

Vali Cooper & Associates, Inc.

Construction Support Services

AGREEMENT FOR SERVICES #202-S1499

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 2000 Powell Street, Suite 550, Emeryville, California 94608, (hereinafter referred to as "Consultant");

R E C I T A L S

WHEREAS, County has determined that it is necessary to obtain a Consultant to assist its Community Development Agency, Transportation Division (Transportation Division), for construction support services for its U.S. 50/Silva Valley Parkway Interchange – Phase 1 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:

Consultant's services to be provided specifically in support of County's U.S. 50/Silva Valley Parkway Interchange - Phase 1 Project (hereinafter referred to as "Project").

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 support services, and other services generally including, but not limited to, those tasks identified in Exhibit A marked "Scope of Work," incorporated herein and made by reference a part hereof, or as identified in the individual Task Orders, to be issued in accordance with this Agreement. Deliverables for the specific items of work to be provided under the Scope of Work shall be as specified therein, shall be prepared using

the software described in this Article and shall be submitted in accordance with the timeframes specified in Exhibit A hereto. Modifications to the deliverables required, to the completion times specified in Exhibit A hereto or to the software requirements may only be made in accordance with the prior written approval of County's Contract Administrator.

Unless otherwise indicated, receipt of this executed Agreement is Consultant's Notice to Proceed with the work specified herein. No payment will be made for any work performed prior to the effective date of the Agreement.

In addition to the specific services identified in Exhibit A hereto, this Agreement may also include Optional Tasks, as subsequently identified during the course of work under this Agreement by County's Contract Administrator, related to the Scope of Work as identified in Exhibit A. Such Optional Tasks may supplement or modify the Scope of Work as identified in Exhibit A hereto or may include, but not be limited to, additional items of work that are deemed critical by County's Contract Administrator to the furtherance of completing 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, if applicable, 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, a schedule including a list of tasks with completion dates, a target completion date for the overall scope of work, Consultant's Project Manager, 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 a submittal or deliverable is required to be an electronic file, Consultant shall produce the file using Microsoft (MS) Office 2010 applications (specifically, MS Word, MS Project and MS Excel). Signed reports shall be submitted in Adobe portable document format (PDF). Electronic AutoCAD 2010 or AutoCAD Civil 3D 2010 format shall be used for submittal of plans or other similar documents as specified by County's Contract Administrator. All digital photographs shall be submitted on CD-ROMs in jpeg format with a minimum resolution of 2816 X 2112. 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.

No payment will be made for any Optional Task 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.

Consultant shall provide County's 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 XVII, 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 exceeds the cumulative total of the not-to-exceed dollar amount of this Agreement.

County shall review Consultant's progress at key points as specified in each Task Order. Milestone reviews shall be performed for the specific products and deliverables listed in each Task Order. Milestones may only be changed by written agreement between County's Contract Administrator and Consultant's Project Manager.

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 Order. County's review of deliverables will ensure that Consultant's work meets a level of acceptability as determined by County's Contract Administrator, and Consultant shall be required to modify its work as necessary to meet that level of acceptability as defined by County's Contract Administrator. Failure to submit the required deliverables in the formats required shall be grounds for termination of the Agreement, as provided in ARTICLE XVI, Default, Termination, and Cancellation herein.

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

ARTICLE II

Term: This Agreement shall become effective upon final execution by both parties hereto and shall expire upon the later of ninety (90) days after 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:

- A. For services provided herein, including all of the deliverables described in Exhibit A, Scope of Work, and in the individual Task Orders issued pursuant to this Agreement, 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 the services rendered.

- B. For the purposes hereof, the billing rates shall be in accordance with Exhibit B marked "Rate Schedule," incorporated herein and made by reference a part hereof. Contractor may submit a new proposed Rate Schedule to County's Contract Administrator, which shall require written approval and acceptance by County's Community Development Agency Director prior to the new rates becoming effective.

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

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 any authorized subconsultants.

- C. For the purposes of budgeting the items of work identified in Exhibit A, Scope of Work, the 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 the various items of work identified therein, (not including the subconsultant) subject to County's Contract Administrator's written approval.
- D. The total amount for all Optional Tasks and other direct costs, if any, which may be assigned in accordance with this Agreement, shall not exceed \$145,000, inclusive of all Task Orders, Task Order Amendments, 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.
- E. 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 \$3,000,000.
- F. Itemized invoices shall follow the format specified by County and shall reference this Agreement number, the County-supplied Task Order number, the Work Breakdown Structure (WBS) Activity Identification codes (Activity IDs) applicable for each item of work on their faces. Consultant shall bill County for only one (1) Task Order per invoice. A sample invoice is attached hereto as Exhibit C marked "Sample Invoice," incorporated herein and made by reference a part hereof. Consultant shall follow the invoice format of Exhibit C, unless otherwise directed by County's Contract Administrator.

- G. In accordance with ARTICLE XIV, Prevailing Wage, Consultant shall provide County's Contract Administrator with certified payroll for applicable personnel, including authorized subconsultants, for the period for which payment is requested and such certified payroll shall accompany each invoice submitted. The certified payroll shall contain information related only to the Project. No invoice shall be paid until the certified payroll is submitted.
- H. Consultant shall attach a copy of a Task Order invoice tracking spreadsheet that relates to the services being billed to every invoice submitted for payment under the terms of this Agreement. A sample invoice tracking spreadsheet is attached hereto as Exhibit D marked "Sample Tracking Report," incorporated herein and made by reference a part hereof. An electronic version of the Sample Tracking Report will be provided by County's Contract Administrator's designee via email. Copies of documentation attached to invoices shall reflect Consultant's charges for the specific services billed on those invoices. Invoices shall be mailed to County at the following address:
- County of El Dorado
Community Development Agency
Transportation Division
2441 Headington Road
Placerville, California 95667
Attn.: John H. Kahling, Deputy Director, Engineering
Construction Unit
- or to such other location as County directs.
- I. In the event that Consultant fails to deliver, in the format specified, the deliverables and progress reports required by this Agreement, County at its sole option may delay the monthly payment for the period of time of the delay, cease all payments until such time as the required deliverables are received, or proceed as set forth below in ARTICLE XVI, 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 current edition of the *Caltrans Construction Manual*, *Caltrans Bridge Construction Records and Procedures (BCRP) Manual*, *Caltrans Materials Testing Manual*, *Caltrans Local Assistance Procedures Manual*, *Caltrans Source Inspection Quality Management Plan (SIQMP) Outline*, the El Dorado County Community Development Agency, Transportation Division's Quality Assurance Program, ASTM testing procedures, and all other applicable Caltrans, federal, state and local laws, County guidelines and accepted industry standards, and shall be performed in a safe, professional, skillful and workmanlike manner in accordance with good engineering practices. Where applicable, services shall further conform to all U.S. Code of Federal Regulation Title 23 requirements and all applicable federal laws, regulations and policy and procedural or instructional memoranda.

Material testing and Quality Control/Assurance shall conform to the current edition of the *Caltrans Construction Manual*, *Caltrans Construction Manual Supplement for Local Agency*

Resident Engineers, 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 County's Contract Administrator.

Consultant has full responsibility for the accuracy and completeness of the deliverables, reports and such other documents that may be required for the tasks or items of work assigned. Assistance, cooperation and oversight by County, Caltrans, or other regulatory agencies will not relieve Consultant of this professional responsibility. All work must be performed and work products prepared in a format and manner customarily anticipated by the appropriate approving agencies.

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

ARTICLE VI

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

ARTICLE VII

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

The ownership of data provisions herein will remain in effect until terminated or modified in writing by mutual agreement.

ARTICLE VIII

Consultant's Project Manager: Consultant designates Keith Flaherty, P.E., Vice President, as its Project Manager for this Agreement. Consultant's Project Manager, or County-approved designee, shall be accessible to County's Contract Administrator, or designee, during normal County working hours and shall respond within twenty-four (24) hours to County inquiries or requests. Consultant's Project Manager shall be responsible for all matters related to Consultant's personnel, operations and any subconsultants authorized under this Agreement including, but not limited to (1) assigning qualified personnel to perform the required work and to prepare the deliverables required by the individual Task Orders issued pursuant to this Agreement; (2) reviewing, monitoring, training and directing Consultant's personnel and any subconsultants authorized herein; and (3) providing qualified and appropriate traffic control services for field work. Project Manager must be a registered engineer in the State of California.

ARTICLE IX

Changes to Agreement: This Agreement may be amended by mutual consent of the parties hereto. Amendments may be made to permit mutually acceptable changes in the scope, character or complexity of the work if such changes become desirable or necessary as the work progresses. Appropriate extensions of time in case of unavoidable delays and for consideration of warranted adjustments in payment may also be accomplished by amendments to the Agreement. Said amendments shall become effective only when in writing and fully executed by duly authorized officers of the parties hereto. There shall be no change in Consultant's Project Manager or subconsultants, which shall be established at the issuance of individual Task Orders, without prior written approval by County's Contract Administrator.

ARTICLE X

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

ARTICLE XI

Confidentiality:

- A. Consultant and any subconsultants authorized under this Agreement shall maintain the confidentiality and privileged nature of all records, including billing records, all financial, statistical, personal, technical, or other data and information relative to County's operations together with any knowledge therein acquired, in accordance with all applicable state and federal laws and regulations, as they may now exist or may hereafter be amended or changed. Consultant, and all Consultant's staff, employees, and representatives, including any subconsultants authorized herein, shall not use or disclose, directly or indirectly at any time, any said confidential information, other than to County's Transportation Division for the purpose of, and in the performance of, this Agreement.

