

Vali Cooper & Associates, Inc.

Construction Engineering and Construction Support Services for the U.S. 50/Missouri Flat Road Interchange Improvements - Phase 1B Project

AGREEMENT FOR SERVICES # *AGMT 09-52748*

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 Vali Cooper & Associates, Inc., a corporation duly qualified to conduct business in the State of California, whose principal place of business is 41 Washington Avenue, Point Richmond, California 94801 (hereinafter referred to as "Consultant");

RECITALS

WHEREAS, County has determined that it is necessary to obtain a consultant to assist its Department of Transportation with construction engineering and construction support services for the U.S. 50/Missouri Flat Road Interchange Improvements - Phase 1B 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 U.S. 50/Missouri Flat Road Interchange Improvements - Phase 1B 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 services necessary to provide construction engineering and construction support services, and other project delivery support services including, but not limited to,

those tasks identified in Exhibit A, marked "Base Scope of Work," incorporated herein and made by reference a part hereof. Deliverables for the specific items of work to be provided under the Base Scope of Work 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 specified in Exhibit A. Adjustments to the completion times specified in Exhibit A may only be made in accordance with the prior written approval of County's Contract Administrator.

County's Contract Administrator will issue Consultant a single written Notice to Proceed for all of the Items of Work listed as the Base Scope of Work in Exhibit A hereto, and Consultant shall not commence any work 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.

Exhibit A hereto also outlines the scope of Consultant's subconsultants' responsibilities. All of the tasks included in the Base Scope of Work are the responsibility of Consultant, unless specifically described as a task or item of work to be provided by County as set forth herein below. Consultant shall be responsible for the supervision, administration and work performed by any subconsultants for services rendered under this Agreement.

- C. In addition to the specific services identified in Exhibit A, "Base Scope of Work" herein, this Agreement may also include Optional Tasks, as subsequently identified during the course of work under this Agreement by the Contract Administrator. Such Optional Tasks may supplement, expand or modify the Base Scope of Work or may include, but not be limited to, tasks that are deemed critical by the Contract Administrator to the furtherance of completing the Project, including items of work necessary to support the construction activities for 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 Task Orders to be issued in accordance with this Agreement.

The specific services for each assignment shall be determined at a meeting or telephone conference between Consultant and County's Contract Administrator, or designee, to discuss the needs, applicable standards, required deliverables, specific Consultant staff, subconsultants, and any necessary permits on a task-by-task basis. Following the meeting, Consultant shall provide County's Contract Administrator with a written scope of work for the Optional Task, a schedule including a list of tasks with completion dates, a target completion date for the overall scope of work, and a not-to-exceed cost itemization to complete the work (resulting in a Task Order), which shall require written approval, authorization, and written notification to proceed from County's Contract Administrator, prior to commencement of the work.

If Optional Tasks are assigned under this Agreement, Consultant shall prepare and submit with its Task Order proposal a "Local Agency Proposer-UDBE Commitment (On Call Consultant Contracts)" form, a "UDBE Information-Good Faith Efforts"

form, and a "Local Agency Proposer DBE Information (On Call Consultant Contracts)" form for each Task Order to be issued under this Agreement, unless County's race conscious goals have been met for the federal fiscal year in which the Task Order is executed. Consultant's responsibilities for compliance with DBE requirements are more fully described in Article XXXIX, Disadvantaged Business Enterprise (DBE) Considerations and in Article XL, DBE Participation herein. The required DBE forms are included in the Exhibits to this Agreement. No Task Order shall be issued under this Agreement until the required DBE forms have been received and approved by the Contract Administrator.

No payment will be made for any Optional Task work performed prior to approval and full execution of the Task Order, and no payment will be made for amounts in excess of the not-to-exceed amount of the Task Order.

Funding from various local, state and federal sources may be utilized to fund certain assignments to be performed under this Agreement and, as a consequence, the requirements (other than those incorporated herein below) of the funding agencies related to those grants will be incorporated into the provisions of the specific Task Orders issued for Optional Tasks, if any, for those assignments.

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

The period of performance for Task Orders issued for Optional Tasks, if any, shall be in accordance with dates specified in each Task Order. No payment will be made for any work performed before or after the period of performance in the Task Order, unless County's Contract Administrator and Consultant amend the Task Order. No Task Order will be written which extends beyond the expiration date of this Agreement, or which exceeds the cumulative total of the not-to-exceed dollar amount of the Contract.

- D. County shall review Consultant's progress at key points as specified in the Base Scope of Work for the Project and in each Task Order issued for Optional Tasks, if any. Milestone reviews shall be performed for the specific products and deliverables listed in the Base Scope of Work and in each Task Order as applicable. Milestones may only be changed by written agreement between County's Contract Administrator and Consultant's Project Manager.
- E. If a submittal or Task Order deliverable is required to be an electronic file, Consultant shall produce the file using Microsoft Office 2003 applications (specifically, MS Word, MS Project and MS Excel). Signed reports shall be submitted in Adobe portable document format (PDF). Electronic AutoCAD 2008 or AutoCAD Civil 3D 2008 format shall be used for submittal of plans or other similar documents as specified by the Contract Administrator. All maps will be produced in MicroStation and shall be submitted in that format. 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 types of software used for analytical purposes may be authorized if approved in advance of the submittal by County's Contract Administrator.

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

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

ARTICLE II

Term: This Agreement shall become effective when fully executed by both parties hereto and shall expire upon the later of County's recordation of the Notice of Acceptance for the Project or the resolution of all construction claims, if any, associated with the Project.

ARTICLE III

Compensation for Services: For services provided herein, including all deliverables described in Exhibit A hereto and in the individual Task Orders for Optional Tasks, if any, issued pursuant to this Agreement; and including all of the forms and reports required under the Disadvantaged Business Enterprise (DBE) provisions of this Agreement; and including the progress reports required by Article VI, Progress Reports, below, County agrees to pay Consultant monthly in arrears. Payment shall be made within thirty (30) days following County receipt and approval of itemized invoices detailing services rendered.

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

Neither mileage nor travel costs (i.e., overnight lodging, meals, parking, airfare, bridge tolls, and other per diem expenses) will be reimbursed as a direct cost for any services performed under this Agreement by Consultant or by any authorized subconsultants.

Other direct costs including subconsultants' services authorized herein shall be invoiced at Consultant's cost, without markup, for the services rendered. Any invoices that include other direct costs or subconsultants' costs shall be accompanied by backup documentation to substantiate Consultant's costs for the services being billed on those invoices.

For the purposes of budgeting the items of work identified in Exhibit A, Base Scope of Work, herein and for budgeting Optional Tasks that may be assigned under this Agreement, the maximum allowable billing amounts for each item of work are described in Exhibit C, marked "Cost Proposal," incorporated herein and made by reference a part

hereof. The amounts indicated in Exhibit C represent the composition of the total not-to-exceed budget for the various items of work. In the performance of the scope of services to be provided under this Agreement, Consultant may request to reallocate the expenses listed in Exhibit C among Consultant's own personnel (not including subconsultants) and among the various items of work identified therein, subject to the Contract Administrator's written approval. In no event shall the "not-to-exceed" amount of the Base Scope of Work be exceeded, nor shall the amounts identified for subconsultants or Optional Tasks be exceeded, nor shall the total not-to-exceed dollar amount of the Contract be exceeded.

The total amount for services to be provided under the Base Scope of Work identified in Exhibit A hereto shall not exceed \$2,370,000 inclusive of all work of subconsultants and all costs and expenses.

The total amount for all Optional Tasks, if any, which may be assigned in accordance with this Agreement shall not exceed \$95,000 inclusive of all Task Orders, all work of subconsultants and all costs and expenses. The not-to-exceed amount of each individual Task Order so assigned shall not exceed the amount specified in each Task Order, unless County's Contract Administrator and Consultant amend the Task Order in writing.

The total amount of this Agreement, including all of the services detailed in Exhibit A and including any Optional Tasks which may be assigned, and inclusive of all work of subconsultants, costs, expenses and Task Orders shall not exceed \$2,465,000.

Itemized invoices shall follow the format specified by County and shall reference this Agreement number and, if applicable, the County-supplied Task Order number, both on their faces and on any enclosures or backup documentation. If Task Orders for Optional Tasks are issued pursuant to the provisions of this Agreement, Consultant shall bill County for only one Task Order per invoice. Consultant shall prepare and submit a fully executed "Final Report – Utilization of Disadvantaged Business Enterprises (DBE), First-Tier Subcontractors" form with its final invoice for each Task Order, if any, issued under this Agreement. Payment for such invoices shall be withheld until County's receipt and approval of each required DBE form. Consultant's responsibilities for compliance with DBE requirements are more fully described in Article XXXIX, Disadvantaged Business Enterprise (DBE) Considerations and in Article XL, DBE Participation herein.

Consultant shall attach copies of any progress reports required under the provisions of Article VI, 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
Department of Transportation
2850 Fairlane Court
Placerville, California 95667
Attn: Administration Division – Accounts Payable

or to such other location as County directs.

In the event that Consultant fails to deliver, in the format specified, the deliverables, DBE forms 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, forms or progress reports are received, or proceed as set forth below in Article XVII, Default, Termination, and Cancellation herein.

ARTICLE IV

Standards for Work: Services rendered under this Agreement shall be performed in accordance with the guidelines set forth in the *Caltrans Construction Manual*, *Caltrans Bridge Construction Records and Procedures Manual*, *Caltrans Materials Testing Manual*, *Caltrans Local Assistance Procedures Manual*, the El Dorado County Department of Transportation's Quality Assurance Program, ASTM testing procedures, and all other applicable Caltrans, Federal Highway Administration (FHWA), federal, state and local laws, County guidelines and accepted industry standards, and shall be performed in a safe, professional, skillful and workmanlike manner.

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

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

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

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

ARTICLE V

Quality Control: Consultant shall have a quality control/quality assurance (QC/QA) plan in effect during the entire time work is being performed under this Agreement. Consultant shall provide County with its QC/QA plan and an outline of the project-specific quality control/quality procedures. Consultant shall identify quality control reviews to ensure compliance with the major deliverables within the Base Scope of Work for this Agreement. At a minimum, the QC/QA plan shall address the following work tasks to be performed by Consultant:

- A. Conformance with the Plans and Specifications - Consultant is responsible for ensuring that the Project is built in conformance to the lines and grades as shown on the Contract plans, and to the specifications as defined in the Special Provisions.

- B. **Materials Tests** - Consultant is responsible for ensuring that quality assurance testing for materials incorporated into the final construction product adheres to the testing requirements of the *Caltrans Construction Manual* and the Contract Specifications. Any tests showing failure shall mean the material shall be removed and remedied and such repair shall be documented. Consultant shall be responsible for checking concrete and asphalt concrete mix designs for conformance with the specifications.
- C. **Reports and Record Keeping** - Consultant shall maintain thorough documentation of daily inspection efforts and testing. Records shall be maintained, which shall include all pertinent Project data and correspondence, progress photos, quantity calculations, progress estimates, change order quantity and cost data, and existing Project conditions prior to the beginning of construction. Records are to be maintained and filed in accordance with the *Caltrans Construction Manual*.
- D. **Shop Drawing Reviews** - Consultant shall be responsible to review and approve County's Contractor's designs for temporary support such as falsework, shoring, and excavation plans. Consultant may be required to assist in reviewing finished product shop drawings such as Pre-Cast girders and sign structures.

ARTICLE VI

Progress Reports: Consultant shall submit written progress reports to the 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 written progress reports once per month. The reports shall be sufficiently detailed for the 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 the Contract Administrator, and Consultant shall be required to modify its work as necessary to meet that level of acceptability as defined by the Contract Administrator. Separate detail shall be provided for each ongoing item of work. 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. 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 VII

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 VIII

Ownership of Data: Upon completion or earlier termination of all services under this Agreement, or upon the completion or earlier termination of services provided in accordance with individual Task Orders, if any, 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 IX

Consultant's Project Manager: Consultant designates Agnes Weber, P.E., President, as its Project Manager for this Agreement. Consultant's Project Manager, or a 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 Agreement; (2) reviewing, monitoring, training and directing Consultant's personnel and any subconsultants authorized herein; and (3) providing qualified and appropriate traffic control services for field work.

ARTICLE X

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 to the subconsultants identified in Exhibit A hereto, or to any subconsultants which may be authorized in individual Task Orders, if any, issued pursuant to the Optional Tasks provisions of this Agreement without prior written approval by County's Contract Administrator.

