to Caltrans and the County. Once the Type Selection Report is completed, CONSULTANT shall schedule and conduct a Retaining Wall Type Selection Meeting at Caltrans Structures (Sacramento). CONSULTANT shall develop Type Selection Meeting minutes for distribution after the meeting and finalize the Type Selection Report. This report will become the basis for the final design of the bridge portion of the Project.

For Retaining Wall No. 4, preliminarily, a Type 1 or Soldier Pile Wall is assumed for this scope. CONSULTANT shall develop a Type Selection Memorandum for COUNTY review and approval only. The memorandum will compare wall types, and recommendations for the COUNTY to select the alternative to develop in subsequent plans, specifications, estimates (PS&E) tasks. It is assumed that a draft memo would be submitted to the COUNTY for review and comment, CONSULTANT shall address comments and submit the final memo for COUNTY approval. This scope accounts for two (2) meetings with the COUNTY, the first meeting to present and discuss the draft report and the second meeting to present the final memo and response to COUNTY comments.

**Deliverables:**

- Draft and Final Type Selection Memo for Wall No. 4, COUNTY review only

Caltrans Structures Design Office of Special Funded Projects (OSFP) will receive deliverables as outlined in OSFP Information and Procedures Guide (COUNTY to receive one copy of each deliverable):

### Pre-Type Selection

- Wall Site Data Submittal form and attachments
- Foundation Boring Plan

### Type Selection

- Type Selection Report
- Wall Site Data Submittal form and attachments
- General Plan
- Foundation Plan
- Preliminary Foundation Report

### Post-Type Selection

- Type Selection Meeting Summary
- General Plan Estimate
- Approved General Plan

### **Duration:**

- Draft Retaining Wall Type Selection Report will be submitted to Caltrans OFSP within two (2) weeks of receipt of County comments.
- Final Retaining Wall Type Selection Report will be submitted within three (3) weeks of receipt of Caltrans comments.

### **Item of Work 3.6 - Materials Report**

CONSULTANT's subconsultant, Crawford shall perform additional work due to changes to the box culvert design, stormwater requirements, retaining wall types, additional retaining wall adjacent to Latrobe Road, and possible relocation of the overhead sign in the center median of Latrobe Road. The additional work to be performed by Crawford will consist of the following:

- Performing fieldwork coordination and marking USA.
- Renew Caltrans Encroachment Permit and complete six (6) percolation tests to determine soil infiltration rates.
- Collect up to two (2) concrete samples at the downstream end of the double box culvert along the US-50 EB on-ramp and publish a letter to report results of the Asbestos Containing Construction Materials (ACCM) testing.
- Completing two (2) to three (3) seismic surveys along the proposed Retaining Wall #4 to assess material rippability and depth to competent bearing layer.
- Performing three (3) manually operated dynamic cone penetration (DCP) tests and hand augers to determine strength/type of earth materials along the proposed Retaining Wall #4 due to limited drill rig or excavator access.
- Prepare a preliminary retaining wall foundation report to support the Caltrans Type Selection process.
- Collect one (1) water sample at the proposed culvert extension to satisfy a Caltrans comment on the draft Geotechnical Design Materials Report (GDMR).

- Update the Draft GDMR to include recent project design changes and respond to Caltrans comments.
- Fieldwork coordination and attending project design team meetings.
- Additional laboratory testing on collected soil/rock samples to determine strength/type of earth materials and corrosion evaluation at structure locations and culvert extension location for the double thirty-six inch (36") Reinforced Concrete Pipe (RCP) crossing under the EB off loop and EB diagonal on ramp.

**Optional Task – Overhead Sign on Latrobe Road**

This optional task will be initiated with written authorization to proceed from the COUNTY Contract Administrator. The work covers work associated with geotechnical exploration to provide foundation recommendations for a sign bridge that would replace the existing median sign for northbound Latrobe Road. The sign bridge would provide for two (2) guide sign panels to direct traffic to the westbound and eastbound diagonal on ramps.

- Complete two (2) exploratory borings for the two (2) additional overhead sign structure foundations along Latrobe Road.
- Performing laboratory testing on collected soil and rock samples to determine strength/type of earth materials.
- Revising the GDMR to include overhead sign structure.

Crawford geotechnical scope of work assumes the following:

- Estimated drilling with traffic control set up will consist of two (2) days for the percolation tests with Caltrans Encroachment notification and up to two (2) days to complete two (2) exploratory boring to twenty-five – thirty-five feet (25' – 35') (or auger refusal) at Overhead Sign support locations.
- A portable rig will likely be required for the overhead sign support in the landscape area on the east side of Latrobe Road due to the presence of several underground utilities in the northbound right-hand lane and sidewalk.
- Drill cuttings from the borings will be drummed and disposed off-site.
- Borings can be drilled by a non-DBE Driller.
- Traffic control will consist of temporary shoulder closure for Crawford percolation testing within the Caltrans Right-of-Way and lane closures for the borings along Latrobe Road.
- Boring completed on paved surfaces will be capped with cement to the full length of the pavement section and dyed black (no Hot Mix Asphalt [HMA] patching).
- The Caltrans Encroachment permit can be renewed by submitting a letter to renew and extend the original permit for the project.
- One day of private utility locating will be required for explorations within Caltrans Right-of-Way.
- No contaminated soil or groundwater issues are present that would require containment of the drill cuttings.