- B. Permission granted by County to disclose information on one occasion or at public hearings held by County relating to this Agreement shall not authorize Consultant or any subconsultants authorized under this Agreement to further disclose such information, or disseminate the same on any other occasion.
- C. Consultant and any subconsultants authorized under this Agreement shall not comment publicly to the press or any other media regarding this Agreement or County's actions on the same, except to County's staff, Consultant's own personnel or authorized subconsultants involved in the performance of this Agreement, at public hearings or in response to questions from County's Board of Supervisors.
- D. Consultant and any subconsultants authorized under this Agreement shall not issue any news release or public relations item of any nature, whatsoever, regarding services performed or to be performed under this Agreement without prior review of the contents thereof by County, and receipt of County's Contract Administrator's written permission.
- E. Consultant shall hold all administrative draft and administrative final reports, studies, materials, and documentation relied upon, produced, created, or utilized for Project in confidence to the extent permitted by law. Where applicable, the provisions of California Government Code section 6254.5(e) will govern the disclosure of such documents.
- F. 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.
- G. Any subcontract entered into as a result of this Agreement shall contain all of the provisions of this Article.
- H. This confidentiality provision shall survive after the expiration or earlier termination of this Agreement.

ARTICLE XII

Assignment and Delegation: Consultant is engaged by County for its unique qualifications and skills as well as those of its personnel. Consultant shall not subcontract, delegate, or assign services to be provided, in whole or in part, to any other person or entity without prior written consent of County. Notwithstanding this Article, County may, through its Contract Administrator, authorize Consultant to utilize subconsultants for services performed in Exhibit A, Scope of Work, for the particular tasks, work and deliverables identified therein or as identified in the individual Task Orders issued pursuant to this Agreement. Said authorization and approval shall be sought and obtained by Consultant prior to subconsultants' commencement of any work under this Agreement. Specific subconsultants shall be authorized in individual Task Orders issued pursuant to this Agreement. Consultant shall require each subconsultant, to the extent of the work to be performed by the subconsultant, to be bound to Consultant by the terms of this Agreement and to assume toward Consultant all of the obligations and responsibilities that Consultant, by this Agreement, assumes toward County.

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

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

ARTICLE XIII

Independent Contractor/Liability: Consultant is, and shall be at all times, deemed independent and shall be wholly responsible for the manner in which it performs services required by the terms of this Agreement. Consultant exclusively assumes responsibility for acts of its employees, associates, and 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, agents, associates, representatives, or subconsultants.

ARTICLE XIV

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

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

Consultant 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 any 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. Consultant shall submit certified payroll to County in accordance with ARTICLE III, Compensation for Services.

ARTICLE XV

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

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

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

ARTICLE XVI

Default, Termination, and Cancellation:

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

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

- B. **Bankruptcy:** This Agreement, at the option of County, shall be terminable in the case of bankruptcy, voluntary or involuntary, or insolvency of Consultant.
- C. **Ceasing Performance:** County may terminate this Agreement in the event Consultant ceases to operate as a business, or otherwise becomes unable to

substantially perform any term or condition of this Agreement.

- D. Termination or Cancellation without Cause: County may terminate this Agreement or any 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 this Agreement, as applicable. Upon receipt of a Notice of Termination, Consultant shall promptly discontinue all services affected, as of the effective date of termination set forth in such Notice of Termination, unless the Notice directs otherwise. 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.
- E. Consultant shall comply with the requirements of this Article, regarding administrative, contractual, or legal remedies in instances of default, termination or cancellation and with other terms and conditions of County's grant funding agreements that provide for such sanctions and penalties as may be appropriate in instances where contract terms are violated or breached.
- F. Completion of Work: In the event of termination of the Agreement, County reserves the right to take over and complete any work, service, or task by contract or by other means.

ARTICLE XVII

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

To County:

County of El Dorado
Community Development Agency
Transportation Division
2441 Headington Road
Placerville, California 95667

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

With a Copy to:

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

Attn.: Sherrie Busby
Administrative Services Officer
Contract Services Unit

or to such other location as County directs.

Notices to Consultant shall be addressed as follows:

Vali Cooper & Associates, Inc.
2000 Powell Street, Suite 550
Emeryville, California 94608

Attn.: John Collins
Chief Operating Officer

or to such other location as Consultant directs.

ARTICLE XVIII

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

ARTICLE 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.

Except as otherwise prohibited by law, neither State nor any officer or employee thereof is responsible for any injury, damage, or liability occurring by reason of anything done or omitted to be done by Consultant under or in connection with any work, authority, or jurisdiction conferred upon Consultant and arising under this Agreement. Consultant shall fully defend, indemnify and save harmless State and all of its officers and employees from all claims, suits, or actions of every name, kind and description brought forth under, including, but not limited to, tortious, contractual, inverse condemnation, or other theories or assertions of liability occurring by reason of anything done or omitted to be done by Consultant under this Agreement.

The obligation to defend and indemnify contained herein will remain in effect until terminated or modified in writing by mutual 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 and a \$2,000,000 aggregate limit.
- C. Automobile Liability Insurance of not less than \$1,000,000 is required in the event motor vehicles are used by Consultant in performance of the Agreement.
- D. In the event Consultant is a licensed professional and is performing professional services under this Agreement, Professional Liability Insurance is required with a limit of liability of not less than \$1,000,000.
- E. Consultant shall furnish a certificate of insurance satisfactory to County's Risk Management Division as evidence that the insurance required above is being maintained.
- F. The insurance will be issued by an insurance company acceptable to County's Risk Management Division, or be provided through partial or total self-insurance likewise acceptable to the Risk Management Division.
- G. Consultant agrees that the insurance required herein shall be in effect at all times during the term of this Agreement. In the event said insurance coverage expires at any time or times during the term of this Agreement, Consultant shall immediately provide a new certificate of insurance as evidence of the required insurance coverage. In the event Consultant fails to keep in effect at all times insurance coverage as herein provided, County may, in addition to any other remedies it may have, terminate this Agreement upon the occurrence of such event. New certificates of insurance are subject to the approval of County's Risk Management Division, and Consultant agrees that no work or services shall be performed prior to the giving of such approval.
- H. The certificate of insurance must include the following provisions stating that:
 - 1. The insurer will not cancel the insured's coverage without prior written notice to County; and
 - 2. The County of El Dorado, its officers, officials, employees, and volunteers are included as additional insured (on an additional insured endorsement), but only insofar as the operations under this Agreement are concerned. This

provision shall apply to the general liability insurance policy.

- I. Consultant's insurance coverage shall be primary insurance as respects County, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by County, its officers, officials, employees, or volunteers shall be in excess of Consultant's insurance and shall not contribute with it.
- J. Any deductibles or self-insured retentions must be declared to, and approved, by County. At the option of County, either: The insurer shall reduce or eliminate such deductibles or self-insured retentions as respects County, its officers, officials, employees, and volunteers; or Consultant shall procure a bond guaranteeing payment of losses and related investigations, claim administration, and defense expenses.
- K. Any failure to comply with the reporting provisions of the policies shall not affect coverage provided to County, its officers, officials, employees, or volunteers.
- L. The insurance companies shall have no recourse against the County of El Dorado, its officers and employees or any of them for payment of any premiums or assessments under any policy issued by any insurance company.
- M. Consultant's obligations shall not be limited by the foregoing insurance requirements and shall survive the expiration of this Agreement.
- N. In the event Consultant cannot provide an occurrence policy, Consultant shall provide insurance covering claims made as a result of performance of this Agreement for not less than three (3) years following completion of performance of this Agreement.
- O. The certificate of insurance shall meet such additional standards as may be determined by the contracting County department, either independently or in consultation with County's Risk Management Division as essential for protection of County.

In addition, Consultant shall ensure that all subconsultants authorized pursuant to this Agreement shall maintain workers' compensation, general liability, automobile liability and professional liability insurance as specified above and shall provide County with proof of same if requested.

ARTICLE 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, nor any firm affiliated with Consultant has prepared plans, specifications, and estimates for any construction project named in the individual Task Order. Consultant also certifies that neither Consultant, 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 materials testing information, no subconsultant who is providing services in connection with this Agreement shall have provided services on the design of any project named in the individual Task Order.

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

ARTICLE XXIV

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

ARTICLE 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 County's 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

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

ARTICLE XXVIII

Claims Filed by County's Construction Contractors:

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

Contract Administrator: The County Officer or employee with responsibility for administering this Agreement is John H. Kahling, P.E., Deputy Director, Engineering, Construction Unit, Transportation Division, Community Development Agency, or successor.

ARTICLE XXX

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 XXXI

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 XXXII

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

ARTICLE XXXIII

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

ARTICLE XXXIV

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

Requesting Contract Administrator Concurrence:

By: _____ Dated: _____
John H. Kahling, P.E.
Deputy Director, Engineering
Construction Unit
Transportation Division
Community Development Agency

Requesting Division Concurrence:

By: _____ Dated: _____
Bard R. Lower
Transportation Division Director
Community Development Agency

Requesting Department Concurrence:

By: _____ Dated: _____
Kimberly A. Kerr, Acting Director
Community Development Agency

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

-- COUNTY OF EL DORADO --

By: _____ Dated: _____

Board of Supervisors
"County"

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

By: _____ Dated: _____
Deputy Clerk

-- VALI COOPER & ASSOCIATES, INC. --

By: _____ Dated: _____
John Collins
Chief Operating Officer
"Consultant"

By: _____ Dated: _____
Marian Ross
Chief Financial Officer

Vali Cooper & Associates, Inc.