ARTICLE XI

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 XII

Confidentiality:

- A. Consultant shall maintain the confidentiality and privileged nature of all records, including billing records, all financial, statistical, personal, technical, or other data and information relative to County's operations together with any knowledge therein acquired, in accordance with all applicable state and federal laws and regulations, as they may now exist or may hereafter be amended or changed. Consultant, and all Consultant's staff, employees, and representatives, including any subconsultants authorized herein, shall not use or disclose, directly or indirectly at any time, any said confidential information, other than to County's Department of Transportation for the purpose of, and in the performance of, this Agreement.
- B. Permission to disclose information on one occasion shall not authorize Consultant to further disclose such information, or disseminate the same on any other occasion.
- C. Consultant shall not comment publicly to the press or any other media regarding this Agreement or County's actions on the same, except to County's staff, Consultant's own personnel or authorized subconsultants involved in the performance of this Agreement, at public hearings or in response to questions from a Legislative committee.
- D. Consultant shall not issue any news release or public relations item of any nature whatsoever, regarding work performed or to be performed under this Agreement without prior review of the contents thereof by County, and receipt of the 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. This confidentiality provision shall survive after the expiration or earlier termination of this Agreement.
- G. Any subcontract entered into as a result of this Agreement shall contain all of the provisions of this Article.

ARTICLE XIII

Assignment and Delegation: Consultant is engaged by County for its unique qualifications and skills as well as those of its personnel. Consultant shall not subcontract, delegate, or assign services to be provided, in whole or in part, to any other person or entity without prior written consent of County. Notwithstanding this Article, Consultant is authorized to utilize only the specific subconsultants identified in Exhibit A hereto for the specific tasks or items of work identified in therein. In addition, County may, through its Contract Administrator, authorize Consultant to utilize specifically named subconsultants for services to be performed as Optional Tasks, if any are so assigned, for the particular tasks, work and deliverables identified in the Task Orders issued pursuant to this Agreement for Optional Tasks. For any such Optional Tasks that may be assigned,

authorization and approval to utilize subconsultants shall be sought and obtained by Consultant prior to the subconsultants' commencement of any work under the Task Orders that may be issued for such Optional Task work.

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 subconsultants' services.

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

ARTICLE XIV

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 subconsultants, 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 or subconsultants.

ARTICLE XV

Prevailing Wage: County requires Consultant's services on public works project(s) involving local, state and/or federal funds to which prevailing wage requirements may apply. As a consequence, Consultant and any subconsultants authorized 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 offices of the District Director of Transportation for the district in which the work is situated. Changes, if any, to the general prevailing wage rates will be available at the same location.

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 XVI

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

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

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

ARTICLE XVII

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 Task 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 Task Order or the total amount of the contract, as applicable. Upon receipt of a Notice of Termination, Consultant shall promptly discontinue all services affected, as of the effective date of termination set forth in such Notice of Termination, unless the Notice directs otherwise. In the event of termination for default, County reserves the right to take over and complete the work by contract or by any other means.

ARTICLE XVIII

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

To County:

County of El Dorado
Department Of Transportation
2441 Headington Road
Placerville, California 95677

Attn.: John H. Kahling,
Supervising Civil Engineer

With a Copy to:

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

Attn.: Tim C. Prudhel,
Contract Services Officer

or to such other location as County directs.

Notices to Consultant shall be addressed as follows:

Vali Cooper & Associates, Inc.
41 Washington Avenue
Point Richmond, California 94801

Attn.: Agnes Weber, P.E., President

or to such other location as Consultant directs.

ARTICLE XIX

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 XX

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

- A. Full Workers' Compensation and Employers' Liability Insurance covering all employees of Consultant as required by law in the State of California.
- B. Commercial General Liability Insurance of not less than \$1,000,000 combined single limit per occurrence for bodily injury and property damage.
- C. Automobile Liability Insurance of not less than \$1,000,000 is required in the event motor vehicles are used by Consultant in performance of the Agreement.
- D. In the event Consultant is a licensed professional and is performing professional services under this Agreement, Professional Liability Insurance is required with a limit of liability of not less than \$1,000,000.
- E. Consultant shall furnish a certificate of insurance satisfactory to County's Risk Management Division as evidence that the insurance required above is being maintained.
- F. The insurance will be issued by an insurance company acceptable to County's Risk Management Division, or be provided through partial or total self-insurance likewise acceptable to the Risk Management Division.
- G. Consultant agrees that the insurance required herein shall be in effect at all times during the term of this agreement. In the event said insurance coverage expires at any time or times during the term of this contract, 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 contract upon the occurrence of such event. New certificates of insurance are

subject to the approval of County's Risk Management Division, and Consultant agrees that no work or services shall be performed prior to the giving of such approval.

- H. The certificate of insurance must include the following provisions stating that:
 - 1. The insurer will not cancel the insured's coverage without 30-day prior written notice to County; and
 - 2. The County of El Dorado, its officers, officials, employees, and volunteers are included as additional insured, but only insofar as the operations under this Agreement are concerned. This provision shall apply to all general and excess liability insurance policies.
- I. Consultant's insurance coverage shall be primary insurance as respects the 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 the 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.

ARTICLE XXI

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 XXII

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

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

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

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

ARTICLE XXIII

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

ARTICLE XXIV

Taxpayer Identification Number (Form W-9): All independent contractors or corporations providing services to County must file a Department of the Treasury Internal Revenue Service Form W-9, certifying their Taxpayer Identification Number.

ARTICLE XXV

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 the County Business License Ordinance prior to beginning work under this Agreement and at all times during the term of this Agreement.

ARTICLE XXVI

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 XXVII

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

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

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

ARTICLE XXVIII

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 FHWA grant funding requirements, regulations, and related executive orders regarding the use, expenditure, control, reporting, allowable costs and management of such funds. 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 XXIX

Working Office: Consultant shall establish a working office at a place acceptable to County. The parties hereto acknowledge and agree that Consultant's offices located at 41 Washington Avenue, Point Richmond, California 94801 are acceptable to County.

ARTICLE XXX

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

- A. Consultant shall comply with 2 CFR Part 225, Cost Principles for State and Local Governments, and with federal administrative procedures pursuant to 49 CFR, Part 18, Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments, and 49 CFR, Chapter 1, Parts 31 et seq., Federal Acquisition Regulations System, insofar as those regulations may apply to Consultant. This provision shall apply to every sub-recipient receiving funds as a Consultant or subconsultant under this Agreement.
- B. Any expenditures for costs for which Consultant has received payment or credit that are determined by subsequent audit to be unallowable under 2 CFR Part 225, 48 CFR, Parts 31 et seq. or 49 CFR, Part 18 are subject to repayment by Consultant to County.
- C. Travel and subsistence (per diem) reimbursements, if applicable, and third-party contract reimbursements to subconsultants will be allowable as Project costs only after those costs are incurred and paid for by Consultant.
- D. Notwithstanding any other provision of this Agreement to the contrary, neither mileage nor travel and subsistence (per diem) expenses (i.e., overnight lodging, meals, parking, airfare, bridge tolls, or other such expenses) will be separately reimbursed for any services performed under this Agreement by Consultant or by any authorized subconsultants. Consultant's hourly rates indicated in Exhibit B hereto and subconsultants' hourly rates are inclusive of charges for vehicle and mileage expenses.
- E. Consultant and its subconsultants shall establish and maintain accounting systems and records that properly accumulate and segregate funds received under this Agreement by line item. The accounting systems of Consultant and all subconsultants shall conform to Generally Accepted Accounting Principles (GAAP), shall enable the determination of incurred costs at interim points of completion, and shall provide support for reimbursement of payment vouchers or invoices.

ARTICLE XXXI

Audit and Inspection of Records: Consultant shall maintain and make available to the FHWA, the State, the California State Auditor, and County or to any duly authorized representative of the United States Department of Transportation, the State, or County all books, papers, job cost records, detailed cost estimates, claims, and accounts, including payment, property, payroll, personnel, subconsultants' 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 XXVIII, Compliance with Federal, State and Local Agency Requirements and Article XXX, 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 XXXII

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

ARTICLE XXXIII

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

ARTICLE XXXIV

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

ARTICLE XXXV

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

ARTICLE XXXVI

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 XXXVII

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

ARTICLE XXXVIII

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

ARTICLE XXXIX

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, and in Exhibit F marked, "Notice to Proposers Disadvantaged Business Enterprise (DBE) Information," incorporated herein and made by reference a part hereof. 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, County has established a UDBE goal of 1.83%.** Consultant shall prepare and submit the "UDBE Information - Good Faith Efforts" form contained in Exhibit F hereto as well as the other forms and information required by this Agreement. If a UDBE subconsultant is unable to perform, Consultant must make a good faith effort to replace the subconsultant with another UDBE subconsultant if the goal is not otherwise met.

If Optional Tasks are assigned under this Agreement, Consultant shall prepare and submit with its Task Order proposal a "Local Agency Proposer-UDBE Commitment (On Call Consultant Contracts)" form, a "UDBE Information-Good Faith Efforts" form, and a "Local Agency Proposer DBE Information (On Call Consultant Contracts)" form, all of which are included in Exhibit F hereto, for each Task Order issued under this Agreement, unless County's race conscious goals have been met for the Federal Fiscal Year in which the Task Order is executed.

ARTICLE XL

DBE Participation:

- A. This Agreement is subject to 49 CFR, Part 26 entitled "Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs." It is the policy of County that certified DBE firms shall have the maximum opportunity to participate in the performance of agreements financed in whole or in part with federal funds. Consultant shall ensure that certified DBE firms, as defined in the Code of Federal Regulations, have the maximum opportunity to participate in the performance of this Agreement and shall take all necessary and reasonable steps, as set forth in said Part 26, for such assurance. Consultant, if it obtains DBE participation on this Agreement, will assist Caltrans in meeting its federally mandated statewide overall DBE goal. A "Local Agency Proposer-DBE Information (Consultant Contracts)" form and a "Local Agency Proposer-UDBE Commitment (Consultant Contracts)" form (to be provided to Consultant by County) shall be completed by Consultant and shall be submitted upon Consultant's execution of this Agreement.
- B. DBE and other small businesses, as defined in 49 CFR, Part 26 are encouraged to participate in the performance of agreements financed in whole or in part with federal funds. Consultant, subrecipient or subconsultant shall not discriminate on the basis of race, color, national origin, or sex in the performance of this Agreement. Consultant shall carry out applicable requirements of 49 CFR, Part 26 in the award and administration of US DOT-assisted agreements. Failure by Consultant to carry out these requirements is a material breach of this Agreement, which may result in the termination of this Agreement or such other remedy as County deems appropriate.
- C. Any subcontract entered into as a result of this Agreement shall contain all of the provisions of this Article.
- D. A sample agreement is attached hereto as Exhibit G, marked "Standard Agreement for Subcontractor/DBE Participation," and is incorporated herein and made by reference a part hereof.

ARTICLE XLI

Nondiscrimination:

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

Government Code, Section 12990, set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations incorporated into this Agreement by reference and made a part hereof as if set forth in full; and Title VI of the Civil Rights Act of 1964, as amended. Consultant, its employees, subconsultants and representatives shall give written notice of their obligations under this clause as required by law.

- B. Where applicable, Consultant shall include the nondiscrimination and compliance provisions in any of its agreements that affect or are related to the services performed herein.
- C. The Congress of the United States, the Legislature of the State of California and the Governor of the State of California, each within their respective jurisdictions, have prescribed certain nondiscrimination requirements with respect to contract and other work financed with public funds. Consultant agrees to comply with the requirements of Exhibit H, marked "Fair Employment Practices Addendum" and the requirements of Exhibit I, marked "Nondiscrimination Assurances," including Appendices A through D to Exhibit I, both of which exhibits and the four Appendices to Exhibit I 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 H and I and Appendices A through D to Exhibit I 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 XLII

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 XLIII

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 49, Code of Federal Regulations, Part 29, 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.

ARTICLE XLIV

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

- A. Consultant, by its signature herein, certifies to the best of its knowledge and belief that:
 - 1. No state, federal or County appropriated funds have been paid, or will be paid by-or-on behalf of Consultant to any person for influencing or attempting to influence an officer or employee of any state or federal agency; a Member of the State Legislature or United States Congress; an officer or employee of the Legislature or Congress; or any employee of a Member of the Legislature or Congress, in connection with the awarding of any state or federal contract; the making of any state or federal grant; the making of any state or federal loan; the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any state or federal contract, grant, loan, or cooperative agreement.
 - 2. If any funds other than federal appropriated funds have been paid, or will be paid to any person for influencing or attempting to influence an officer or employee of any federal agency; a Member of Congress; an officer or employee of Congress, or an employee of a Member of Congress; in connection with this federal contract, grant, loan, or cooperative agreement; the Consultant shall complete and submit "Standard Form-LLL, Disclosure of Lobbying Activities," in accordance with its instructions, which form and instructions are attached hereto as Exhibit J 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 XLV

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 Director of Transportation, or designee, which may consider written or verbal information submitted by Consultant.