- All fees will be waived for the County Encroachment Permit.
- The boring data generated for the Overhead Sign will be included in the Geotechnical Design and Materials Report.
- The proposed Retaining Wall #4 is not within Caltrans right-of-way and will be reported separately and not subject to Caltrans review.
- If needed, rights-of-entry will be provided by others.
- Hand-operated explorations for the proposed Retaining Wall #4 will require a Soil Technician with a Prevailing Wage Rate.

**Deliverables:**

- Preliminary Foundation Report
- Draft and Final Geotechnical Design Report
- Fieldwork Coordination and PDT meetings

**Duration:**

- Draft Geotechnical/Materials Report shall be submitted within five (5) months following completion of the field exploration phase and laboratory testing
- Final Geotechnical/Materials Report shall be submitted within three (3) weeks of receiving comments from Caltrans

**TASK 4 – SURVEYS, MAPPING & UTILITY POTHOLING**

**Optional Item of Work 4.2 – Potholing Utilities**

CONSULTANT’s subconsultant, Bess Corporation shall provide vacuum excavation utility location and associated surveying for up to six (6) pothole locations along Latrobe Road from the eastbound on ramp intersection to Town Center.

Subsurface investigation work will follow the means and methods outlined in the current contract scope.

**Deliverables:**

- Potholing utilities (up to six [6] holes)

**Duration:**

- Potholing work shall be completed within three (3) months following submittal of the utility conflict mapping
- Potholing data shall be submitted within one (1) week of completion of the potholing work

**TASK 6 - PREPARE 65% DRAFT PS&E**

**Item of Work 6.1 - 65% Roadway and Structure PS&E**

CONSULTANT shall prepare draft roadway and structure contract plans incorporating changes to geometrics approved by Caltrans. It is anticipated that the following types of plan sheets will be needed as shown in the following table:



**US 50 EASTBOUND Onramp & Offramp  
MODIFICATION PROJECT  
Estimated Number of Plan Sheets**

<b>Sheet Type</b>	<b>Estimated No. of Sheets</b>
Title Sheet	1
Construction Staking Survey Control Data	1
Typical Cross Sections	7
Key Map and Line Index	1
Layouts	4
Profiles & Superelevation Diagrams	5
Construction Details	24
Erosion Control Plan	4
Erosion Control Details	1
Contour Grading	3
Drainage Plan	4
Drainage Profile	7
Drainage Quantities	8
Sanitary Sewer	0
Utility	4
Construction Area Signs	1
Stage Construction	8
Traffic Handling Plan	15
Traffic Handling Details	1
Traffic Handling Quantities	8
Detour Plan	5
Detour Details	1
Pavement Delineation Plan	4
Pavement Delineation Quantities	6
Sign Plan	4
Sign Details	4
Sign Quantities	6
Summary of Quantities	6
Retaining Walls	25
Landscape (OPTIONAL)	5
Signal, Lighting, & Electrical Systems	50
<b>TOTAL ESTIMATED SHEETS</b>	<b>222</b>

CONSULTANT shall prepare and submit sixty-five percent (65%) Plans to the County and Caltrans for review and comment. All deliverables will be provided in PDF format.

**Deliverables:**

- Sixty-five percent (65%) 11" x 17" Plans

Caltrans OSFP will receive Deliverables as outlined in OSFP Information and Procedures Guide:

- Unchecked structure plans
- Unchecked structure plans (.dgn and .par files)
- Draft Final Foundation Report
- Draft road plans

**Item of Work 6.2 - Prepare Electrical Systems PS&E Additional Electrical Design**

CONSULTANT's subconsultants, Bennet Engineering and Y&C (Bennet/Y&C) shall obtain electronic base plan and as-built signal plan for the Latrobe Road/Town Center Blvd intersection from CONSULTANT. Bennet/Y&C shall verify as-built signal plan in the field. Bennet/Y&C shall prepare additional electrical PS&E for signal modification at the intersection of Latrobe Road and Town Center Boulevard, which will be impacted by the proposed improvements. The signal modification plan will be submitted with the rest of the electrical packages to the COUNTY for review at various milestones. Any COUNTY comments will be incorporated into final PS&E.