Exhibit A

Scope of Work

Scope of Work Table of Contents

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Item of Work B. Construction Inspection 3

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DELIVERABLES:

Unless otherwise indicated below, and notwithstanding any other provision of this Agreement to the contrary, Consultant shall submit hard copy deliverables via US Mail or in-person delivery and electronic copy deliverables via email to County’s Contract Administrator. All deliverables, whether hard copy or electronic versions, shall be prepared and submitted in accordance with the computer and software requirements of ARTICLE I, Scope of Services, of this Agreement. All digital photographs shall be submitted on a CD-ROM in jpeg format with a minimum resolution of 2816 X 2112. County’s Contract Administrator’s current address is 2441 Headington Road, Placerville, CA 95667 and the current email address is john.kahling@edcgov.us. Changes to County’s Contract Administrator’s physical or email address will be transmitted to Consultant in accordance with the provisions of ARTICLE XVII, Notice to Parties, of this Agreement.

Unless otherwise directed by County’s Contract Administrator, the files for the Project will be located at the temporary field office that will be provided by County’s Construction Contractor.

Scope of Work

Consultant and its subconsultant, Mendoza & Associates, shall perform the tasks included in the Items of Work below.

Task Orders issued for Optional Tasks which include subconsultants that are not listed above, shall be identified in the specific service to be provided for each assignment in the individual Task Orders to be issued in accordance with this Agreement.

Item of Work A. Pre-Construction Services WBSPRC01 (WBSActivityID)

In accordance with County directives and the current editions of the *Caltrans Construction Manual* and the *Caltrans BCRP Manual*, Consultant and its subconsultant, Mendoza & Associates, shall perform pre-construction activities including, but not limited to, the following:

1) Contract Document Review:

Consultant shall review the Project construction contract documents, copies of which shall be provided to Consultant by County, for ambiguities, errors, omissions and contradictions between the plans, specifications, pay items and item payment provisions. Consultant shall also review the construction contract documents for clarity, completeness, consistency, and constructability. Consultant shall prepare a written report of Consultant's findings from its review. Consultant 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: Consultant shall set up Project files and shall submit the written report of Consultant's findings via email, within one (1) week of execution of this Agreement. Consultant shall place a hard copy of the findings report in the Project files.

2) Documentation of Pre-Construction Conditions:

Consultant 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. Consultant shall provide a digital camera for both stills and video.

Deliverables: Consultant shall place a CD-Rom with all digital photographs and videos in the Project files within one (1) week of execution of this Agreement. Consultant shall store all digital photographs and videos on the County-provided computer for the duration of the Project.

3) Pre-Construction Meeting:

Consultant 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. Consultant shall develop an invitation list for the pre-construction meeting based upon direction from County's Contract Administrator and Consultant shall use the invitation list to invite participants to the pre-construction meeting. During the meeting, Consultant'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. Consultant shall prepare the agenda for the meeting and shall prepare meeting minutes after the meeting. Consultant shall also prepare a list of meeting attendees.

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

4) Pre-Construction Water Pollution Control:

Consultant shall make written review comments regarding the Construction Contractor's Storm Water Pollution Prevention Plan (SWPPP), shall submit the review comments to County's Contract Administrator, and shall facilitate conditional and final acceptance of the SWPPP by issuing rejection or 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.

Deliverables: Consultant shall email to County's Contract Administrator copies of all rejection/acceptance letters regarding the Construction Contractor's SWPPP when the letters are transmitted to the Construction Contractor. Consultant 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.

Item of Work B. Construction Inspection WBSPRCI01 (WBSActivityID)

In accordance with County directives and the current editions of the *Caltrans Construction Manual* and the *Caltrans BCRP Manual*, Consultant and its subconsultant, Mendoza & Associates, shall perform construction inspection activities including, but not limited to, the following:

1) Construction Inspection:

Consultant 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. Consultant shall ensure Construction Contractor, subcontractors, and utility company compliance with the construction contract documents, copies of which shall be provided to Consultant 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, subcontractors, or 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 or subcontractor'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 Consultant's inspector was on site
- i. Narrative section that includes all pertinent observations and discussions that occurred that day, a general description of the work performed that day, and lists and locations of the construction contract item quantities constructed that day

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

2) As-Built Plans:

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

placing supplemental or replacement sheets included with the CCOs directly into the as-built plans.

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

3) Digital Photography:

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

Deliverables: Consultant shall place digital photographs on the County-provided computer on a weekly basis. Consultant 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 WBSCA01 (WBSActivityID)

In accordance with County's Contract Administrator's directives and the current editions of the *Caltrans Construction Manual* and the *Caltrans BCRP Manual*, Consultant and its subconsultant, Mendoza & Associates, shall provide construction administration services including, but not limited to, the following:

1) Records Maintenance:

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

Deliverables: Consultant 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 Scope of Work, or elsewhere in the Agreement.

2) Correspondence:

When directed by County's Contract Administrator, Consultant shall prepare 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 and local businesses.

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

3) Weekly Meetings with Construction Contractor:

Consultant shall facilitate and attend meetings with County's Construction Contractor on a weekly basis. Consultant 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. Consultant may invite other stakeholders to the meetings when appropriate.

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

4) Special Coordination Meetings:

When circumstances warrant, or at the direction of County's Contract Administrator, Consultant 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. Consultant shall generate a meeting agenda and minutes for each meeting.

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

5) Schedule Management:

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

Deliverables: Consultant 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.

6) Labor Compliance:

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

Deliverables: Consultant 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. Consultant shall place the Construction Contractor's certified payroll submittals in the Project files within one (1) week of receipt from the Construction Contractor. Consultant shall notify County's Construction Contractor of any certified payroll issues via email or letter within two (2) days of discovering the issues.

7) Payment Recommendations:

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

Deliverables: Consultant 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. Consultant shall submit progress pay estimates to County's Contract Administrator on or before the 22nd of every month. If the 22nd falls on a weekend or a holiday, then Consultant shall submit the progress pay estimate to County's Contract Administrator on the first working day thereafter. Consultant shall provide the format for the progress pay estimates to County's Contract Administrator for review and approval prior to utilization.

8) Submittal Management:

As submittals are received by Consultant from County's Construction Contractor, Consultant shall enter information for each submittal into a submittal log including, but not limited to, date received, submittal description, party responsible for review, response due date, actual response date, and submittal approval/rejection status. When Consultant is not responsible for submittal review, Consultant shall perform an initial review for submittal completeness and

then forward the submittal to the party responsible for review of the submittal or return it to County's Construction Contractor for modification and resubmittal. When Consultant is responsible for submittal review, Consultant shall review the submittal and respond in a timely manner consistent with the construction contract documents, County's Contract Administrator's directives and the current edition of the *Caltrans Construction Manual*.

Deliverables: Consultant 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. Consultant shall review all of the Construction Contractor's submittals and when Consultant is responsible for submittal review, Consultant shall respond via email or letter (as appropriate and as directed by County's Contract Administrator) within the timeframes contained in the construction contract documents. When Consultant is not responsible for submittal review, Consultant 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.

9) RFIs:

As RFIs are received by Consultant from County's Construction Contractor, Consultant 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 Consultant is not responsible for RFI review, Consultant shall perform an initial review for RFI clarity and completeness and then forward the RFI to the party responsible for review of the RFI or return it to County's Construction Contractor for modification and resubmittal. When Consultant is responsible for RFI review, Consultant shall review the RFI and respond to County's Construction Contractor within five (5) working days of RFI receipt from the Construction Contractor.

Deliverables: Consultant 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. Consultant shall review all Construction Contractor RFIs and when Consultant is responsible for RFI review, Consultant shall respond to County's Construction Contractor via email or letter (as appropriate and as directed by County's Contract Administrator) within five (5) working days of RFI receipt from the Construction Contractor. When Consultant is not responsible for RFI review, Consultant 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.

Item of Work D. Construction Engineering WBSCE01 (WBSActivityID)

Consultant and its subconsultant, Mendoza & Associates, shall provide construction engineering services including, but not limited to, the following:

- 1) Overhead sign shop drawing and erection plan review, analysis, and responses to County's Construction Contractor
- 2) Shoring and excavation plan review, analysis, and responses to County's Construction Contractor
- 3) Calculation, analysis, and review of temporary and finished elevations
- 4) Development, analysis and review of revisions to construction contract documents for incorporation into CCOs
- 5) Analysis of Portland cement concrete mix designs
- 6) Shop drawing and working drawing review, analysis and responses to County's Construction Contractor
- 7) Concrete placement plan review, analysis and responses to County's Construction Contractor

Deliverables: Consultant 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 WBSCI03 (WBSActivityID)

Consultant and its subconsultant, Mendoza & Associates, shall provide water pollution control services including, but not limited to, the following:

- 1) Consultant shall ensure Construction Contractor compliance with all water pollution control requirements, including but not limited to requirements in the contract documents, the Construction General Permit (CGP) issued by the State Water Resources Control Board, and all Project specific permits.
- 2) Consultant shall ensure Construction Contractor compliance with Contractor's accepted SWPPP. Consultant shall ensure that any updates to Contractor's accepted SWPPP are submitted, reviewed, and approved in accordance with the requirements in the construction contract documents.
- 3) Consultant shall perform inspections of the Construction Contractor's water pollution control measures deployed at the Project site in accordance with the intervals described in the construction contract documents and in accordance with the CGP. Consultant shall coordinate inspections by State and Federal regulatory agencies at the Project site whenever such agencies request inspections.