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

ARTICLE XLVI

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

ARTICLE XLVII

Safety:

- A. Consultant shall comply with OSHA regulations applicable to Consultant regarding necessary safety equipment or procedures. Consultant shall comply with safety instructions issued by County's Safety Officer and other County representatives. Consultant's personnel and any subconsultants authorized herein shall wear hard hats and safety vests at all times while working on construction 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 XLVIII

Claims Filed by County's Construction Contractors:

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

ARTICLE XLIX

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

ARTICLE L

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

ARTICLE LI

Rebates, Kickbacks or Other Unlawful Consideration: Consultant warrants that this Contract 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 Contract without liability; to pay only for the value of the work actually performed; or to deduct from the contract price; or otherwise recover the full amount of such rebate, kickback or other unlawful consideration.

ARTICLE LII

Contract Administrator: The County Officer or employee with responsibility for administering this Agreement is John H. Kahling, Supervising Civil Engineer, Department of Transportation, or successor.

ARTICLE LIII

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.

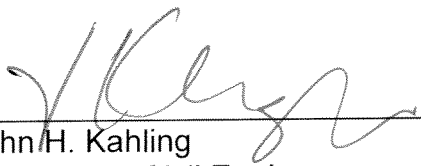
ARTICLE LIV

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 LV


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

Contract Administrator Concurrence:

By: 
John H. Kahling
Supervising Civil Engineer
Department of Transportation

Dated: 09/15/09

Requesting Department Concurrence:

By: 
James W. Ware, P.E.
Director of Transportation

Dated: 9/15/09

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

-- COUNTY OF EL DORADO --

By: _____

Dated: _____

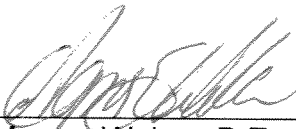
Board of Supervisors
"County"

Attest:
Suzanne Allen de Sanchez
Clerk of the Board of Supervisors

By: _____
Deputy Clerk

Dated: _____

-- VALI COOPER & ASSOCIATES, INC. --

By:  _____
Agnes Weber, P.E.
President
"Consultant"

Dated: 09/22/09

By:  _____
Corporate Secretary

Dated: 9-22-09

Vali Cooper & Associates, Inc.

Exhibit A

Base Scope of Work

Base Scope of Work Table of Contents

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DELIVERABLES:

Unless otherwise indicated below, and notwithstanding any other provision of this Agreement to the contrary, Vali Cooper & Associates, Inc. (VC&A) shall submit hard copy deliverables via US Mail or in-person delivery and electronic copy deliverables via email to County's Contract Administrator (CA). All deliverables, whether hard copy or electronic versions, shall be prepared and submitted in accordance with the computer and software requirements of Article I, Section E of this Agreement. All digital photographs shall be submitted on a CD-Rom in jpeg format with a minimum resolution of 2816 X 2112. The CA's current address is 2441 Headington Road, Placerville, CA 95667 and the current email address is john.kahling@edcgov.us. Changes to the CA's physical or email address will be transmitted to VC&A in accordance with the provisions of Article XVIII, Notice to Parties of this Agreement.

Unless otherwise directed by County's CA, the files for the U.S. 50/Missouri Flat Road Interchange Improvements - Phase 1B Project (Project) will be located at the temporary field office that will be provided by County's Construction Contractor.

Item of Work A. Pre-Construction Services

In accordance with County directives and the current editions of the *Caltrans Construction Manual* and the *Caltrans Bridge Construction Records and Procedures (BCRP) Manual*, VC&A working in conjunction with subconsultants Hanna Engineering, Inc., doing business as The Hanna Group, and LSA Associates, Inc. (hereinafter collectively referred to as "subconsultants") shall perform pre-construction activities including, but not limited to, the following:

1) Contract Document Review:

VC&A working in conjunction with its subconsultants shall review the Project construction contract documents, copies of which shall be provided to VC&A by County, for ambiguities, errors, omissions and contradictions between the plans, specifications, pay items and item payment provisions. VC&A shall also review the construction contract documents for clarity, completeness, consistency, and constructability. VC&A shall prepare a written report of VC&A's findings from its review. VC&A shall set up Project files in accordance with County directives and in accordance with the current editions of the *Caltrans Construction Manual*, which can be found at <http://www.dot.ca.gov/hq/construc/manual2001>, and the *Caltrans BCRP Manual*, which can be found at <http://www.dot.ca.gov/hq/esc/construction/manuals/>.

Deliverables: VC&A shall set up Project files before the first working day of the construction contract. VC&A shall submit the written report of VC&A's findings via email prior to the meeting with the Project Design Consultant, (described in Section 3 below). VC&A shall place a hard copy of the findings report in the Project files.

2) Documentation of Pre-Construction Conditions:

VC&A working in conjunction with its subconsultants shall document pre-construction conditions using digital photographs and video recordings. The documentation shall encompass the entire Project site and any off-site areas that may be affected by Project construction, with special attention given to environmentally sensitive areas and areas where private property meets County or State property. VC&A shall provide a digital still camera. County will supply a MiniDV camcorder and tapes for VC&A's use.

Deliverables: VC&A shall place a CD-Rom with all digital photographs in the Project files before the first working day of the construction contract. VC&A shall store all digital photographs on the County-provided computer for the duration of the Project. VC&A shall place MiniDV video tapes in the Project files before the first working day of the construction contract.

3) Meeting with County and Design Consultant:

VC&A working in conjunction with its subconsultants shall attend a meeting between County, the Project Design Consultant (Quincy Engineering, Incorporated [Quincy]), and VC&A to discuss the Resident Engineer's (RE) pending file, review key aspects of the Project plans, specify areas of concern, develop problem-resolution paths, establish open and cooperative lines of communication, and review contract administration procedures that might involve Quincy. With input from County, VC&A shall prepare the agenda for the meeting and shall prepare meeting minutes after the meeting. County will notify VC&A by phone and/or email of the date, time and location of the meeting.

Deliverables: VC&A shall submit the agenda for the meeting via email at least two (2) days before the meeting. VC&A shall submit the minutes from the meeting via email within two (2) days after the meeting. VC&A shall place hard copies of the agenda and minutes in the Project files within two (2) days after the meeting.

4) Meeting with County and Caltrans Oversight Engineer:

VC&A shall arrange a meeting between County, the Caltrans Oversight Engineer (OE), and VC&A to review key aspects of the construction contract documents, establish open and cooperative lines of communication, and review contract administration procedures that pertain to Caltrans and relevant issues involving contract construction work within the Caltrans right-of-way. With input from County, VC&A shall prepare the agenda for the meeting and shall prepare meeting minutes after the meeting. County will notify VC&A by phone and/or email of the date, time and location of the meeting, which shall be held on or before the award date of the construction contract.

Deliverables: VC&A shall submit the agenda for the meeting via email at least two (2) days before the meeting. VC&A shall submit the minutes from the meeting via email within two (2) days after the meeting. VC&A shall place hard copies of the agenda and minutes in the Project files within two (2) days after the meeting.

5) Pre-Construction Meeting:

VC&A shall facilitate a pre-construction meeting with County's Construction Contractor to be held at County's Headington Road office in Placerville prior to the start of construction activities on the Project. VC&A shall develop an invitation list for the pre-construction meeting based upon direction from County's CA and VC&A shall use the invitation list to invite participants to the pre-construction meeting. During the meeting, VC&A's Resident Engineer shall discuss items including, but not limited to, the following: Project plans and specifications requirements, Project communication lines, safety issues, labor compliance, utilities, staking, materials testing, scheduling of regular progress

meetings, progress payments, and Contract change order and claims procedures. VC&A shall prepare the agenda for the meeting and shall prepare meeting minutes after the meeting. VC&A shall also prepare a list of meeting attendees.

Deliverables: VC&A shall submit the agenda for the meeting via email at least two (2) days before the meeting. VC&A shall submit the minutes and the list of attendees from the meeting via email within two (2) days after the meeting. VC&A shall place hard copies of the agenda, minutes, and attendee list in the Project files within two (2) days after the meeting.

6) Inspection and Administration of Pre-Construction Utility Work:

VC&A working in conjunction with its subconsultants shall inspect and administer utility work performed by Pacific Gas & Electric Company (PG&E), AT&T, Inc. (AT&T) or their contractors prior to the start of Project construction and during the first stages of Project construction. VC&A shall ensure that all utility work is performed safely, with minimum impacts to public convenience, and in accordance with the conditions listed in the County Encroachment Permit and the State Encroachment Permit, copies of which shall be provided to VC&A by County prior to the start of Project construction. VC&A shall ensure that new utility facilities will not interfere with improvements proposed by the Project. If any issues arise regarding potential conflicts between new utility facilities and Project improvements, VC&A shall coordinate resolution with Quincy and VC&A shall immediately inform County's CA of both the issues and the proposed solutions. VC&A shall coordinate with County's survey team to record as-built locations of new utility facilities when and as directed by County's CA. VC&A shall coordinate with County's Materials Lab to schedule any necessary compaction or materials testing services. VC&A shall complete Daily Inspection Reports every day that work is performed on the Project. VC&A shall take digital photographs of the work performed on the Project on a daily basis.

Deliverables: VC&A shall place the originals of the previous week's Daily Inspection Reports in the Project files before noon every Monday. VC&A shall store digital photographs on the Project server for the duration of the Project and also archive them on a CD-Rom and place the CD-Rom in the Project files on a monthly basis. VC&A shall copy or forward to County's CA all email or other correspondence between VC&A, Quincy, PG&E, AT&T, or their contractors. VC&A shall place hard copies of all correspondence in the Project files within one (1) day of sending or receiving such correspondence.

7) Pre-Construction Water Pollution Control:

VC&A working in conjunction with its subconsultants shall make written review comments regarding the Construction Contractor's Storm Water Pollution Prevention Plan (SWPPP), shall submit the review comments to County's CA, and shall facilitate conditional and final approvals of the SWPPP by issuing rejection or approval letters, as appropriate, regarding the Construction

Contractor's SWPPP. The issuance of all letters regarding the Construction Contractor's SWPPP shall be in accordance with the timelines provided in the Project's Construction Contract Special Provisions. VC&A shall prepare a Water Pollution Control/Biological Issue Report.

Deliverables: VC&A shall email to County's CA copies of all rejection/approval letters regarding the Construction Contractor's SWPPP when the letters are transmitted to the Construction Contractor. VC&A shall place hard copies of all letters regarding the Construction Contractor's SWPPP in the Project files within two (2) days of transmittal to the Construction Contractor. VC&A shall email the Water Pollution Control/Biological Issue Report to County's CA and shall place a hard copy of the Report in the Project files prior to the issuance of the Notice to Proceed for the Project's Construction Contract.

Item of Work B. Construction Inspection

In accordance with County directives and the current editions of the *Caltrans Construction Manual* and the *Caltrans BCRP Manual*, VC&A working in conjunction with its subconsultants shall perform construction inspection activities including, but not limited to, the following:

1) Construction Inspection:

VC&A working in conjunction with its subconsultants shall utilize on-site inspectors to check the quality and quantity of the work performed by County's Construction Contractor and any subcontractors and any utility companies. VC&A shall ensure Construction Contractor and utility company compliance with the construction contract documents, copies of which shall be provided to VC&A by County. Items to be inspected shall include, but shall not be limited to, construction materials, methods, techniques, and sequences. The on-site inspectors shall prepare Daily Inspection Reports each day that County's Construction Contractor or a utility company works on site. The Daily Inspection Reports shall document items including, but not limited to, the following:

- a. The date and the day of the week
- b. Labor (names of personnel, names of their respective companies, and their respective labor classifications)
- c. Equipment (type, make, model, company that owns or is using the equipment, and the Construction Contractor's equipment identification number)
- d. Weather
- e. Number of hours that labor and equipment were used on respective contract items of work
- f. Number of hours that labor and equipment were used on respective Contract Change Orders (CCOs)

- g. Number of hours that labor and equipment were idle
- h. Specific times (e.g., 7:30 a.m. – 11:30 a.m., 12:30 p.m. – 4:00 p.m.) that VC&A's inspector was on site
- i. Narrative section that includes all pertinent observations and discussions that occurred that day, a general description of the work performed that day, and lists and locations of the construction contract item quantities constructed that day

Deliverables: VC&A shall provide the Daily Inspection Report form to County's CA for review and approval prior to utilization. VC&A shall place the completed originals of the previous week's Daily Inspection Reports in the Project files before noon every Monday.