Bennet/Y&C shall also prepare PS&E for a Rectangular Rapid Flashing Beacons (RRFB) system for a Class I bikeway crossing at the US 50 eastbound loop on-ramp.

Bennet/Y&C shall submit PS&E for signal modifications and placement of an RRFB (power source to be determined) on the eastbound loop off ramp to the COUNTY for review with the rest of the electrical PS&E package at sixty-five percent (65%), ninety-five percent (95%), and one hundred percent (100%) level. Any comments by the COUNTY will be incorporated into final PS&E

**Assumptions:**

It is assumed that no temporary traffic signal system will be required for this location since the existing signal equipment may remain in operation while widening is constructed.

**Deliverables** (All deliverables will be provided in PDF format):

- One (1) Sheet of 1"-20' RRFB
- One (1) Sheet of no scale RRFB details
- One (1) sheet of 1"-20' traffic signal layout plan
- One (1) sheet of no scale signal equipment and conductor schedules
- Technical Specifications and Construction cost estimates

**Duration:**

- Sixty-five percent (65%) plans shall be submitted within six (6) months after receiving approval from Caltrans for the Retaining Wall Type Selection Report.

**TASK 7 - 95% PLANS, SPECIFICATIONS, AND ESTIMATE SUBMITTAL**

**Item of Work 7.1 - 95% PS&E**

CONSULTANT shall revise the sixty-five percent (65%) plans based on the Caltrans approved GAD and comments received in the sixty-five percent (65%) plans. CONSULTANT shall then prepare and submit ninety percent (90%) plans, specifications, and estimate. All deliverables will be provided in PDF format.

**Deliverables:**

- Ninety-five percent (95%) 11" x 17" Plans
- Ninety-five percent (95%) Submittal Draft Special Provisions
- Ninety-five percent (95%) Submittal of Engineer's Estimate

**Duration:**

- Ninety-five percent (95%) plans shall be submitted within four (4) months of receiving sixty-five percent (65%) plan comments from Caltrans.

**TASK 8 - 100% FINAL PS&E SUBMITTAL, ADVERTISE, AND AWARD**

**Item of Work 8.1 - Final 100% PS&E**

This phase incorporates comments from draft plans, specifications, and estimates and produces final plans, specifications, and estimate ready for advertisement. Upon receiving comments from the COUNTY, Caltrans, and other stakeholders, each comment will be reviewed, discussed and addressed in writing.

This scope does not include revisions to the plans, specifications, or estimate after submittal of the one hundred percent (100%) Final PS&E. If revisions are required a separate scope and budget would need to be prepared and approved by the County. All deliverables will be provided in PDF format.

Provided with one hundred percent (100%) plans, specifications, and estimate will be the following:

- 11"x17" plans
- Final special provisions
- Engineer's estimate
- Roadway Cross-sections at fifty feet (50') intervals (11x17)
- Design surfaces In LandXML format
- Quantity calculations and Checker set

**Deliverables:**

- One hundred percent (100%) 11" x 17" Plans
- One hundred percent (100%) Submittal Draft Special Provisions
- One hundred percent (100%) Submittal of Engineer's Estimate
- Roadway Design Cross Sections at fifty feet (50') Intervals (11x17)

- Design surfaces In LandXML format
- Quantity calculations including Checkers set

**Duration:**

- One Hundred percent (100%) plans shall be submitted within eight (8) weeks of receiving sixty-five percent (95%) plan comments from Caltrans.

# Conсор North America, Inc.

## Amended Exhibit B

### Amended Rate Schedule

<b>Labor by Classification</b>	<b>Hourly Rate</b>
Principal Engineer	\$80 - \$170
Senior Engineer	\$55 - \$135
Associate Engineer	\$45 - \$100
Professional Engineer	\$45 - \$100
Engineering Designer I	\$35 - \$65
Engineering Designer II	\$40 - \$80
Engineering Designer VII	\$45 - \$100
Engineering Designer IX	\$55 - \$105
Senior CAD Designer	\$50 - \$100
CAD Manager	\$50 - \$100
CAD Technician*	\$30 - \$75
Student Intern*	\$18 - \$35
Senior Project Manager	\$65 - \$125
Project Manager I	\$55 - \$125
Project Manager Assistant*	\$30 - \$65
Project Accountant*	\$20 - \$65
<b>Overhead Rate</b>	<b>180.00%</b>
<b>Other Direct Costs</b>	
Office Computer & Software	Included in Overhead
Office Phone/Cell/Fax	Included in Overhead
Reproduction	
In office	Included in Overhead
Vendor	Cost
Delivery	Cost
Mileage	Current Federal Rate
Other Travel	Cost
Subconsultants	Cost
Short Term Per Diem	up to \$180 per day
Long Term Per Diem	up to \$120 per day
Prevailing Wage**	loaded with overhead and fee
Miscellaneous	Cost
<b>Fee</b>	
Labor + Overhead	12%
Other Direct Costs	0%

**Subconsultants' Services, Other Direct Costs, Materials, Printing, Permit Fees, Delivery Charges, Filing Fees, Checking Fees, Reproductions, and Outside Services:**

Subconsultants' services, other direct costs, materials, printing, permit fees, delivery charges, filing fees, checking fees, reproductions, subconsultants' services, and outside services shall be invoiced in accordance with ARTICLE II, Compensation for Services.