Deliverables: Consultant 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. Project Closeout WBSPC05 (WBSActivityID)

In accordance with County's Contract Administrator's directives and the current edition of the *Caltrans Construction Manual*, Consultant and its subconsultant, Mendoza & Associates, 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 Consultant and County will review and analyze aspects of the Project that could be improved prior to implementation of future projects

Deliverables: Consultant shall place all data and correspondence pertaining to Project closeout in the Project files within five (5) working days of creating or receiving such data or correspondence. Consultant shall hand deliver one (1) complete hard copy of as-built plans to County's Contract Administrator within sixty (60) days of final acceptance of Project. Consultant shall email the Notice of Acceptance to County's Contract Administrator within one (1) week of receiving an email request for the Notice of Acceptance by County's Contract Administrator. Consultant shall email the Proposed Final Estimate to County's Contract Administrator within one (1) week of receiving an email request for the Proposed Final Estimate from County's Contract Administrator. Consultant 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.

OPTIONAL TASKS

If County determines it is necessary to proceed with Optional Tasks to supplement or modify the Scope of Work for the Project, Optional Tasks in the form of Task Orders, will be issued, pursuant to the provisions of this Agreement.

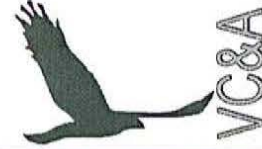


Vali Cooper & Associates, Inc.

Exhibit B

Agreement for Services #202-S1499

Rate Schedule



Classification	Hourly Billing Rate
Contract Manager	\$190
Project Scheduler	\$195
Structures Representative / Resident Engineer	\$170
Office Engineer	\$110
Construction Inspector (see note 1.)	\$140.00 Hourly Billing Rate \$163.80 Overtime Billing Rate \$201.60 Premium Billing Rate

Explanation of Rates:

1. Rates may be increased based on a review of required pay increases from the Department of Industrial Relations (DIR). Increases are subject to approval by County's Community Development Agency Director.
2. Consultant may submit a new proposed Rate Schedule for all classifications to County's Contract Administrator, which shall require written approval and acceptance by County's Community Development Agency Director prior to the new rates becoming effective.
3. Consultant's employees are compensated in conformance with prevailing wage requirements and the California Labor Code and Consultant bills for services in the same manner.
4. The Overtime Billing Rate will be billed for all hours worked in excess of eight (8) hours, up to and including twelve (12) hours in any workday (twenty-four [24] hour period from midnight to midnight), and for the first eight (8) hours worked on the seventh consecutive day of work in a workweek.
5. The Premium Billing Rate will be billed for all hours worked in excess of twelve (12) hours in any workday (twenty-four [24] hour period from midnight to midnight), and for all hours worked in excess of eight (8) hours on the seventh consecutive day of work in a workweek.
6. 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*

Scope of Work

Item of Work A.	Pre-Construction Services	\$	20,000.00
Item of Work B.	Construction Inspection	\$	1,100,000.00
Item of Work C.	Construction Administration	\$	250,000.00
Item of Work D.	Construction Engineering	\$	20,000.00
Item of Work E.	Water Pollution Control	\$	50,000.00
Item of Work F.	Project Closeout	\$	15,000.00
	Consultant Subtotal	\$	1,455,000.00

Subconsultant:

Mendoza & Associates

Item of Work A.	Pre-Construction Services	\$	20,000.00
Item of Work B.	Construction Inspection	\$	350,000.00
Item of Work C.	Construction Administration	\$	750,000.00
Item of Work D.	Construction Engineering	\$	250,000.00
Item of Work E.	Water Pollution Control	\$	15,000.00
Item of Work F.	Project Closeout	\$	15,000.00
	Subconsultant Subtotal	\$	1,400,000.00

Other Direct Costs \$ 5,000.00

Optional Tasks Estimate \$ 140,000.00

Total Proposed Agreement Budget Cost Estimate \$ 3,000,000.00

*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 its personnel (not its subconsultant) and among the various items of work identified herein, subject to County's Contract Administrator's written approval. In no event shall the total not-to-exceed amount of the Agreement be exceeded.

Sample Invoice

Vali Cooper & Associates, Inc.

Address

Phone, Fax, Email Address

EXHIBIT D

County of El Dorado
Community Development Agency
Transportation Division
2441 Headington Drive
Placerville, CA 95667
Attn.: John Kahling
Deputy Director Engineering
Construction Unit

Invoice Number XXXXXX
Invoice Date Month Day, Year
Project Number 71328 A
Agreement Number 202-S1499

Work Beginning MM/DD/YYYY through MM/DD/YYYY
U.S. 50/Silva Valley Parkway Interchange – Phase 1
Agreement for Services 202-S1499
Task Order 202-S1499-XX

Name of Consultant's Project Manager

Professional Fees:		Week Ending	Units	Rate	Amount
TD Activity Code and Task Name (refer to Items of Work)					
1. Employee Name	Employee Title	MM/DD/YY	# Hours	XXX.XX	\$X,XXX.XX
2. Employee Name	Employee Title	MM/DD/YY	# Hours	XXX.XX	\$X,XXX.XX
3. Employee Name	Employee Title	MM/DD/YY	# Hours	XXX.XX	\$X,XXX.XX
4. Employee Name	Employee Title	MM/DD/YY	# Hours	XXX.XX	\$X,XXX.XX
5. Employee Name	Employee Title	MM/DD/YY	# Hours	XXX.XX	\$X,XXX.XX
Subtotal			# Hours		\$X,XXX.XX
TD Activity Code and Task Name (refer to Items of Work)					
6. Employee Name		MM/DD/YY	# Hours	XXX.XX	\$X,XXX.XX
7. Employee Name		MM/DD/YY	# Hours	XXX.XX	\$X,XXX.XX
Subtotal			# Hours		\$X,XXX.XX
Professional Fees Subtotal			# Hours	XXX.XX	\$X,XXX.XX

Direct Expenses (refer to Agmt/Task Order for allowable charges & rates):				
Note: Attach copies of mileage log, copy log, etc. to support charges				
Mileage, if applicable	XX	Miles	.XX/mile	\$XXX.XX
Reproduction/Copies	# copies	# copies	.XX/copy	\$XXX.XX
Etc.				
Direct Expenses Subtotal				\$X,XXX.XX

Subconsultant Fees (if applicable):	Name of Subconsultant
Activity Code and Task Name per Task Order	\$X,XXX.XX
Subconsultant Subtotal	\$X,XXX.XX

Total Amount Due This Invoice	\$X,XXX.XX
--------------------------------------	-------------------

**U.S. 50/Silva Valley Parkway Interchange
Agreement for Services #202-S1499
Task Order 202-S1499-XX
Progress Report**

I. Accomplishments for this Period:

- a. XXXX
- b. XXXX
- c. XXXX
- d. XXXX
- e. XXXX

II. Accomplishments planned for next Period:

- a. XXXX
- b. XXXX
- c. XXXX
- d. XXXX
- e. XXXX

III. Pending Issues/Recommendations for Resolution:

- a. XXXX
- b. XXXX
- c. XXXX
- d. XXXX
- e. XXXX

IV. Prepared By: _____ (Signature)
Printed Name of Project Manager

Exhibit E

Vali Cooper & Associates, Inc.
Task Order # 202-S1499-XX

SAMPLE TRACKING REPORT
Title of Task Order (found on front page of document)

Invoice Date:

Consultant

Items of Work	Activity Code	Budget	Invoiced To Date	Available	Current Invoice	Available Balance**	Actual Progress % *	Sub-consultant (if applicable)			Invoiced To Date	Available	Sub Current Invoice	Available Balance**	Actual Progress % *	Task Order % of Budget
								Sub #1 Budget	Sub #2 Budget	Sub #3 Budget						
Letter and name of item as shown in Task Order				\$0.00		\$0.00						\$0.00		\$0.00		#DIV/0!
				\$0.00		\$0.00						\$0.00		\$0.00		#DIV/0!
				\$0.00		\$0.00						\$0.00		\$0.00		#DIV/0!
				\$0.00		\$0.00						\$0.00		\$0.00		#DIV/0!
				\$0.00		\$0.00						\$0.00		\$0.00		#DIV/0!
Totals		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0.0%	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0.0%	#DIV/0!

\$0.00 Budget
\$0.00 Actual
\$0.00 Balance

Staff Budget (hours)

Items of Work	Activity Code	Classification		Classification		Classification		Classification		Classification		Classification		Total Hours by Task		Task Order % of Budget	
		Budget	Actuals	Budget	Actuals	Budget	Actuals	Budget	Actuals	Budget	Actuals	Budget	Actuals	Budget	Actuals		
Letter and name of item as shown in Task Order															0	0	#DIV/0!
															0	0	#DIV/0!
															0	0	#DIV/0!
															0	0	#DIV/0!
															0	0	#DIV/0!
															0	0	#DIV/0!
															0	0	#DIV/0!
Totals		0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	#DIV/0!

Rates/hr \$XXX.XX \$XXX.XX \$XXX.XX \$XXX.XX \$XXX.XX \$XXX.XX

0.0 Budget
0.0 Actual
0.0 Balance #DIV/0!

* This is the % of the work actually completed on this item of work; it is NOT the % of the budget expended to date
** Do NOT submit an invoice if the "Available" column is 0 or if the "Available Balance" column becomes negative with the current invoice.

Prepared By: _____ (Signature of Project Manager)

Printed Name of Project Manager: _____

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FEASIBILITY ANALYSIS FOR CONTRACTING OUT FOR PROFESSIONAL SERVICES

The following questions are intended to guide the Department in determining if it is feasible to perform work with contract services versus using in-house labor in order to comply with the County Charter.