2) As-Built Plans:

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

Deliverables: VC&A shall keep as-built plans on file in the Project files.

3) Digital Photography:

VC&A working in conjunction with its subconsultants shall take digital photographs of the progression of work on a daily basis.

Deliverables: VC&A shall place digital photographs on the County-provided computer on a weekly basis. VC&A shall place copies of the digital photographs on a CD-Rom and place the CD-Rom in the Project files on a monthly basis.

Item of Work C. Construction Administration

In accordance with County's CA's directives and the current editions of the *Caltrans Construction Manual* and the *Caltrans BCRP Manual*, VC&A working in conjunction with its subconsultants shall provide construction administration services including, but not limited to, the following:

1) Project Coordination:

VC&A shall serve as County's point of contact with County's Construction Contractor, Caltrans, utility companies, Quincy, local residents and business owners, and all other Project stakeholders and shall generate and collect data and correspondence pertaining to these Project coordination activities.

Deliverables: VC&A shall place all data and correspondence pertaining to Project coordination in the Project files within five (5) days of sending or receiving such correspondence.

2) Records Maintenance:

VC&A shall maintain Project files in an organized, efficient, logical manner that is consistent with County's CA's directives and the current edition of the *Caltrans Construction Manual*.

Deliverables: VC&A shall ensure that all Project filing is performed on at least a weekly basis, except filing that will be required on a more frequent basis when specified elsewhere in this Base Scope of Work, in the Task Orders issued for Optional Tasks, if any, or elsewhere in the Agreement.

3) Correspondence:

VC&A working in conjunction with its subconsultants, when appropriate, shall prepare all Project correspondence including, but not limited to, letters, emails, memoranda, and reports sent to all Project stakeholders including, but not limited to, County's Construction Contractor, utility companies, Quincy, Caltrans, and local businesses.

Deliverables: When requested by County's CA, VC&A shall provide copies of any Project correspondence to County's CA via email or fax, as directed by County's CA. VC&A shall place hard copies of all correspondence in the Project files within one (1) day of creating or receiving such correspondence.

4) Weekly Meetings with Construction Contractor:

VC&A shall facilitate and attend meetings with County's Construction Contractor on a weekly basis. VC&A shall generate a meeting agenda and minutes for each meeting. Items covered at each meeting shall include, but not be limited to, upcoming schedule, status of submittals, CCOs, requests for information (RFIs), current issues on the Project, and overall progress of the Project. VC&A may invite other stakeholders to the meetings when appropriate.

Deliverables: VC&A shall place meeting agendas in the Project files within two (2) working days before each meeting date and VC&A shall place meeting minutes in the Project files within two (2) working days after each meeting date.

5) Special Coordination Meetings:

When circumstances warrant, or at the direction of County's CA, VC&A shall facilitate special meetings to discuss items including, but not limited to,

special construction activities, construction impacts on traffic and local businesses, coordination with utility companies, and scheduling of extended road closures. VC&A shall generate a meeting agenda and minutes for each meeting.

Deliverables: VC&A shall place meeting agendas in the Project files within two (2) working days before each meeting date and VC&A shall place meeting minutes in the Project files within two (2) working days after each meeting date.

6) Schedule Management:

VC&A shall ensure Construction Contractor compliance with all schedule requirements contained in the construction contract documents. VC&A shall monitor and review the Construction Contractor's progress relative to the Construction Contractor's schedule. By consulting with County's CA, negotiating with the Construction Contractor and enforcing the requirements contained in the construction contract documents, VC&A shall minimize delays caused by issues including, but not limited to, right-of-way delays, utility work, CCOs, inclement weather, and unforeseen conditions. VC&A shall notify County's Construction Contractor and County's CA when the Construction Contractor fails to keep pace with the Construction Contractor's schedule.

Deliverables: VC&A shall place all data and correspondence pertaining to schedule management in the Project files within five (5) working days of creating or receiving such data or correspondence. VC&A's monthly progress report to County's CA as required by Article VI, Progress Reports, of the Agreement shall include a narrative describing the Construction Contractor's progress relative to the Construction Contractor's proposed schedule. This narrative shall include a discussion of factors that have impacted or may impact the Construction Contractor's progress.

7) Labor Compliance:

VC&A shall ensure that County's Construction Contractor submits certified payroll data in accordance with County's CA's directives, the current edition of the *Caltrans Construction Manual*, and the requirements contained in the construction contract documents. VC&A shall review the Construction Contractor's certified payroll data for compliance with construction contract documents and State and Federal labor compliance regulations.

Deliverables: VC&A shall place all data and correspondence pertaining to labor compliance in the Project files within five (5) working days of creating or receiving such data or correspondence. VC&A shall place the Construction Contractor's certified payroll submittals in the Project files within one (1) week of receipt from the Construction Contractor. VC&A shall notify County's Construction Contractor of any certified payroll issues via email or letter within two (2) days of discovering the issues.

8) Payment Recommendations:

In accordance with the construction contract documents, County's CA's directives and the current edition of the *Caltrans Construction Manual*, VC&A shall generate monthly progress pay estimates to be used by County to pay County's Construction Contractor. VC&A shall base the monthly progress pay estimates upon quantity calculation sheets developed by VC&A for each contract item that show the calculations, measurements, or estimates made to support payment. VC&A shall inform County's Construction Contractor of quantities for each item being paid each month prior to VC&A finalizing the monthly progress pay estimates so that any disputes regarding the amounts to be paid can be negotiated by VC&A and County's Construction Contractor.

Deliverables: VC&A shall place all data and correspondence pertaining to payment recommendations in the Project files within five (5) working days of creating or receiving such data or correspondence. VC&A shall submit progress pay estimates to County's CA on or before the 22nd of every month. If the 22nd falls on a weekend or a holiday, then VC&A shall submit the progress pay estimate to County's CA on the first working day thereafter. VC&A shall provide the format for the progress pay estimates to County's CA for review and approval prior to utilization. VC&A's monthly progress report to County's CA as required by Article VI, Progress Reports, of the Agreement shall include a narrative that discusses the Project's fiscal status including, but not limited to, total amounts paid to date on contract items and CCOs, and an analysis of the Project's contingency balance.

9) Submittal Management:

As submittals are received by VC&A from County's Construction Contractor, VC&A shall enter information for each submittal into a submittal log including, but not limited to, date received, submittal description, party responsible for review, response due date, actual response date, and submittal approval/rejection status. When VC&A is not responsible for submittal review, VC&A shall perform an initial review for submittal completeness and then forward the submittal to the party responsible for review of the submittal or return it to County's Construction Contractor for modification and resubmittal. When VC&A is responsible for submittal review, VC&A shall review the submittal and respond in a timely manner consistent with the construction contract documents, County's CA's directives and the current edition of the *Caltrans Construction Manual*.

Deliverables: VC&A shall place all data pertaining to submittals (including, but not limited to, submittals, analysis data or calculations, correspondence, and a copy of the submittal log) in the Project files within five (5) working days of creating or receiving such data. VC&A shall review all of the Construction Contractor's submittals and when VC&A is responsible for submittal review, VC&A shall respond via email or letter (as appropriate and as directed by

County's CA) within the timeframes contained in the construction contract documents. When VC&A is not responsible for submittal review, VC&A shall perform an initial review for submittal completeness, log the submittal, and forward it to the party responsible for review of the submittal or return it to County's Construction Contractor for modification and resubmittal within one (1) working day of receipt of the submittal from the Construction Contractor.

10) RFIs:

As RFIs are received by VC&A from County's Construction Contractor, VC&A shall enter the date received into a RFI log. The RFI log shall contain information for each RFI including, but not limited to, date received, RFI description, party responsible for review, target response date, actual response date, and RFI open/closed status. When VC&A is not responsible for RFI review, VC&A shall perform an initial review for RFI clarity and completeness and then forward the RFI to the party responsible for review of the RFI or return it to County's Construction Contractor for modification and resubmittal. When VC&A is responsible for RFI review, VC&A shall review the RFI and respond to County's Construction Contractor within five (5) working days of RFI receipt from the Construction Contractor.

Deliverables: VC&A shall place all data and correspondence pertaining to RFIs in the Project files within five (5) working days of creating or receiving such data or correspondence. VC&A shall review all Construction Contractor RFIs and when VC&A is responsible for RFI review, VC&A shall respond to County's Construction Contractor via email or letter (as appropriate and as directed by County's CA) within five (5) working days of RFI receipt from the Construction Contractor. When VC&A is not responsible for RFI review, VC&A shall perform an initial review for RFI clarity and completeness, log the RFI, and forward it to the party responsible for review of the RFI or return it to County's Construction Contractor for modification and resubmittal within one (1) working day of receipt of the RFI from the Construction Contractor.

11) CCOs:

When VC&A believes a CCO is warranted, VC&A shall discuss the situation with County's CA and obtain County's CA's written concurrence that the CCO is necessary. After receiving written concurrence from County's CA, VC&A shall discuss the situation with the OE and determine whether the OE's concurrence with the proposed CCO is necessary. If the OE's concurrence with the proposed CCO is necessary, VC&A shall obtain the OE's written concurrence in accordance with the provisions of the Cooperative Agreement between County and Caltrans, a copy of which Agreement shall be provided to VC&A by County. After receiving written concurrence from County's CA and the OE (if applicable) that a CCO is necessary, VC&A shall generate a CCO and a CCO transmittal memorandum in accordance with the construction contract documents, County's CA's directives and the current edition of the *Caltrans Construction Manual*.

Deliverables: VC&A shall place each CCO and all data pertaining to CCOs (including, but not limited to, Construction Contractor cost proposals, correspondence, cost analyses, and design information) in the Project files within five (5) working days of creating or receiving such data. VC&A shall email or hand deliver each CCO to County's Construction Contractor for the Construction Contractor's signature within two (2) working days of receiving the required written concurrences described above. If the OE's approval of a CCO is required, VC&A shall mail or hand deliver the CCO and CCO transmittal memorandum to the OE for signature within two (2) days of receiving the signed CCO back from County's Construction Contractor. VC&A shall hand deliver the CCO and CCO transmittal memorandum to County's CA for County approval within two (2) working days of receiving signed CCOs back from County's Construction Contractor or the OE (as applicable).

12) Notices of Potential Claim (NOPC):

VC&A shall endeavor to resolve contractual issues at the lowest level possible through negotiations with County's Construction Contractor. When it becomes apparent that a NOPC is going to be filed, VC&A shall notify County's CA immediately. VC&A shall keep records of all NOPC-related data including, but not limited to, Daily Inspection Reports, letters, emails, written records of telephone conversations, and pictures in separate subcategories of file category 62 (in accordance with the current edition of the *Caltrans Construction Manual*) specific to each NOPC. VC&A shall require County's Construction Contractor to comply with all requirements in the construction contract documents relative to NOPCs. VC&A shall log the status of all NOPC documentation received. All VC&A responses to County's Construction Contractor regarding NOPCs shall be reviewed and approved by County's CA prior to transmittal to the Construction Contractor.

Deliverables: VC&A shall place all data and correspondence pertaining to NOPCs in the Project files within five (5) working days of creating or receiving such data or correspondence.

Item of Work D. Construction Engineering

VC&A, working in conjunction with The Hanna Group, shall provide construction engineering services including, but not limited to, the following:

- 1) Falsework review, analysis, and responses to County's Construction Contractor
- 2) Shoring and excavation plan review, analysis, and responses to County's Construction Contractor
- 3) Post tensioning elongation calculations

- 4) Calculation, analysis, and review of temporary and finished elevations
- 5) Development, analysis and review of revisions to construction contract documents for incorporation into CCOs
- 6) Analysis of Portland cement concrete, asphalt concrete and polyester concrete mix designs
- 7) Shop drawing and working drawing review, analysis and responses to County's Construction Contractor
- 8) Concrete placement plan and pile placement plan review, analysis and responses to County's Construction Contractor

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

Item of Work E. Water Pollution Control

VC&A working in conjunction with LSA, shall provide water pollution control services including, but not limited to, the following:

- 1) VC&A shall ensure Construction Contractor compliance with all water pollution control requirements contained in the construction contract documents.
- 2) VC&A shall ensure Construction Contractor compliance with Contractor's approved SWPPP. VC&A shall ensure that any updates to Contractor's approved SWPPP are submitted, reviewed, and approved in accordance with the requirements in the construction contract documents.
- 3) VC&A shall perform inspections of the Construction Contractor's water pollution control measures deployed at the Project site in accordance with the intervals described in the construction contract documents and before, during, and after rain events. VC&A shall coordinate inspections by State and Federal regulatory agencies at the Project site whenever such agencies request inspections.
- 4) VC&A shall sample surface runoff at points upstream from, within, and downstream from the Project site in accordance with County's CA's directives and the requirements contained in the construction contract documents.