**Travel and Mileage Reimbursement:**

Travel and mileage will be reimbursed in accordance with ARTICLE VII, Cost Principles and Administrative Requirements.

**Notes:**

\*Overtime rates apply to these classifications and will typically be charged at 1.5 times the hourly rate.

Labor Costs to be invoiced based on actual hourly rate plus overhead plus fee.

Other Direct Costs to be invoiced at actual cost-plus Fixed fee.

COUNTY and CONSULTANT agree that the Indirect Cost Rate shall remain unchanged for a multi-year contract.

If contract period exceeds three years from date of notice to proceed, rates will be adjusted with an amendment to this agreement.

**Conсор North America, Inc.**

**Amended Exhibit C**

**Amended Cost Proposal**

<b>Item of Work</b>	<b>Description</b>		<b>Cost</b>
Task 1	Project Management	\$	39,930.83
Task 2	Prepare Preliminary Geometric Plans and Planning Level Estimate	\$	20,898.58
Task 3	Engineering Technical Studies	\$	65,604.11
Task 3	Additional Engineering Technical Studies	\$	13,681.15
Task 4	Surveys, Mapping, and Utility Potholing	\$	3,439.06
Task 4	Optional Potholing Utilities	\$	5,345.92
Task 5	Environmental Documentation	\$	4,030.42
	CONSULTANT – Other Direct Costs	\$	250.00
	<b>CONSULTANT Subtotal:</b>	<b>\$</b>	<b>153,180.07</b>
Task 1	Project Management	\$	51,188.88
Task 1	Additional Project Management	\$	50,383.16
Task 6	Prepare 65% PS&E	\$	546,967.12
Task 6	Additional Preparation of 65% PS&E	\$	137,243.07
Task 7	95% PS&E Submittal	\$	246,168.00
Task 7	Additional 95% PS&E Submittal	\$	47,411.51
Task 8	100% Final PS&E Submittal, Advertise and Award	\$	233,189.00
Task 8	Additional 100% Final PS&E Submittal, Advertise and Award	\$	27,454.41
	CONSULTANT – Other Direct Costs	\$	1,250.00
	<b>CONSULTANT Subtotal</b>	<b>\$</b>	<b>1,341,255.15</b>
	<b>CONSULTANT TOTAL</b>	<b>\$</b>	<b>1,494,435.22</b>

**Subconsultants:**

Dokken Engineering			
Task 3	Engineering Technical Studies	\$	7,540.00
Task 5	Environmental Documentation	\$	92,236.00
	Other Direct Costs	\$	500.00
	Dokken Subtotal:	\$	100,276.00

DKS			
Task 3	Engineering Technical Studies	\$	94,222.94
Task 3	Additional Engineering Technical Studies	\$	9,327.00
	Other Direct Costs	\$	444.06
	DKS Subtotal:	\$	103,994.00

Crawford & Associates			
Task 3	Engineering Technical Studies	\$	102,576.00
Task 3	Additional Engineering Technical Studies	\$	35,500.75
Optional Task 3	Overhead Sign on Latrobe Road	\$	14,897.53
	Other Direct Costs	\$	103,495.60
	Crawford & Associates Subtotal:	\$	256,469.88

Bennett Engineering Services			
Task 3	Engineering Technical Studies	\$	115,441.00
Task 7	Additional 95% PS&E Submittal	\$	7,613.28
Task 8	Additional 100% Final PS&E Submittal	\$	4,624.93
	Other Direct Costs	\$	250.00
	Bennett Engineering Subtotal:	\$	127,929.21

Bess Corporation			
Task 4	Surveys, Mapping, and Utility Potholing	\$	17,863.00
Task 4	Optional Potholing Utilities	\$	30,383.00
	Other Direct Costs	\$	3,230.00
	Bess Corporation Subtotal:	\$	51,476.00



Y&C			
Task 6	Prepare 65% PS&E	\$	131,033.00
Task 6	Additional Preparation of 65% PS&E	\$	10,948.69
	Other Direct Costs		535.00
	Y&C Subtotal:	\$	142,516.69
	<b>SUBCONSULTANT TOTAL:</b>	<b>\$</b>	<b>782,661.78</b>
	<b>TOTAL COST ESTIMATE:</b>	<b>\$</b>	<b>2,277,097.00</b>

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