“YES” to any question (1) through (6) means an economic analysis is not required.

“YES” to any question (7) through (9) means an economic analysis may be required (an economic analysis may address a specific contract, or it may be appropriate to refer to a previously prepared long-range economic analysis which identifies a sustainable staffing level plan).


COMPLETE QUESTIONS (1) THROUGH (6):

(1) Does the nature of the work involve emergency services (i.e., issues related to health and safety) where existing County staff cannot perform the work in the time required? YES _____ NO X

(2) Is the contract with or among other governmental entities or agencies? If “YES,” specify. YES _____ NO X

(3) Is there legislative authority or other mandates that the service be performed by independent contractors? If “YES,” what is the authority? YES _____ NO X

(4) Is a contract necessary to protect against a conflict of interest or to ensure independent and unbiased findings where there is a need for an outside perspective? If “YES,” explain. YES _____ NO X

 **STOP** –If the answer to any of the above questions (1) through (4) is “Yes,” skip questions (5) & (6) and proceed to answer questions (12) and (13). If the answers to all questions (1) through (4) are “No,” proceed to answer questions (5) & (6).

(5) Are there specialty skills required for the performance of work which are not expressly identified in County classifications (be sure to consider entire County, not just the contracting department)? If “YES,” describe. YES _____ NO X

(6) Is the ongoing aggregate of work to be performed under this contract or contract amendment not sufficient to warrant addition of permanent staff? If “YES,” explain. YES X NO _____

This work is project specific. Addition of full-time staff in the proposed Agreement is not warranted.

If “YES” to any of questions (1) through (6), an economic analysis is not required; skip questions (7) through (11), and proceed to answer questions (12) and (13).

If “NO” to all questions (1) through (6) answer questions (7) through (11), and complete an Economic Analysis.

FEASIBILITY ANALYSIS (continued)

(if required, answer questions 7 through 11, then complete an Economic Analysis)

- (7) Are there legislative, administrative or legal goals and purposes that cannot be accomplished through the use of persons other than independent contractors? (County Counsel will provide clarification on what items would be included in this category) YES _____ NO _____
- (8) Has there been an inability to hire qualified personnel as evidenced by past recruitments? YES _____ NO _____
- (9) Is there a critical deadline (other than for health, safety or welfare) for the performance of this work? If "YES", describe the nature of the deadline and consequences of not performing work by a certain deadline. YES _____ NO _____
- (10) Is the nature of the work temporary or occasional? YES _____ NO _____
- (11) Will a contractor provide equipment, materials, facilities, administration or support services related to providing work that may not feasibly be provided by the County? (see Economic Analysis form for more detail) YES _____ NO _____

PROCESSING ISSUES:

(answer questions 12 and 13, whether or not an Economic Analysis was necessary)

- (12) Is the work to be performed expressly identified or described in classifications assigned to bargaining units? YES X NO _____ UNSURE _____

Briefly describe the work to be performed:

Construction inspection of contractor work, preparing daily reports and quality assurance; construction administration, which includes preparation of pay estimate data, quantity calculations and preparation of letters and memos; construction engineering; and water pollution control.

- (13) Does the work performed in this contract, or the aggregate amount performed by this contract with any amendments, exceed a total of \$40,000? YES X NO _____



Contract Services Unit will complete #14 below:

- (14) If answering "YES" or "UNSURE" to either question (12) or question (13), have you contacted Human Resources? YES X NO _____

Date contacted: 9/5/13 What was the result?

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Hub International HUB Int'l Insurance Serv. Inc. P.O. Box 4047 Concord, CA 94524-4047	CONTACT NAME: PHONE (A/C, No., Ext): 925 609-6500 FAX (A/C, No): 925 609-6550	
	E-MAIL ADDRESS:	
INSURED Vali Cooper & Associates, Inc. 2000 Powell Street, Suite 550 Emeryville, CA 94608	INSURER(S) AFFORDING COVERAGE NAIC #	
	INSURER A : Hanover Insurance Company 22292	
	INSURER B : Navigators Specialty Ins Co 36056	
	INSURER C : Travelers Prop Cas Co of Amer 25674	
	INSURER D : Continental Casualty Company 20443	
	INSURER E : Massachusetts Bay Insurance Co 22306	
INSURER F :		

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY		ZHF897008903	12/30/2012	12/30/2013	EACH OCCURRENCE	\$1,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY					DAMAGE TO RENTED PREMISES (Ea occurrence)	\$1,000,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR					MED EXP (Any one person)	\$10,000
	<input checked="" type="checkbox"/> Ded: 0					PERSONAL & ADV INJURY	\$1,000,000
GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	\$2,000,000
	<input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input checked="" type="checkbox"/> LOC					PRODUCTS - COMP/OP AGG	\$2,000,000
							\$
E	AUTOMOBILE LIABILITY		ADF895285503	12/30/2012	12/30/2013	COMBINED SINGLE LIMIT (Ea accident)	\$1,000,000
	<input checked="" type="checkbox"/> ANY AUTO					BODILY INJURY (Per person)	\$
	<input type="checkbox"/> ALL OWNED AUTOS	<input type="checkbox"/> SCHEDULED AUTOS				BODILY INJURY (Per accident)	\$
	<input checked="" type="checkbox"/> HIRED AUTOS	<input checked="" type="checkbox"/> NON-OWNED AUTOS				PROPERTY DAMAGE (Per accident)	\$
							\$
B	UMBRELLA LIAB	<input checked="" type="checkbox"/> OCCUR	SE12EXC701858IC	12/30/2012	12/30/2013	EACH OCCURRENCE	\$10,000,000
	<input checked="" type="checkbox"/> EXCESS LIAB	<input type="checkbox"/> CLAIMS-MADE				AGGREGATE	\$10,000,000
	DED	<input checked="" type="checkbox"/> RETENTION \$0					\$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY		PJUB8464L16212	12/30/2012	12/30/2013	<input checked="" type="checkbox"/> WC STATUTORY LIMITS	OTHER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	<input type="checkbox"/> Y/N				E.L. EACH ACCIDENT	\$1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below	N/A				E.L. DISEASE - EA EMPLOYEE	\$1,000,000
						E.L. DISEASE - POLICY LIMIT	\$1,000,000
D	PROFESSIONAL LIAB		AEH288342192	12/30/2012	12/30/2013	Per Claim:	\$5,000,000
	Claims-Made					Aggregate:	\$5,000,000
						Ded:	\$35,000


DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

Re: El Dorado County Silva Valley Interchange Project.

County of El Dorado, it's officers, officials, employees and volunteers, as additional insured and Primary Wording applies to General Liability per attached 421-0778 0909 and 421-0452 0607. General Liability, Auto Liability and Workers Compensation Waivers of Subrogation apply per CG2404 0509, 461-0155 9-97 and WC990376, all as required by written contract. (See Attached Descriptions)

CERTIFICATE HOLDER

CANCELLATION

County of El Dorado Attn: Community Development Agency Contract Services Unit 2850 Fairlane Court Placerville, CA 95667	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
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DESCRIPTIONS (Continued from Page 1)

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. This certificate cancels and replaces certificate issued on 09/03/2013.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CALIFORNIA COMMERCIAL GENERAL LIABILITY SPECIAL BROADENING ENDORSEMENT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SUMMARY OF COVERAGES

1. Additional Insured by Contract, Agreement or Permit	Included
2. Additional Insured - Broad Form Vendors	Included
3. Aggregate Limit per Location	Included
4. Alienated Premises	Included
5. Bodily Injury Redefined	Included
6. Broad Form Property Damage - Borrowed Equipment, Customers Goods & Use of Elevators	Included
7. Extended Property Damage	Included
8. Incidental Malpractice (Employed nurses, EMT's & paramedics)	Included
9. Knowledge of Occurrence	Included
10. Liberalization Clause	Included
11. Medical Payments - Increased Limit	\$ 10,000
12. Mobile Equipment Redefined	Included
13. Newly Acquired or Formed Organizations - Covered until end of policy period	Included
14. Non-owned Watercraft	51 ft.
15. Personal Injury - Broad Form	Included
16. Product Recall Expense	
- Each Occurrence Limit	\$ 25,000
- Aggregate Limit	\$ 50,000
17. Property Damage Legal Liability (Fire, Lighting, Explosion, Smoke or Leakage Damage)	\$ 500,000
18. Supplementary Payments Increased Limits	
- Bail Bonds	\$ 2,500
- Loss of Earnings	\$ 300
19. Unintentional Failure to Disclose Hazards	Included
20. Unintentional Failure to Notify	Included

This endorsement amends coverages provided under the Commercial General Liability Coverage Form through new coverages, higher limits and broader coverage grants.

1. Additional Insured by Contract, Agreement or Permit

Under **Section II - Who Is An Insured**, Paragraph 4. is added as follows:

4. a. Any person or organization with whom you agreed, because of a written contract, written agreement or permit to provide insurance, is an insured, but only with respect to:

(1) "Your work" for the additional insured(s) at the location designated in the contract, agreement or permit; or

(2) Premises you own, rent, lease or occupy. This insurance applies on a primary basis if that is required by the written contract, written agreement or permit.

b. This provision does not apply:

(1) Unless the written contract or written agreement has been executed or permit has been issued prior to the "bodily injury", "property damage", "personal injury" or "advertising injury".