Deliverables: VC&A shall place all data and correspondence pertaining to water pollution control in the Project files within five (5) working days of creating or receiving such data or correspondence.

Item of Work F. Biological Surveys

VC&A, working in conjunction with LSA, shall perform all biological surveys in accordance with County's CA's directives and the requirements contained in the construction contract documents, including, but not limited to, monitoring the existing bridge and trees within the Project limits for nesting birds.

Deliverables: VC&A shall place all data and correspondence pertaining to biological surveys in the Project files within five (5) working days of creating or receiving such data or correspondence.

Item of Work G. Claims Analysis

In accordance with County's CA's directives and the current edition of the *Caltrans Construction Manual*, VC&A shall provide claims analysis services including, but not limited to, the following:

- 1) VC&A shall review, analyze, and propose recommendations for any claims submitted by County's Construction Contractor after issuance of the Project's Proposed Final Estimate.
- 2) VC&A shall generate claim position letters for each claim and shall submit the letters for review and approval by County's CA prior to transmittal to County's Construction Contractor.
- 3) VC&A shall generate an as-built schedule of the Project based on VC&A's Daily Inspection Reports for use in analyzing schedule-related claims submitted by County's Construction Contractor.
- 4) VC&A shall represent County in any Board of Review, mediation, deposition, or arbitration initiated as a result of claims submitted by County's Construction Contractor.
- 5) VC&A shall plan, schedule, and execute reviews and analysis of claims such that all claim-related deadlines and milestones contained in the construction contract documents are met.

Deliverables: VC&A shall place all data and correspondence pertaining to claims in the Project files within five (5) working days of creating or receiving such data or correspondence. VC&A shall submit claim position letters via email to County's CA at least two (2) weeks prior to the required date of delivery to County's Construction Contractor. If applicable, VC&A shall submit a proposed outline of the presentation that VC&A will make to the Board of Review via email to County's CA at least one (1) week prior to a Board of Review meeting.

Item of Work H. Project Closeout

In accordance with County's CA's directives and the current edition of the *Caltrans Construction Manual*, VC&A shall perform Project closeout duties including, but not limited to, the following:

- 1) Completion of as-built plans
- 2) Preparation of the Notice of Acceptance
- 3) Preparation of the Proposed Final Estimate
- 4) Planning, scheduling, and facilitating a lessons learned meeting, including preparation of the meeting agenda and minutes, at which VC&A, County, and Quincy will review and analyze aspects of the Project that could be improved prior to implementation of future projects

Deliverables: VC&A shall place all data and correspondence pertaining to Project closeout in the Project files within five (5) working days of creating or receiving such data or correspondence. VC&A shall hand deliver one (1) complete hard copy of as-built plans to County's CA within sixty (60) days of final acceptance of Project. VC&A shall email the Notice of Acceptance to County's CA within one (1) week of receiving an email request for the Notice of Acceptance by County's CA. VC&A shall email the Proposed Final Estimate to County's CA within one (1) week of receiving an email request for the Proposed Final Estimate from County's CA. VC&A shall place the meeting agenda and minutes for the lessons learned meeting in the Project files within two (2) working days of the meeting date.



Vali Cooper & Associates, Inc.
Exhibit B



Fee Schedule

<u>Classification</u>	<u>Hourly Billing Rate</u>	<u>Overtime Billing Rate</u>	<u>Premium Billing Rate</u>
Project Manager	\$190	n/a	n/a
Resident Engineer	\$165	n/a	n/a
Structures Representative	\$165	n/a	n/a
Assistant Structures Representative	\$131	\$154	\$182
Assistant Resident Engineer	\$131	\$154	\$182
Structures Specialist/Scheduler	\$162	n/a	n/a
Office Engineer	\$123	\$144	\$170
Storm Water Pollution Specialist	\$139	\$164	\$194

Explanation of Rates

- All rates include vehicles, mileage, mobile phones, standard computer equipment, digital still cameras, employee safety equipment, and small field tools such as hand levels and tape measures. Hourly rates also include direct labor, benefits, and general and administrative overhead costs.
- Hourly Billing Rates include the first eight (8) hours Monday through Friday. Overtime Billing Rates include any hours after the first eight (8) hours, up to twelve (12) hours Monday through Friday, and the first eight (8) hours on Saturday. Premium Billing Rates include any hours after the first twelve (12) hours Monday through Friday, any hours after the first eight (8) hours on Saturday and all hours on Sunday.
- Indirect Expenses:

Subconsultants	Actual Cost
Other Direct Costs, including, but not limited to office supplies	Actual Cost

Vali Cooper & Associates, Inc.

Exhibit C

Cost Proposal*

Base Scope of Work

Vali Cooper & Associates, Inc.

Item of Work A.	Pre-Construction Services	\$	50,000.00
Item of Work B.	Construction Inspection	\$	950,000.00
Item of Work C.	Construction Administration	\$	800,000.00
Item of Work D.	Construction Engineering	\$	150,000.00
Item of Work E.	Water Pollution Control	\$	100,000.00
Item of Work F.	Biological Surveys - to be performed by subconsultant LSA	\$	-
Item of Work G.	Claims Analysis	\$	75,000.00
Item of Work H.	Project Closeout	\$	50,000.00
	Labor Total	\$	2,175,000.00
	Other Direct Costs	\$	<u>5,000.00</u>
	Total Prime Costs	\$	2,180,000.00

Subconsultants:

The Hanna Group

Items of Work A, B, C, & D \$ 150,000.00

LSA Associates, Inc.

Items of Work A, B, C, E & F \$ 40,000.00

Total Proposed Base Scope Cost Estimate \$ 2,370,000.00

Optional Tasks

Optional Tasks \$ 95,000.00

Total Proposed Budget Cost Estimate \$ 2,465,000.00

*All expenses and their distribution among Items of Work are estimates only. This Exhibit represents the composition of the total not-to-exceed budget for this Agreement. In the performance of the scope of services to be provided in accordance with this budget, Consultant may request to reallocate the expenses listed herein among Consultant's personnel (not including subconsultants) and among the various Items of Work identified herein, subject to the Contract Administrator's written approval. In no event shall the total amount of the Prime Costs (\$2,180,000) be exceeded, nor shall the total not-to-exceed amount of the Base Scope (\$2,370,000), the not-to-exceed amount for Optional Tasks (\$95,000), nor the total not-to-exceed amount of the Contract (\$2,465,000) be exceeded.

Vali Cooper & Associates, Inc.

Exhibit D

CERTIFICATION OF CONSULTANT

I HEREBY CERTIFY that I am the President and duly authorized representative of the firm of Vali Cooper & Associates, Inc. whose address is 41 Washington Avenue, Point Richmond, California 94801, and that, except as hereby expressly stated, neither I nor the above firm that I represent have:

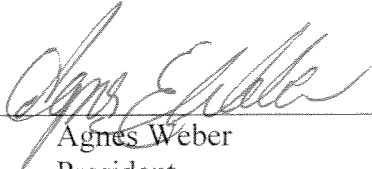
(a) employed or retained for a commission, percentage, brokerage, contingent fee, or other consideration, any firm or person (other than a bona fide employee working solely for me or the above Consultant) to solicit or secure this Agreement; nor

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

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

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

09/24/09
(Date)



Agnes Weber
President

Vali Cooper & Associates, Inc.

Exhibit E


CERTIFICATION OF LOCAL AGENCY

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

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

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

9/15/09
(Date)



James W. Ware, P.E.
Director of Transportation

Exhibit F

COUNTY OF EL DORADO

DEPARTMENT OF TRANSPORTATION



MAINTENANCE DIVISION
2441 Headington Road
Placerville CA 95667
Phone: (530) 642-4909
Fax: (530) 642-9238

JAMES W. WARE, P.E.
Director of Transportation

Internet Web Site:
<http://co.el-dorado.ca.us/dot>

MAIN OFFICE
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Placerville CA 95667
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**NOTICE TO PROPOSERS
DISADVANTAGED BUSINESS ENTERPRISE (DBE) INFORMATION**

County has established an Underutilized DBE (UDBE) goal for this Agreement of **1.83%**.

1. TERMS AS USED IN THIS DOCUMENT

- The term "Disadvantaged Business Enterprise" or "DBE" means a for-profit small business concern owned and controlled by a socially and economically disadvantaged person(s) as defined in Title 49, Part 26.5, Code of Federal Regulations (CFR).
- The term "Underutilized Disadvantaged Business Enterprise" or "UDBE." DBE classes that have been determined in the 2007 Caltrans Disparity Study to have a statistically significant disparity in their utilization in previously awarded transportation contracts. UDBEs include: African Americans, Native Americans, Asian-Pacific Americans, and Women.
- The term "Agreement" also means "Contract."
- Agency also means the local entity entering into this Agreement with the Consultant.
- The term "Small Business" or "SB" is as defined in 49 CFR 26.65.
- The term "proposer" shall mean "Consultant."

2. AUTHORITY AND RESPONSIBILITY

A. DBEs and other small businesses are strongly encouraged to participate in the performance of agreements financed in whole or in part with federal funds (See 49 CFR 26, "Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs"). The Consultant should ensure that DBEs and other small businesses have the opportunity to participate in the performance of the work that is the subject of this solicitation and should take all necessary and reasonable steps for this assurance. The proposer shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of subcontracts.

B. Proposers are encouraged to use services offered by financial institutions owned and controlled by DBEs.

3. SUBMISSION OF UDBE AND DBE INFORMATION

If Optional Tasks are assigned under this Agreement, for each Task Order issued under this Agreement, unless County's race conscious goals have been met for the federal fiscal year in which the Task Order is executed, Consultant shall prepare and submit with its Task Order proposal a "Local Agency Proposer-UDBE Commitment (On Call Consultant Contracts)" form showing that the goal has been met for the Task Order. If the goal is not met, Consultant shall submit, a "UDBE Information-Good Faith Efforts" form documenting that a good faith effort has been made. Each of these forms is included in Exhibit F attached hereto. Only UDBE participation will be counted towards the agreement goal; however, all DBE participation shall be collected and reported.

The consultant shall submit with its executed Task Order a "Local Agency Proposer DBE Information (On Call Consultant Contracts)" form, which is also included in Exhibit F. The purpose of the form is to collect data required under 49 CFR 26. For contracts with UDBE goals, this form collects DBE participation by DBEs owned by Hispanic American and Subcontinent Asian American males (persons whose origin are from India, Pakistan, Bangladesh, Bhutan, Maldives Islands, Nepal or Sri Lanka). For contracts with no goals, this form collects information on all DBEs, including UDBEs. Even if no DBE participation will be reported, the Consultant must execute and return the form.

4. DBE PARTICIPATION GENERAL INFORMATION

It is the proposer's responsibility to be fully informed regarding the requirements of 49 CFR, Part 26, and the Department's DBE program developed pursuant to the regulations. Particular attention is directed to the following:

A. A DBE must be a small business firm defined pursuant to 13 CFR 121 and be certified through the California Unified Certification Program (CUCP).

B. A certified DBE may participate as a prime consultant, subconsultant, joint venture partner, as a vendor of material or supplies, or as a trucking company.

C. A UDBE proposer, not proposing as a joint venture with a non-DBE, will be required to document one or a combination of the following:

1. The proposer is a UDBE and will meet the goal by performing work with its own forces.
2. The proposer will meet the goal through work performed by UDBE subconsultants, subconsultants, suppliers or trucking companies.
3. The proposer, prior to proposing, made adequate good faith efforts to meet the goal.

D. A DBE joint venture partner must be responsible for specific agreement items of work or clearly defined portions thereof. Responsibility means actually performing, managing and supervising the work with its own forces. The DBE joint venture partner must share in the capital contribution, control, management, risks and profits of the joint venture commensurate with its ownership interest.