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- (2) To any person or organization included as an insured by an endorsement issued by us and made part of this Coverage Part.
- (3) To any person or organization included as an insured under item 2 of this endorsement.
- (4) To any lessor of equipment:
 - (a) After the equipment lease expires; or
 - (b) If the "bodily injury", "property damage", "personal injury" or "advertising injury" arises out of sole negligence of the lessor.
- (5) To any:
 - (a) Owners or other interests from whom land has been leased which takes place after the lease for the land expires; or
 - (b) Managers or lessors of premises if:
 - (i) The occurrence takes place after you cease to be a tenant in that premises; or
 - (ii) The "bodily injury", "property damage", "personal injury" or "advertising injury" arises out of structural alterations, new construction or demolition operations performed by or on behalf of the manager or lessor.
- (4) Repackaging, unless unpacked solely for the purpose of inspection, demonstration, testing, or the substitution of parts under instruction from the manufacturer, and then repackaged in the original container;
- (5) Any failure to make such inspection, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business in connection with the sale of the product;
- (6) Demonstration, installation, servicing or repair operations, except such operations performed at the vendor's premises in connection with the sale of the product;
- (7) Products which, after distribution or sale by you, have been labeled or relabeled or used as a container, part or ingredient of any thing or substance by or for the vendor.

c. This insurance does not apply to any insured person or organization, from whom you have acquired such products, or any ingredient, part or container, entering into, accompanying or containing such products.

2. Additional Insured - Broad Form Vendors

Under **Section II - Who Is An Insured**, Paragraph 5. is added as follows:

- 5. a. Any person or organization with whom you agreed, because of a written contract or written agreement to provide insurance, but only with respect to "bodily injury" or "property damage" arising out of "your products" which are distributed or sold in the regular course of the vendor's business, subject to the following additional exclusions:
- b. The insurance afforded the vendor does not apply to:
 - (1) "Bodily injury" or "property damage" for which the vendor is obligated to pay damages by reasons of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages that the insured would have in the absence of the contract or agreement;
 - (2) Any express warranty unauthorized by you;
 - (3) Any physical or chemical change in the product made intentionally by the vendor;

3. Aggregate Limit Per Location

- (1) Under **Section III - Limits of Insurance** the General Aggregate Limit applies separately to each of your "locations" owned by or rented to you.
- (2) Under **Section V - Definitions**, definition 23. is added as follows:
 - 23. "Location" means premises involving the same or connecting lots, or premises whose connection is interrupted only by a street, roadway, waterway or right-of-way of a railroad.

4. Alienated Premises

Under **Section I - Coverage A**, paragraph 2. **Exclusions**, j. (2) is replaced in its entirety with the following:

- (2) Premises you sell, give away or abandon, if the "property damage" arises out of any part of those premises and occurred from hazards that were known by you, or should have reasonably been known by you, at the time the property was transferred or abandoned.

5. Bodily Injury Redefined

Under **Section V - Definitions**, definition 3. "bodily injury" is replaced in its entirety with the following:

Page 2 of 6

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.
Other Insurance – Primary and Non-Contributory
(Additional Insured)

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

The following is added to **Section IV – Commercial General Liability Conditions**

4. Other Insurance

a. Additional Insureds

If you agree in a written contract, written agreement or permit that the insurance provided to any person or organization included as an Additional Insured under **Section II – Who is An Insured**, is primary and non-contributory, the following applies:

If other valid and collectible insurance is available to the Additional Insured for a loss we cover under Coverages **A** or **B** of this Coverage Part, our obligations are limited as follows:

1. Primary Insurance

This insurance is primary to other insurance that is available to the Additional Insured which covers the Additional Insured as a Named Insured. We will not seek contribution from any other insurance available to the Additional Insured except:

- i. For the sole negligence of the Additional Insured;
- ii. when the Additional Insured is an Additional Insured under another primary liability policy; or
- iii. when 2. below applies.

If this insurance is primary, our obligations are not affected unless any of the other insurance is also primary. Then, we will share with all that other insurance by the method described in 3. below.

2. Excess Insurance

This insurance is excess over:

- (1) Any of the other insurance, whether primary, excess, contingent or on any other basis:

(a) That is Fire, Extended Coverage, Builder's Risk, Installation Risk or similar coverage for "your work";

(b) That is Fire insurance for premises rented to the Additional Insured or temporarily occupied by the Additional Insured with permission of the owner;

(c) That is insurance purchased by the Additional Insured to cover the Additional Insured's liability as a tenant for "property damage" to premises rented to the Additional Insured or temporarily occupied by the Additional Insured with permission of the owner; or

(d) If the loss arises out of the maintenance or use of aircraft, "autos" or watercraft to the extent not subject to Exclusion **g.** of Section **I – Coverage A – Bodily Injury And Property Damage Liability.**

When this insurance is excess, we will have no duty under Coverages **A** or **B** to defend the insured against any "suit" if any other insurer has a duty to defend the insured against that "suit". If no other insurer defends, we will undertake to do so, but we will be entitled to the insured's rights against all those other insurers.

When this insurance is excess over other insurance, we will pay only our share of the amount of the loss, if any, that exceeds the sum of:

- (1) The total amount that all such other insurance would pay for the loss in the absence of this insurance; and
- (2) The total of all deductible and self-insured amounts under all that other insurance.

We will share the remaining loss, if any, with any other insurance that is not described in this Excess Insurance provision and was not bought specifically to apply in excess of the Limits of Insurance shown in the Declarations of this Coverage Part.

3. Method Of Sharing

If all of the other insurance permits contribution by equal shares, we will follow this method also. Under this approach each insurer contributes equal amounts until it has paid its applicable limit of insurance or none of the loss remains, whichever comes first.

If any of the other insurance does not permit contribution by equal shares, we will contribute by limits. Under this method, each insurer's share is based on the ratio of its applicable limit of insurance to the total applicable limits of insurance of all insurers.

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

SCHEDULE

Name Of Person Or Organization: BLANKET
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

The following is added to Paragraph 8. **Transfer Of Rights Of Recovery Against Others To Us** of Section IV – Conditions:

We waive any right of recovery we may have against the person or organization shown in the Schedule above because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under a contract with that person or organization and included in the "products-completed operations hazard". This waiver applies only to the person or organization shown in the Schedule above.

14. AUTO LOAN PHYSICAL DAMAGE EXTENSION

The following is added to **SECTION III - PHYSICAL DAMAGE COVERAGE, C. Limit Of Insurance** provision:

When a "loss" results in a total loss to a covered auto you own for which a Loss Payee is designated in this policy, the most we will pay for "loss" in any one "accident" is the greater of:

1. The actual cash value of the damaged or stolen property as of the time of the "loss"; or
2. The outstanding balance of the initial loan, less any amounts for taxes, overdue payments, overdue payment charges, penalties, interest, any charges for early termination of the loan, costs for Credit Life Insurance, Health, Accident or Disability Insurance purchased with the loan, and carry-over balances from previous loans.

15. AUTO LEASE PHYSICAL DAMAGE EXTENSION

The following is added to **SECTION III - PHYSICAL DAMAGE COVERAGE, C. Limit Of Insurance** provision:

If, because of damage, destruction or theft of a covered "auto", which is a long-term leased "auto", the lease agreement between you and the lessor is terminated, "we" will pay the difference between the amount paid under paragraph **C. LIMIT OF INSURANCE 1. or 2.** and the amount due at the time of "loss" under the terms of the lease agreement applicable to the leased "auto" which you are required to pay: less any fees to dispose of the auto; any overdue payments; financial penalties

imposed under a lease for excessive use, abnormal wear and tear or high mileage; security deposits not refunded by the lessor; cost for extended warranties, Credit Life Insurance, Health, Accident or Disability Insurance purchased with the loan; and carry over balances from previous leases.

This coverage applies only to the initial lease for the covered "auto" which has not previously been leased. This coverage is excess over all other collectible insurance.

SECTION IV - CONDITIONS

16. DUTIES IN THE EVENT OF ACCIDENT, CLAIM, SUIT OR LOSS

The following is added to **SECTION IV - BUSINESS AUTO CONDITIONS, A. Loss Conditions, 2. Duties In The Event Of Accident, Claim, Suit Or Loss:**

- d. Knowledge of any "accident", claim, "suit" or "loss" will be deemed knowledge by you when notice of such "accident", claim, "suit" or "loss" has been received by:
 - (1) You, if you are an individual;
 - (2) Any partner or insurance manager if you are a partnership; or
 - (3) An executive officer or insurance manager if you are a corporation.

17. BLANKET WAIVER OF SUBROGATION

Paragraph 5. **Transfer Of Rights Of Recovery Against Others To Us, SECTION IV - BUSINESS AUTO CONDITIONS, A. Loss Conditions** is replaced by the following:

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**5. Transfer Of Rights Of Recovery
Against Others To Us**

If any person or organization to or for whom we make payment under this Coverage Form has rights to recover damages from another, which have not been waived through the execution of an "insured contract", written agreement, or permit, prior to the "accident" or "loss" giving rise to the payment, those rights to recover damages from another are transferred to us. That person or organization must do everything necessary to secure our rights and must do nothing after the "accident" or "loss" to impair them.

**18. UNINTENTIONAL FAILURE TO
DISCLOSE INFORMATION**

The following is added to **SECTION IV BUSINESS AUTO CONDITIONS. B. General Conditions, paragraph 2. Concealment, Misrepresentation Or Fraud:**

Your unintentional error in disclosing, or failure to disclose, any material fact existing after the effective date of this Coverage Form shall not prejudice your rights under this Coverage Form. However, this provision does not affect our right to collect additional premium or exercise our right of cancellation or nonrenewal.