E. A DBE must perform a commercially useful function pursuant to 49 CFR 26.55; that is, a DBE firm must be responsible for the execution of a distinct element of the work and must carry out its responsibility by actually performing, managing and supervising the work.

F. The proposer (prime consultant) shall list only one subconsultant for each portion of work as defined in its proposal and all DBE subconsultants should be listed in the cost proposal list of subconsultants.

G. A prime consultant who is a certified DBE is eligible to claim all of the work in the agreement toward the DBE participation except that portion of the work to be performed by non-DBE subconsultants.

5. RESOURCES

A. The CUCP database includes the certified DBEs from all certifying agencies participating in the CUCP. If you believe a firm is certified that cannot be located on the database, please contact the Caltrans Office of Certification toll free number 1-866-810-6346 for assistance. Proposer may call (916) 440-0539 for web or download assistance.

B. Access the CUCP database from the Department of Transportation, Civil Rights, Business Enterprise Program website at: <http://www.dot.ca.gov/hq/bep/>.

- Click on the link in the left menu titled *Disadvantaged Business Enterprise*
- Click on *Search for a DBE Firm* link
- Click on *Access to the DBE Query Form* located on the first line in the center of the page
- Searches can be performed by one or more criteria
- Follow instructions on the screen

C. How to Obtain a List of Certified DBEs without Internet Access

D. DBE Directory: If you do not have Internet access, Caltrans also publishes a directory of certified DBE firms extracted from the online database. A copy of the directory of certified DBEs may be ordered at: <http://caltrans-opac.ca.gov/publicat.htm>

6. MATERIALS OR SUPPLIES PURCHASED FROM DBEs COUNT TOWARDS DBE CREDIT, AND IF A DBE IS ALSO A UDBE, PURCHASES WILL COUNT TOWARDS THE UDBE GOAL UNDER THE FOLLOWING CONDITIONS:

A. If the materials or supplies are obtained from a DBE manufacturer, one hundred percent of the cost of the materials or supplies will count toward the DBE participation. A DBE manufacturer is a firm that operates or maintains a factory, or establishment that produces on the premises, the materials, supplies, articles, or equipment required under the agreement and of the general character described by the specifications.

B. If the materials or supplies are purchased from a DBE regular dealer, count sixty percent of the cost of the materials or supplies toward DBE participation. A DBE regular dealer is a firm that owns, operates or maintains a store, warehouse, or other establishment in which the materials, supplies, articles or equipment of the general character described by the specifications and required under the agreement are bought, kept in stock, and regularly sold or leased to the public in the usual course of business. To be a DBE regular dealer, the firm must be an established, regular business that engages, as its principal business and under its own name, in the purchase and sale or lease of the products in question. A person may be a DBE regular dealer in such bulk items as petroleum products, steel, cement, gravel, stone or asphalt without owning, operating or maintaining a place of business provided in this section.

C. If the person both owns and operates distribution equipment for the products, any supplementing of regular dealers' own distribution equipment shall be by a long-term lease agreement and not an ad hoc or agreement-by-agreement basis. Packagers, brokers, manufacturers' representatives, or other persons who arrange or expedite transactions are not UDBE regular dealers within the meaning of this section.

D. Materials or supplies purchased from a DBE, which is neither a manufacturer nor a regular dealer, will be limited to the entire amount of fees or commissions charged for assistance in the procurement of the materials and supplies, or fees or transportation charges for the delivery of materials or supplies required on the job site, provided the fees are reasonable and not excessive as compared with fees charged for similar services.

7. FOR DBE TRUCKING COMPANIES: CREDIT FOR DBEs WILL COUNT TOWARDS DBE CREDIT, AND IF A DBE IS A UDBE, CREDIT WILL COUNT TOWARDS THE UDBE GOAL, UNDER THE FOLLOWING CONDITIONS:

A. The DBE must be responsible for the management and supervision of the entire trucking operation for which it is responsible on a particular agreement, and there cannot be a contrived arrangement for the purpose of meeting the UDBE goal.

B. The DBE must itself own and operate at least one fully licensed, insured and operational truck used on the agreement.

C. The DBE receives credit for the total value of the transportation services it provides on the agreement using trucks it owns, insures, and operates using drivers it employs.

D. The DBE may lease trucks from another DBE firm, including an owner-operator who is certified as a DBE. The DBE who leases trucks from another DBE receives credit for the total value of the transportation services the lessee DBE provides on the agreement.

E. The DBE may also lease trucks from a non-DBE firm, including an owner-operator. The DBE who leases trucks from a non-DBE is entitled to credit only for the fee or commission it receives as a result of the lease arrangement. The DBE does not receive credit for the total value of the transportation services provided by the lessee, since these services are not provided by the DBE.

F. For the purposes of this Section D, a lease must indicate that the DBE has exclusive use and control over the truck. This does not preclude the leased truck from working for others during the term of the lease with the consent of the DBE, as long as the lease gives the DBE absolute priority for use of the leased truck. Leased trucks must display the name and identification number of the DBE.

Exhibit F

Local Agency Proposer-UDBE Commitment (On Call Consultant Contracts)

**THIS INFORMATION SHALL BE PROVIDED BY THE PROPOSER
WITH ITS TASK ORDER PROPOSAL.**

LOCAL AGENCY: El Dorado County Department of Transportation LOCATION: _____

PROJECT DESCRIPTION: _____

PROPOSAL DATE: (Date Received Task Order Proposal from Consultant): _____

PROPOSER'S NAME: _____

CONTRACT UDBE GOAL: **1.83%**

WORK ITEM NO.	DESCRIPTION OR SERVICES TO BE SUBCONTRACTED (or contracted if proposer is a UDBE)	UDBE CERT. NO. AND EXPIRATION DATE	NAME OF EACH UDBE (Must be certified at the time the proposals are due - include UDBE address and phone number)	PERCENT PARTICIPATION OF EACH UDBE

For Local Agency to Complete:

Local Agency Contract Number: (Consultant AGMT# / TO#): _____

Federal Aid Project Number: _____

Federal Share: _____

Proposal Date: (Date Received Task Order Proposal from Consultant): _____

Local Agency certifies that the UDBE certification(s) has been verified and all information is complete and accurate.

Print Name

Local Agency Representative

Signature

Date

(Area Code) Telephone Number: _____

Total Claimed UDBE Commitment	% OF TOTAL TASK ORDER PROPOSAL AMOUNT
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Signature of Proposer

Date (Area Code) Tel. No.

Person to Contact (Please Type or Print)

Local Agency Proposer - UDBE Commitment (Consultant Contracts)(Rev 6/27/09)

Distribution: Original – Local agency files

**INSTRUCTIONS - LOCAL AGENCY PROPOSER-UDBE COMMITMENT
(ON CALL CONSULTANT CONTRACTS) FORM (Revised 6/27/09)**
TO PROPOSER: EXCEPT AS NOTED BELOW FILL IN THE INFORMATION ON THE
UDBE COMMITMENT FORM AND SUBMIT FORM TO COUNTY WITH
WITH YOUR TASK ORDER PROPOSAL.

It is the proposer's responsibility to verify that the UDBE(s) falls into one of the following groups in order to count towards the UDBE contract goal: 1) African Americans; 2) Asian-Pacific Americans; 3) Native Americans; and, 4) Women. This information shall be submitted with your proposal. Failure to submit the required UDBE commitment will be grounds for finding the proposal nonresponsive.

UDBE is a firm meeting the definition of a DBE as specified in 49 CFR and is one of the following groups: African Americans, Asian-Pacific Americans, Native Americans or Women.

The form requires specific information regarding the consultant agreement: Local Agency, Location, Project Description, Proposal Date, Proposer's Name, and Contract UDBE Goal.

The form has a column for the Work Item Number and Description or Services to be Subcontracted to UDBEs (or performed by the proposer if the proposer is a UDBE). The UDBE prime consultants shall indicate all work to be performed by UDBEs including, if the prime consultant is a UDBE, work performed by its own forces. The UDBE shall provide a certification number to the prime consultant and notify the prime consultant in writing with the date of the decertification if their status should change during the course of the agreement. Enter the UDBE prime consultant, as applicable, and subconsultant certification numbers. The form has a column for the Name of certified UDBEs to perform the work (must be certified on the date proposals are due and include UDBE address and phone number).

There is a column for percent participation of each UDBE. Enter the Total Claimed UDBE Commitment as a percentage of the total task order proposal amount pursuant to the Scope of Work. (If 100% of item is not to be performed or furnished by the UDBE, describe the exact portion of time to be performed or furnished by the UDBE.) See Notice to Proposers Disadvantaged Business Enterprise (DBE) Information to determine how to count the participation of UDBE firms. Note: If the proposer has not met the contract goal, the local agency must evaluate the proposer's good faith efforts to meet the goal in order to be considered for award of the task order.

Local Agency Proposer-UDBE Commitment (On Call Consultant Contracts) form must be signed and dated by the consultant submitting the task order proposal. Also list a phone number in the space provided and print the name of the person to contact.

Local agencies should complete the Proposal Number, federal-aid Project Number, Federal Share, and Proposal Date fields and verify that all information is complete and accurate before signing and filing.

**Vali Cooper & Associates, Inc.
Exhibit F**

**UDBE Information - Good Faith Efforts
U.S. 50/Missouri Flat Road Interchange Improvements - Phase 1B
Construction Engineering & Construction Support Services**

Federal-aid Project No. _____ Proposal Opening Date _____

County established an Underutilized Disadvantaged Business Enterprise (UDBE) goal of **1.83%** for this project. The information provided herein shows that a good faith effort was made.

If there is a UDBE goal for this project, the proposer shall submit the following information with its proposal to document adequate good faith efforts. Proposers should submit the following information even if the "Local Agency Proposer-UDBE Commitment (Consultant Contracts)" form indicates that the proposer has met the UDBE goal. This will protect the proposer's eligibility for award of the agreement if the administering agency determines that the proposer failed to meet the goal for various reasons, e.g., a UDBE firm was not certified at proposal opening, or the proposer made a mathematical error.

Submittal of only the "Local Agency Proposer-UDBE Commitment (Consultant Contracts)" form may not provide sufficient documentation to demonstrate that adequate good faith efforts were made.

The proposer shall list the following information:

- A. The names and dates of each publication in which a request for UDBE participation for this project was placed by the proposer (please attach copies of advertisements or proofs of publication):

Publications	Dates of Advertisement

- B. The names and dates of written notices sent to certified UDBEs soliciting proposals for this project and the dates and methods used for following up initial solicitations to determine with certainty whether the UDBEs were interested (please attach copies of solicitations, telephone records, fax confirmations, etc.):

Names of UDBEs Solicited	Date of Initial Solicitation	Follow Up Methods and Dates

Vali Cooper & Associates, Inc.
Exhibit F

C. The items of work which the proposer made available to UDBE firms, including, where appropriate, any breaking down of the items of work (including those items normally performed by the proposer with its own forces) into economically feasible units to facilitate UDBE participation. It is the proposer's responsibility to demonstrate that sufficient work to facilitate UDBE participation was made available to UDBE firms.

Items of Work	Proposer Normally Performs Item (Y/N)	Breakdown of Items	Amount (\$)	Percentage Of Agreement

D. The names, addresses and phone numbers of rejected UDBE firms, the reasons for the proposer's rejection of the UDBEs, the firms selected for that work (please attach copies of quotes from the firms involved), and the price difference for each UDBE if the selected firm is not a UDBE:

Names, addresses and phone numbers of rejected UDBEs and the reasons for the proposer's rejection of the UDBEs:

Names, addresses and phone numbers of firms selected for the work above:

E. Efforts made to assist interested UDBEs in obtaining lines of credit or insurance and any technical assistance or information related to the Scope of Work in the proposal which was provided to UDBEs:

Vali Cooper & Associates, Inc.
Exhibit F

F. Efforts made to assist interested UDBEs in obtaining necessary equipment, supplies, materials, or related assistance or services, excluding supplies and equipment the UDBE subconsultant purchases or leases from the prime consultant or its affiliate:

G. The names of agencies, organizations or groups contacted to provide assistance in contacting, recruiting and using UDBE firms (please attach copies of requests to agencies and any responses received, i.e., lists, Internet page download, etc.):

Name of Agency/Organization	Method/Date of Contact	Results

H. Any additional data to support a demonstration of good faith efforts (use additional sheets if necessary):

NOTE: USE ADDITIONAL SHEETS OF PAPER IF NECESSARY.