**19. HIRED AUTO - WORLDWIDE
COVERAGE**

The following is added to **SECTION IV - Business Auto Conditions, B. General Conditions, paragraph 7. Policy Period, Coverage Territory** provision:

- e. Outside the coverage territory described in a., b., c., and d. above for an "accident" or "loss" resulting from the use of a covered "auto" you hire, without a driver, or your employee hires without a driver, at your direction, for the purpose of conducting your business, for a period of 30 days or less, provided the suit is brought within The United States of America or its territories or possessions.

SECTION V - DEFINITIONS

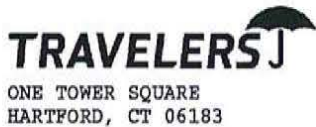
20. MENTAL ANGUISH

Paragraph **C. "Bodily injury", SECTION V - DEFINITIONS** is replaced by the following:

- C. "Bodily injury" means bodily injury, sickness or disease sustained by a person including death or mental anguish resulting from any of these.

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461-0155 (9-97)



WORKERS COMPENSATION AND EMPLOYERS LIABILITY POLICY

ENDORSEMENT WC 99 03 76 (A) – 001

POLICY NUMBER: (PJUB-8464L16-2-'12)

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT – CALIFORNIA (BLANKET WAIVER)

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule.

The additional premium for this endorsement shall be 2 . % of the California workers' compensation premium.

Schedule

Person or Organization

Job Description

ANY PERSON OR ORGANIZATION FOR WHICH THE INSURED HAS AGREED BY WRITTEN CONTRACT EXECUTED PRIOR TO LOSS TO FURNISH THIS WAIVER.

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective Insured

Policy No.

Endorsement No. Premium

Insurance Company

Countersigned by _____

YEAR

Withholding Exemption Certificate

CALIFORNIA FORM

2012

(This form can only be used to certify exemption from nonresident withholding under California Revenue and Taxation Code (R&TC) Section 18662. Do not use this form for exemption from wage withholding.)

590**File this form with your withholding agent. (Please type or print)**

Withholding agent's name

Payee's name Vali Cooper & Associates, Inc.		Payee's <input type="checkbox"/> SOS file no.	<input type="checkbox"/> SSN or ITIN CA corp. no.	<input checked="" type="checkbox"/> FEIN
Address (number and street, PO Box, or PMB no.) 2000 Powell St., Suite 550		6 8 - 0 2 8 4 8 7 3		
City Emeryville		State C A	ZIP Code 9 4 6 0 8	

Read the following carefully and check the box that applies to the payee.

I certify that for the reasons checked below, the payee named on this form is exempt from the California income tax withholding requirement on payment(s) made to the entity or individual.

 Individuals — Certification of Residency:

I am a resident of California and I reside at the address shown above. If I become a nonresident at any time, I will promptly notify the withholding agent. See instructions for General Information D, Who is a Resident, for the definition of a resident.

 Corporations:

The above-named corporation has a permanent place of business in California at the address shown above or is qualified through the California Secretary of State (SOS) to do business in California. The corporation will file a California tax return and withhold on payments of California source income to nonresidents when required. If this corporation ceases to have a permanent place of business in California or ceases to do any of the above, I will promptly notify the withholding agent. See instructions for General Information F, What is a Permanent Place of Business, for the definition of permanent place of business.

 Partnerships or limited liability companies (LLC):

The above-named partnership or LLC has a permanent place of business in California at the address shown above or is registered with the California SOS, and is subject to the laws of California. The partnership or LLC will file a California tax return and will withhold on foreign and domestic nonresident partners or members when required. If the partnership or LLC ceases to do any of the above, I will promptly inform the withholding agent. For withholding purposes, a limited liability partnership (LLP) is treated like any other partnership.

 Tax-Exempt Entities:

The above-named entity is exempt from tax under California Revenue and Taxation Code (R&TC) Section 23701 _____ (insert letter) or Internal Revenue Code Section 501(c) _____ (insert number). The tax-exempt entity will withhold on payments of California source income to nonresidents when required. If this entity ceases to be exempt from tax, I will promptly notify the withholding agent. Individuals cannot be tax-exempt entities.

 Insurance Companies, Individual Retirement Arrangements (IRAs), or Qualified Pension/Profit Sharing Plans:

The above-named entity is an insurance company, IRA, or a federally qualified pension or profit-sharing plan.

 California Trusts:

At least one trustee and one noncontingent beneficiary of the above-named trust is a California resident. The trust will file a California fiduciary tax return and will withhold on foreign and domestic nonresident beneficiaries when required. If the trustee becomes a nonresident at any time, I will promptly notify the withholding agent.

 Estates — Certification of Residency of Deceased Person:

I am the executor of the above-named person's estate. The decedent was a California resident at the time of death. The estate will file a California fiduciary tax return and will withhold on foreign and domestic nonresident beneficiaries when required.

 Nonmilitary Spouse of a Military Servicemember:

I am a nonmilitary spouse of a military servicemember and I meet the Military Spouse Residency Relief Act (MSRRA) requirements. See instructions for General Information E, MSRRA.

CERTIFICATE: Please complete and sign below.

Under penalties of perjury, I hereby certify that the information provided in this document is, to the best of my knowledge, true and correct. If conditions change, I will promptly notify the withholding agent.

Payee's name and title (type or print) Marian Ross, CFO Daytime telephone no. 510-446-8301 x 517Payee's signature ►  Date 8/28/2013



County of El Dorado

OFFICE OF AUDITOR-CONTROLLER

360 FAIR LANE
PLACERVILLE, CALIFORNIA 95667
Phone: (530) 621-5487 FAX: (530) 295-2535

JOE HARN, CPA
Auditor-Controller

BOB TOSCANO
Assistant Auditor-Controller

PAYEE DATA RECORD

(Required in lieu of IRS W-9 when receiving payment from the County of El Dorado)

Version: June 2011

1	INSTRUCTIONS: Complete all information on this form. Sign, date, and return to the address shown at the bottom of this page. Prompt return of this fully completed form will prevent delays in processing payments. Information provided in this form will be used by the County of El Dorado to prepare Information Returns (1099), for withholding on payments to nonresident payees, and for reporting to the Employment Development Department (EDD). See reverse side for more information and Privacy Statement.		
2	PAYEE'S LEGAL BUSINESS NAME (Type or Print) Vali Cooper & Associates, Inc.		
	INDIVIDUALS AND SOLE PROPRIETORS - ENTER NAME AS SHOWN ON SSN (Last, First, M.I.)		PHONE NUMBER: 510-446-8301
	MAILING ADDRESS 2000 Powell St., Suite 550		BUSINESS ADDRESS 2000 Powell St., Suite 550
	CITY, STATE, ZIP CODE Emeryville, CA		CITY, STATE, ZIP CODE Emeryville, CA 94608
3	ENTER FEDERAL EMPLOYER IDENTIFICATION NUMBER (FEIN): 94608 6810284873		NOTE: Individuals and sole proprietors are required to provide their SSN (FEIN may be provided in addition to but not in lieu of the SSN)
PAYEE ENTITY TYPE	<input type="checkbox"/> PARTNERSHIP <input type="checkbox"/> CORPORATION: <input type="checkbox"/> ESTATE OR TRUST <input type="checkbox"/> MEDICAL (e.g., dentistry, psychotherapy, chiropractic, etc.) <input type="checkbox"/> LIMITED LIABILITY COMPANY <input type="checkbox"/> LEGAL (e.g., attorney services) <input type="checkbox"/> EXEMPT (nonprofit) <input checked="" type="checkbox"/> ALL OTHER		
CHECK ONE BOX ONLY	<input type="checkbox"/> INDIVIDUAL OR SOLE PROPRIETOR ENTER SOCIAL SECURITY NUMBER: _____ <small>(SSN required by authority of California Revenue and Tax Code Section 18646)</small>		
	Applicable <u>only</u> if the business address provided in Part 2 is <u>not</u> a physical California address NOTE: If you are a California nonresident providing services to County of El Dorado in California, seven percent (7%) of the payment will be withheld and remitted to the California Franchise Tax Board (FTB) unless you are exempt or have obtained a waiver from FTB. Mark if any of the following apply: <input type="checkbox"/> Exempt from withholding of California income (attach California Form 590) <input type="checkbox"/> Obtained Franchise Tax Board waiver of State withholding (attach a copy) If you are a California nonresident and charge California sales tax, a valid California sales tax permit number is required: _____		
	<input type="checkbox"/>		
5	I hereby certify under penalty of perjury that the information provided on this document is true and correct. Should my residency status change, I will promptly notify the County of El Dorado at the address listed below.		
	AUTHORIZED PAYEE REPRESENTATIVE'S NAME (Type or Print) Marian Ross		TITLE CFO
	SIGNATURE 	DATE 8/28/2013	TELEPHONE 510-446-8301
6	Please return completed form to: Department/Office: County of El Dorado Department of Transportation Mailing Address: 2850 Fairlane Court City/State/Zip: Placerville, CA 95667 Telephone: 530-621-5974 Fax: 530-626-0387		

COOPERATIVE AGREEMENT

THIS AGREEMENT, entered into effective on JUNE 6, 2012, is between the State of California, acting by and through its Department of Transportation, herein referred to as "STATE", and the

County of El Dorado, a political subdivision of the State of California, referred to as "COUNTY".