Vali Cooper & Associates, Inc.
Exhibit F
Local Agency Proposer DBE Information (On Call Consultant Contracts)

THIS INFORMATION SHALL BE PROVIDED BY THE PROPOSER WITH ITS TASK ORDER PROPOSAL.

LOCAL AGENCY: El Dorado County Department of Transportation LOCATION: _____

PROJECT DESCRIPTION: _____

TOTAL CONTRACT AMOUNT: \$ (Task Order Amount): \$ _____

PROPOSER'S NAME: _____

WORK ITEM NO.	DESCRIPTION OR SERVICES TO BE SUBCONTRACTED (or contracted if proposer is a DBE)	DBE CERT. NO. AND EXPIRATION DATE	NAME OF EACH DBE (Must be certified at the time proposals are due - include DBE address and phone number)	DOLLAR AMOUNT OF EACH DBE

For Local Agency to Complete:

Local Agency Contract Number: (Consultant AGMT# / TO#): _____

Federal Aid Project Number: _____

Federal Share: _____

Contract Award Date: (Date that Task Order is Executed): _____

Local Agency certifies that the DBE certification(s) has been verified and all information is complete and accurate.

 Print Name Signature Date
 Local Agency Representative

(Area Code) Telephone Number: _____

Total Claimed DBE Participation \$ _____

Total % of DBE _____ %

OF TOTAL TASK ORDER AMOUNT

For Caltrans Review:

 Print Name Signature Date
 Caltrans District Local Assistance Engineer

Signature of Proposer _____

Date (Area Code) Tel. No. _____

Person to Contact (Please Type or Print) _____

Local Agency Proposer – DBE Information (Consultant Contracts) (Rev 6/27/09)

Distribution: (1) Copy – Fax or scan a copy to the Caltrans District Local Assistance Engineer (DLAE) within 15 days of Task Order execution. Failure to send a copy to the DLAE within 15 days of Task Order execution may result in de-obligation of funds for this project.
 (2) Original – Local agency files

Vali Cooper & Associates, Inc.
Exhibit F

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

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

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

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

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

Local Agency Proposer DBE Information (On Call Consultant Contracts) form must be signed and dated by the successful proposer at Task Order execution. Also list a phone number in the space provided and print the name of the person to contact.

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

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

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

CEM-2402F (REV 02/2008)

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, Sacramento, CA 95814.

CONTRACT NUMBER	COUNTY	ROUTE	POST MILES	FEDERAL AID PROJECT NUMBER	ADMINISTERING AGENCY	ESTIMATED CONTRACT AMOUNT
			BUSINESS ADDRESS			\$
PRIME CONTRACTOR				CONTRACT COMPLETION DATE		

ITEM NO.	DESCRIPTION OF WORK PERFORMED AND MATERIALS 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			
ORIGINAL COMMITMENT				\$	\$	\$	\$	\$	\$	\$		
UDBE				\$	\$	\$	\$	\$	\$	\$		
TOTAL				\$	\$	\$	\$	\$	\$	\$		

List all First Tier Subcontractors, 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 term 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

CONTRACTOR REPRESENTATIVE'S SIGNATURE	BUSINESS PHONE NUMBER	DATE
RESIDENT ENGINEER'S SIGNATURE	BUSINESS PHONE NUMBER	DATE

TO THE BEST OF MY INFORMATION AND BELIEF, THE ABOVE INFORMATION IS COMPLETE AND CORRECT

COPY DISTRIBUTION - Caltrans contracts: Original - District Construction Copy - Business Enterprise Program Copy - Contractor Copy - Resident Engineer
COPY DISTRIBUTION - Local Agency contracts: Original - District Local Assistance Engineer Copy - District Local Assistance Engineer Copy - Local Agency file
Vail Cooper & Associates, Inc. (submitted with the Report of Expenditures)

FINAL REPORT - UTILIZATION OF DISADVANTAGED BUSINESS ENTERPRISES (DBE), FIRST-TIER SUBCONTRACTORS

CEM-2402F (REV 02/2008)

The form requires specific information regarding the construction project: Contract Number, County, Route, Post Miles, Federal Aid Project number, the Administering Agency, the Contract Completion Date and the Estimated Contract Amount. It requires the prime contractor's name and business address. The focus of the form is to describe who did what by contract item numbers and descriptions, asking for specific dollar values of item work completed broken down by subcontractors who performed the work, both DBE and non-DBE work forces. DBE prime contractors are required to show the date of work performed by their own forces along with the corresponding dollar value of work.

The form has a column to enter the Contract Item No. (or Item No's) and description of work performed or materials provided, as well as a column for the subcontractor name and business address. For those firms who are DBE, there is a column to enter their DBE Certification Number. The DBE should provide their Certification Number to the contractor and notify the contractor in writing with the date of the decertification if their status should change during the course of the project.

The form has six columns for the dollar value to be entered for the item work performed by the subcontractor.

The Non-DBE column is used to enter the dollar value of work performed for firms who are not certified DBE.

The decision of which column to be used for entering the DBE dollar value is based on what program(s) status the firm is certified. This program status is determined by the California Unified Certification Program by ethnicity, gender, ownership and control issues at time of certification. To confirm the certification status and program status, access the Department of Transportation Civil Rights website at <http://www.dot.ca.gov/hq/bep> or by calling (916) 324-1700 or the toll free number at (866) 810-6346.

Based on this DBE Program status, the following table depicts which column to use:

DBE Program Status	Column to be used
If program status shows DBE only with no other programs listed	DBE
If program status shows DBE, Black American	BA UDBE
If program status shows DBE, Asian-Pacific Islander	APA UDBE
If program status shows DBE, Native American	NA UDBE
If program status shows DBE, Woman	W UDBE

If a contractor performing work as a DBE on the project becomes decertified and still performs work after their decertification date, enter the total value performed by this contractor under the appropriate DBE identification column.

If a contractor 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.

Enter the total of each of the six columns on Form CEM-2402(F).

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 contractor made the "final payment" to the subcontractor for the portion of work listed as being completed).

The contractor and the resident engineer sign and date the form indicating that the information provided is complete and correct.

Vali Cooper & Associates, Inc.

Exhibit G

STANDARD AGREEMENT FOR SUBCONTRACTOR/DBE PARTICIPATION

1. Subcontractors (hereinafter “subconsultants”)

A. Nothing contained in this Agreement or otherwise, shall create any contractual relation between the County of El Dorado (hereinafter “County”) and any subconsultants, and no subcontract shall relieve Vali Cooper & Associates, Inc. (hereinafter “Consultant”) of its responsibilities and obligations hereunder. Consultant agrees to be as fully responsible to County for the acts and omissions of its subconsultants and of persons either directly or indirectly employed by any of them as it is for the acts and omissions of persons directly employed by Consultant. Consultant's obligation to pay its subconsultants is an independent obligation from County's obligation to make payments to Consultant.

B. Any subcontract in excess of \$25,000, entered into as a result of this Agreement, shall contain all the provisions stipulated in this Agreement to be applicable to subconsultants.

C. Consultant shall pay its subconsultants within ten (10) calendar days from receipt of each payment made to Consultant by County.

D. Any substitution of subconsultants must be approved in writing by County's Contract Administrator in advance of assigning work to a substitute subconsultant.

2. Disadvantaged Business Enterprise (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.” Proposers who obtain DBE participation on this Agreement will assist Caltrans in meeting its federally mandated statewide overall DBE goal.

B. If this Agreement has an Underutilized DBE (UDBE) goal, Consultant must meet the UDBE goal by using UDBEs as subconsultants or document a good faith effort to meet the goal. If a UDBE subconsultant is unable to perform, Consultant must make a good faith effort to replace the subconsultant with another UDBE subconsultant if the goal is not otherwise met. A UDBE is a firm meeting the definition of a DBE as specified in 49 CFR, Part 26 and is one of the following groups:

1. Black American
2. Asian-Pacific American
3. Native American
4. Women

C. DBE and other small businesses, as defined in 49 CFR, Part 26 are encouraged to participate in the performance of agreements financed in whole or in part with federal funds. Consultant, subrecipient or subconsultant shall not discriminate on the basis of race, color, national origin, or sex in the performance of this Agreement. Consultant shall

carry out applicable requirements of 49 CFR, Part 26 in the award and administration of US DOT-assisted agreements. Failure by Consultant to carry out these requirements is a material breach of this Agreement, which may result in the termination of this Agreement or such other remedy as County deems appropriate.

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

3. Performance of DBE Consultants and other DBE Subconsultants/Suppliers

A. A DBE performs a commercially useful function when it is responsible for execution of the work of the agreement and is carrying out its responsibilities by actually performing, managing, and supervising the work involved. To perform a commercially useful function, the DBE must also be responsible with respect to materials and supplies used on the agreement, for negotiating price, determining quality and quantity, ordering the material, and installing (where applicable) and paying for the material itself. To determine whether a DBE is performing a commercially useful function, evaluate the amount of work subcontracted, industry practices; whether the amount the firm is to be paid under the agreement is commensurate with the work it is actually performing; and other relevant factors.

B. A DBE does not perform a commercially useful function if its role is limited to that of an extra participant in a transaction, agreement, or project through which funds are passed in order to obtain the appearance of DBE participation. In determining whether a DBE is such an extra participant, examine similar transactions, particularly those in which DBEs do not participate.

C. If a DBE does not perform or exercise responsibility for at least thirty percent of the total cost of its agreement with its own work force, or the DBE subcontracts a greater portion of the work of the agreement than would be expected on the basis of normal industry practice for the type of work involved, it will be presumed that it is not performing a commercially useful function.

4. Prompt Payment of Funds Withheld to Subconsultants

A. No retainage will be held by County from progress payments due the prime consultant. Any retainage held by the prime consultants or subconsultants from progress payments due subconsultants shall be promptly paid in full to subconsultants within thirty (30) days after the subconsultant's work is satisfactorily completed. Federal law (49CFR26.29) requires that any delay or postponement of payment over the thirty (30) days may take place only for good cause and with County's prior written approval. Any violation of this provision shall subject the violating prime consultant or subconsultant to the penalties, sanctions and other remedies specified in Section 7108.5 of the California Business and Professions Code. These requirements shall not be construed to limit or impair any contractual, administrative, or judicial remedies otherwise available to the prime consultant or subconsultant in the event of a dispute involving late payment or nonpayment by the prime consultant, deficient subconsultant performance, or noncompliance by a subconsultant. This provision applies to both DBE and non-DBE prime consultants and subconsultants.

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

5. DBE Records

A. Consultant shall maintain records of materials purchased and/or supplied from all subcontracts entered into with certified DBEs. The records shall show the name and business address of each DBE or vendor and the total dollar amount actually paid each DBE or vendor, regardless of tier. The records shall show the date of payment and the total dollar figure paid to all firms. DBE prime consultants shall also show the date of work performed by their own forces along with the corresponding dollar value of the work.

B. Upon completion of the Agreement, a summary of these records shall be prepared and submitted on the form entitled, "Final Report-Utilization of Disadvantaged Business Enterprises (DBE), First-Tier Subcontractors," CEM-2402F, attached hereto as pages 12 and 13 of Exhibit F hereto, (Exhibit 17-F in Chapter 17 of the LAPM), certified correct by Consultant or Consultant's authorized representative and shall be furnished to County's Contract Administrator with the final invoice. Failure to provide the summary of DBE payments with the final invoice will result in twenty-five percent (25%) of the dollar value of the invoice being withheld from payment until the form is submitted. The amount will be returned to Consultant when a satisfactory "Final Report Utilization of Disadvantaged Business Enterprises (DBE), First-Tier Subcontractors" is submitted to County's Contract Administrator.

1) Prior to the fifteenth of each month, Consultant shall submit documentation to County's Contract Administrator showing the amount paid to DBE trucking companies. Consultant shall also obtain and submit documentation to County's Contract Administrator showing the amount paid by DBE trucking companies to all firms, including owner-operators, for the leasing of trucks. If the DBE leases trucks from a non-DBE, Consultant may count only the fee or commission the DBE receives as a result of the lease arrangement.

2) Consultant shall also submit to County's Contract Administrator documentation showing the truck number, name of owner, California Highway Patrol CA number, and if applicable, the DBE certification number of the truck owner for all trucks used during that month. This documentation shall be submitted on the Caltrans "Monthly DBE Trucking Verification," CEM-2404(F) form provided to Consultant by County's Contract Administrator.

6. DBE Certification and De-certification Status

If a DBE subconsultant is decertified during the life of the Agreement, the decertified subconsultant shall notify Consultant in writing with the date of de-certification. If a subconsultant becomes a certified DBE during the life of the Agreement, the subconsultant shall notify Consultant in writing with the date of certification. Any changes should be reported to County's Contract Administrator within thirty (30) days.

Materials or supplies purchased from DBEs will count towards DBE credit, and if a DBE is also a UDBE, purchases will count towards the UDBE goal under the following conditions:

A. If the materials or supplies are obtained from a DBE manufacturer, one hundred percent (100%) of the cost of the materials or supplies will count toward the DBE participation. A DBE manufacturer is a firm that operates or maintains a factory or establishment that produces on the premises, the materials, supplies, articles, or equipment required under the agreement and of the general character described by the specifications.

B. If the materials or supplies are purchased from a DBE regular dealer, count sixty percent (60%) of the cost of the materials or supplies toward DBE goals. A DBE regular dealer is a firm that owns, operates or maintains a store, warehouse, or other establishment in which the materials, supplies, articles or equipment of the general character described by the specifications and required under the agreement, are bought, kept in stock, and regularly sold or leased to the public in the usual course of business. To be a DBE regular dealer, the firm must be an established, regular business that engages, as its principal business and under its own name, in the purchase and sale or lease of the products in question. A person may be a DBE regular dealer in such bulk items as petroleum products, steel, cement, gravel, stone or asphalt without owning, operating or maintaining a place of business provided in this section.

C. If the person both owns and operates distribution equipment for the products, any supplementing of regular dealers' own distribution equipment, shall be by a long-term lease agreement and not an ad hoc or agreement-by-agreement basis. Packagers, brokers, manufacturers' representatives, or other persons who arrange or expedite transactions are not DBE regular dealers within the meaning of this section.

D. Materials or supplies purchased from a DBE, which is neither a manufacturer nor a regular dealer, will be limited to the entire amount of fees or commissions charged for assistance in the procurement of the materials and supplies, or fees or transportation charges for the delivery of materials or supplies required on the job site, provided the fees are reasonable and not excessive as compared with fees charged for similar services.

Vali Cooper & Associates, Inc.

Exhibit H

FAIR EMPLOYMENT PRACTICES ADDENDUM

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

2. Vali Cooper & Associates, Inc., its consultant(s) and all subconsultants shall comply with the provisions of the Fair Employment and Housing Act (Government Code Section 12900 et seq.), and the applicable regulations promulgated thereunder (California Code of Regulations, Title 2, Section 7285.0 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code, Section 12900(a-f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations are incorporated into this Agreement by reference and made a part hereof as if set forth in full. Each of Vali Cooper & Associates, Inc.'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. Vali Cooper & Associates, Inc. shall include the nondiscrimination and compliance provisions of this clause in all contracts and subcontracts to perform work under this Agreement.

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

5. Remedies for Willful Violation:

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

Vali Cooper & Associates, Inc.

Exhibit H

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

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

Vali Cooper & Associates, Inc.

Exhibit I

NONDISCRIMINATION ASSURANCES

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

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

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

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

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

3. That Vali Cooper & Associates, Inc. shall insert the clauses of Appendix A of this assurance in every agreement subject to the Act and the Regulations.

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

Vali Cooper & Associates, Inc.

Exhibit I

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

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

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

Appendix C;

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

Appendix D;

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

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

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

(b) The period during which Vali Cooper & Associates, Inc. retains ownership or possession of the property.

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

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

Vali Cooper & Associates, Inc.

Exhibit I

11. Vali Cooper & Associates, Inc. shall not discriminate on the basis of race, religion, age, disability, color, national origin or sex in the award and performance of any State assisted agreement or in the administration of County's DBE Program or the requirements of 49 CFR Part 26. Vali Cooper & Associates, Inc. shall take all necessary and reasonable steps under 49 CFR Part 26 to ensure nondiscrimination in the award and administration of State assisted agreements. County's DBE Program Implementation Agreement is incorporated by reference in this Agreement. Implementation of this Program is a legal obligation and failure to carry out its terms shall be treated as a violation of this Agreement. Upon notification to County of its failure to carry out its approved DBE Program Implementation Agreement, State may impose sanctions as provided for under 49 CFR Part 26 and may, in appropriate cases, refer the matter for enforcement under 18 USC 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 USC 3801 et seq.).

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

Vali Cooper & Associates, Inc.

Appendix A to Exhibit I

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

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

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

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

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

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

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

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

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

Vali Cooper & Associates, Inc.

Appendix B to Exhibit I

The following clauses shall be included in any and all deeds effecting or recording the transfer of Project real property, structures or improvements thereon, or interest therein from the United States.

(GRANTING CLAUSE)

NOW, THEREFORE, the U.S. Department of Transportation, as authorized by law, and upon the condition that County will accept title to the lands and maintain the project constructed thereon, in accordance with Title 23, United States Code, the Regulations for the Administration of federal-aid for Highways and the policies and procedures prescribed by the Federal Highway Administration of the Department of Transportation and, also in accordance with and in compliance with the Regulations pertaining to and effectuating the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252; 42 U.S.C. 2000d to 2000d-4), does hereby remise, release, quitclaim and convey unto the County all the right, title, and interest of the U.S. Department of Transportation in, and to, said lands described in Exhibit "A" attached hereto and made a part hereof.

(HABENDUM CLAUSE)

TO HAVE AND TO HOLD said lands and interests therein unto County and its successors forever, subject, however, to the covenant, conditions, restrictions and reservations herein contained as follows, which will remain in effect for the period during which the real property or structures are used for a purpose for which Federal financial assistance is extended or for another purpose involving the provision of similar services or benefits and shall be binding on County, its successors and assigns.

County, in consideration of the conveyance of said lands and interests in lands, does hereby covenant and agree as a covenant running with the land for itself, its successors and assigns,

(1) that no person 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 with regard to any facility located wholly or in part on, over, or under such lands hereby conveyed (;) (and)*

(2) that County shall use the lands and interests in lands so conveyed, in compliance with all requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Non-discrimination in federally-assisted programs of the Department of Transportation - Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations may be amended (;) and

(3) that in the event of breach of any of the above-mentioned nondiscrimination conditions, the U.S. Department of Transportation shall have a right to re-enter said lands and facilities on said land, and the above-described land and facilities shall thereon revert to and vest in and become the absolute property of the U.S.

Department of Transportation and its assigns as such interest existed prior to this deed.*

* Reverter clause and related language to be used only when it is determined that such a clause is necessary in order to effectuate the purposes of Title VI of the Civil Rights Act of 1964.

Appendix C to Exhibit I

The following clauses shall be included in any and all deeds, licenses, leases, permits, or similar instruments entered into by Consultant, pursuant to the provisions of Assurance 7(a) of Exhibit I.

The grantee (licensee, lessee, permittee, etc., as appropriate) for himself, his heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree (in the case of deeds and leases add "as covenant running with the land") that in the event facilities are constructed, maintained, or otherwise operated on the said property described in this (deed, license, lease, permit, etc.) for a purpose for which a U.S. Department of Transportation program or activity is extended or for another purpose involving the provision of similar services or benefits, the (grantee, licensee, lessee, permittee, etc.), shall maintain and operate such facilities and services in compliance with all other requirements imposed pursuant to Title 49, Code of Federal Regulations, U.S. Department of Transportation, Subtitle A, Office of Secretary, Part 21, Nondiscrimination in federally-assisted programs of the Department of Transportation - Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations may be amended.

(Include in licenses, leases, permits, etc.)*

That in the event of breach of any of the above nondiscrimination covenants, Consultant shall have the right to terminate the (license, lease, permit etc.) and to re-enter and repossess said land and the facilities thereon, and hold the same as if said (license, lease, permit, etc.) had never been made or issued.

(Include in deeds)*

That in the event of breach of any of the above nondiscrimination covenants, Consultant shall have the right to re-enter said land and facilities thereon, and the above-described lands and facilities shall thereupon revert to and vest in and become the absolute property of Consultant and its assigns.

* Reverter clause and related language to be used only when it is determined that such a clause is necessary in order to effectuate the purposes of Title VI of the Civil Rights Act of 1964.

Vali Cooper & Associates, Inc.

Appendix D to Exhibit I

The following shall be included in all deeds, licenses, leases, permits, or similar agreements entered into by Consultant, pursuant to the provisions of Assurance 7 (b) of Exhibit I.

The grantee (licensee, lessee, permittee, etc., as appropriate) for himself, his personal representatives, successors in interest and assigns, as a part of the consideration hereof, does hereby covenant and agree (in the case of deeds, and leases add "as a covenant running with the land") that:

(1) no person on the ground of race, color, sex, national origin, religion, age or disability, shall be excluded from participation in, denied the benefits of, or otherwise subjected to discrimination in the use of said facilities;

(2) that in the construction of any improvements on, over, or under such land and the furnishing of services thereon, no person on the ground of race, color, sex, national origin, religion, age or disability shall be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination; and

(3) that the (grantee, licensee, lessee, permittee, etc.) shall use the premises in compliance with the Regulations.

(Include in licenses, leases, permits, etc.)*

That in the event of breach of any of the above nondiscrimination covenants, Consultant shall have the right to terminate the (license, lease, permit, etc.) and to re-enter and repossess said land and the facilities thereon, and hold the same as if said (license, lease, permit, etc.) had never been made or issued.

(Include in deeds)*

That in the event of breach of any of the above nondiscrimination covenants, Consultant shall have the right to re-enter said land and facilities thereon, and the above-described lands and facilities shall thereupon revert to and vest in and become the absolute property of Consultant, and its assigns.

* Reverter clause and related language to be used only when it is determined that such a clause is necessary in order to effectuate the purposes of Title VI of the Civil Rights Act of 1964.

Vali Cooper & Associates, Inc.

Exhibit J

DISCLOSURE OF LOBBYING ACTIVITIES

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

1. Type of Federal Action: <input type="checkbox"/> a. contract <input type="checkbox"/> b. grant <input type="checkbox"/> c. cooperative agreement <input type="checkbox"/> d. loan <input type="checkbox"/> e. loan guarantee <input type="checkbox"/> f. loan insurance		2. Status of Federal Action: <input type="checkbox"/> a. bid/offer/application <input type="checkbox"/> b. initial award <input type="checkbox"/> c. post-award		3. Report Type: <input type="checkbox"/> a. initial <input type="checkbox"/> b. material change For Material Change Only: year _____ quarter _____ date of last report _____	
4. Name and Address of Reporting Entity: <input type="checkbox"/> Prime <input type="checkbox"/> Subawardee Tier _____, if known Congressional District, if known: _____			5. If Reporting Entity in No. 4 is Subawardee. Enter Name and Address of Prime: Congressional District, if known: _____		
6. Federal Department/Agency: _____			7. Federal Program Name/Description: CFDA Number, if applicable _____		
8. Federal Action Number, if known: _____			9. Award Amount, if known: \$ _____		
10. a. Name and Address of Lobbying Entity (if individual, last name, first name, MI): <i>(attach Continuation Sheet(s) if necessary)</i>			b. Individuals Performing Services (including address if different from No. 10a) (last name, first name, MI): <i>(attach Continuation Sheet(s) if necessary)</i>		
11. Amount of Payment (check all that apply): \$ _____ <input type="checkbox"/> actual <input type="checkbox"/> planned		13. Type of Payment (check all that apply) <input type="checkbox"/> a. retainer <input type="checkbox"/> b. one-time fee <input type="checkbox"/> c. commission <input type="checkbox"/> d. contingent fee <input type="checkbox"/> e. deferred <input type="checkbox"/> f. other, specify: _____			
12. Form of Payment (check all that apply): <input type="checkbox"/> a. cash <input type="checkbox"/> b. in-kind; specify: nature _____ value _____					
14. Brief Description of Services Performed or to be performed and Date(s) of Service, including officer(s), employee(s), or member(s) contacted, for Payment Indicated in Item 11: <i>(attach Continuation Sheet(s) if necessary)</i>					
15. Continuation Sheet(s) attached: Yes <input type="checkbox"/> No <input type="checkbox"/>					
16. Information requested through this form is authorized by Title 31 U.S.C. Section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to the Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.				Signature: _____ Print Name: _____ Title: _____ Telephone No.: _____ Date: _____	
Federal Use Only:					Authorized for Local Reproduction Standard Form - 111

Standard Form LLL Rev. 09-12-97

Exhibit J

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

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

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

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