RECITALS

1. STATE and COUNTY, together referred to herein as "PARTIES", pursuant to Streets and Highways Code sections 114 and 130, are authorized to enter into a Cooperative Agreement for improvements to the State Highway System (SHS) in the County of El Dorado.
2. PARTIES contemplate the construction of an interchange on United States (US) 50 at Silva Valley Parkway, referred to herein as "PROJECT".
3. COUNTY will perform all PROJECT Plans Specifications and Estimates (PS&E), Right of Way (R/W), and Construction all hereinafter referred to as "WORK". STATE will fund amount of \$1,000,000 toward Construction capital costs and will provide Independent Quality Assurance (IQA) for PROJECT, at no cost to COUNTY.
4. The terms of this Agreement shall supersede any inconsistent terms of any prior Memorandum of Understanding (MOU) or agreement relating to WORK.
5. COUNTY is the California Environmental Quality Act (CEQA) lead agency.
6. STATE is the CEQA responsible agency.
7. COUNTY signed and approved the Supplemental Environmental Impact Report on June 28, 2011 pursuant to CEQA. Project Approval and Environmental Document (PA&ED) was completed January 23, 2012 upon approval of the Supplemental Project Report.
8. PARTIES now define herein below the terms and conditions under which PROJECT WORK will be accomplished.

SECTION I

COUNTY AGREES:

1. To perform all PROJECT WORK and fund one hundred percent (100%) of said costs beyond STATE's contribution \$1,000,000 contribution of Proposition 1B state-local partnership program funds, as shown on Exhibit A, attached to and made a part of this Agreement. PROJECT's IQA efforts which will be performed and funded by STATE.
2. To submit an invoice to STATE in the amount of \$300,000 thirty (30) days prior to COUNTY's bid advertising date for PROJECT construction contract.
3. To thereafter on a quarterly basis in arrears, submit invoices to STATE representing STATE's actual share of PROJECT construction capital costs, as detailed on Exhibit A. In no event shall invoices sent to STATE for such costs exceed the amount of \$1,000,000.
4. WORK performed by COUNTY, or performed on COUNTY's behalf, shall be performed in accordance with all State and Federal laws, regulations, policies, procedures, and standards that STATE would normally follow as shown in Attachment 1, attached to and made a part of this Agreement. WORK shall be submitted to STATE for STATE's review, comment, concurrence, and/or acceptance at appropriate stages of development.
5. WORK, except as set forth in this Agreement, is to be performed by COUNTY. Should COUNTY request STATE to perform any portion of WORK, except as otherwise set forth in this Agreement, COUNTY shall first agree to reimburse STATE for such work pursuant to an amendment to this Agreement.
6. To have a detailed PS&E prepared, at no cost to STATE, and to submit each to STATE for STATE's review, concurrence, and/or approval at appropriate stages of development. The final PS&E for PROJECT shall be signed on behalf of COUNTY by a Civil Engineer registered in the State of California. COUNTY agrees to provide landscape plans prepared and signed by a licensed California Landscape Architect.
7. To have all necessary R/W maps and documents used to acquire R/W by COUNTY prepared by or under the direction of a person authorized to practice land surveying in the State of California. Each R/W map and document shall bear the appropriate professional seal, certificate number, expiration date of registration certification and signature of the licensed person in Responsible Charge of Work.
8. To permit STATE to monitor, participate, and oversee selection of personnel who will prepare the PS&E, provide R/W engineering services, provide R/W acquisition services, and provide construction engineering services for PROJECT. COUNTY

agrees to consider any request by STATE to avoid a contract award or to discontinue services of any personnel considered by STATE to be unqualified on the basis of credentials, professional expertise, failure to perform, and/or other pertinent criteria.

9. To submit to STATE for review, comment, concurrence, and/or approval all R/W Engineering Land-Net Maps and R/W Appraisal Maps, Records of Survey, and R/W Record Maps all prepared in accordance with STATE's R/W Manual, Chapter 6, R/W Engineering, STATE's Plans Preparation Manual, STATE's Surveys Manual, applicable State laws, and other pertinent reference materials and examples as provided by STATE.
10. Personnel who prepare environmental documentation, including investigative studies and technical environmental reports shall be made available to STATE, at no cost to STATE, through completion of PROJECT construction to discuss problems which may arise during PS&E, R/W, and Construction phases of PROJECT, and/or to supplement environmental documentation.
11. To make written application to STATE for necessary encroachment permits authorizing entry of COUNTY onto SHS R/W to perform required WORK as more specifically defined elsewhere in this Agreement. COUNTY shall also require COUNTY's consultants and contractors to make written application to STATE for the same necessary encroachment permits.
12. To identify and locate all utility facilities within the area of PROJECT as part of the design responsibility for PROJECT. All utility facilities not relocated or removed in advance of construction shall be identified on the PS&E for PROJECT.
13. All phases of PROJECT involving State highway facilities, whether handled by COUNTY or STATE, shall be developed in accordance with all policies, procedures, practices, standards, specifications and regulations that apply to STATE.
14. Personnel who prepare R/W maps, documents, and related materials shall be made available to STATE, at no cost to STATE, during and after construction of PROJECT until completion and acceptance by STATE of R/W Record Maps, Records of Survey, and title to any property intended to be transferred to STATE.
15. COUNTY shall include a "conflict of interest" requirement in the PROJECT design consultant contract(s) that prohibits the design consultant from being employed or under contract to the future PROJECT construction contractor.
16. To furnish evidence to STATE, in a form acceptable to STATE, that arrangements have been made for the protection, relocation, or removal of all conflicting facilities

within SHS R/W and that such work will be completed prior to award of the contract to construct PROJECT or as covered in the PS&E for said contract. This evidence shall include a reference to all required SHS encroachment permits.

17. To acquire and furnish all R/W, if any, outside of existing SHS R/W and to perform all R/W activities, including all eminent domain activities, if necessary, at no cost to STATE, and in accordance with procedures acceptable to STATE. These activities shall comply with all applicable State and Federal laws and regulations, subject to STATE's IQA to ensure that completed work and title to property acquired for PROJECT is acceptable for incorporation into the SHS R/W.
18. The California Transportation Commission will hear and may adopt Resolutions of Necessity. However, the authorization to hear and adopt Resolutions of Necessity may be delegated to COUNTY if such delegation is approved in writing by STATE.
19. To utilize the services of a qualified public agency or a qualified consultant, as determined by STATE's District Division Chief of R/W, in all matters related to acquisition of R/W in accordance with STATE's procedures as published in STATE's current R/W Manual. Whenever personnel other than personnel of a qualified public agency, or a qualified consultant, are utilized, administration of the personnel contract shall be performed by a qualified R/W person employed or retained by COUNTY.
20. To certify legal and physical control of R/W ready for construction and that all R/W parcels were acquired in accordance with applicable State and Federal laws and regulations, subject to review, comment, concurrence, and/or approval by STATE prior to the advertisement for bids for the contract to construct PROJECT.
21. To deliver to STATE legal title to R/W, including access rights, free and clear of all encumbrances detrimental to STATE's present and future uses not later than the date of acceptance by STATE of maintenance and operation of the SHS facility. Acceptance of said title by STATE is subject to a review of a Policy of Title Insurance in the name of the State of California to be provided and paid for by COUNTY.
22. To be responsible for, and to the STATE's satisfaction, the investigation of potential hazardous material (HM) sites within and outside existing SHS R/W that could impact PROJECT. If COUNTY discovers HM or contamination within the PROJECT study area during said investigation, COUNTY shall immediately notify STATE.
23. To advertise, award, and administer the construction contract for PROJECT in accordance with requirements of the Uniform Public Construction Cost Accounting Act and the California Labor Code, including its prevailing wage provisions. Workers employed in the performance of work contracted for by COUNTY, and/or performed

under encroachment permit, are covered by provisions of the California Labor Code in the same manner as are workers employed by STATE's contractors. The use of any Federal funds towards WORK will mandate the inclusion and enforcement of all applicable Federal labor mandates.

24. Construction by COUNTY of those portions of PROJECT which lie within the SHS R/W shall not commence until COUNTY's contract plans involving such work, the utility relocation plans, and the R/W certification have been reviewed and accepted by STATE and encroachment permits have been issued to COUNTY and COUNTY's contractor.
25. COUNTY's construction contractor shall maintain in force, until completion and acceptance of the PROJECT construction contract, a policy of General Liability Insurance, including coverage of Bodily Injury Liability and Property Damage Liability, that complies with all coverage requirements with Section 7-1.12 of STATE's then effective Standard Specifications. Such policy shall contain an additional insured endorsement naming STATE and its officers, agents, and employees as additional insurers. This insurance coverage shall be evidenced by a Certificate of Insurance in a form satisfactory to STATE which shall be delivered to STATE before the issuance of an encroachment permit to COUNTY's construction contractor.
26. To require the construction contractor to furnish both a payment and a performance bond, naming COUNTY as obligee with both bonds complying with the requirements set forth in Section 3-1.05 of STATE's current Standard Specifications prior to performing any WORK. COUNTY shall defend, indemnify, and hold harmless STATE and its officers, agents, and employees from all claims and suits by stop notice claimants related to the construction of PROJECT.
27. To have PROJECT constructed by contract to the satisfaction of and subject to STATE's acceptance in accordance with the STATE accepted PROJECT PS&E.
28. Contract administration procedures shall conform to STATE's Construction Manual Supplement for Local Agency Resident Engineer and Local Agency Structure Representative Guidelines, and the WORK encroachment permits.
29. To submit a written request for any state-furnished material (SFM) identified in the PROJECT PS&E a minimum of forty-five (45) days in advance of the need for such materials. To then pay STATE, within twenty-five (25) days of receipt of STATE's billing, the actual cost invoiced for the requested SFM. COUNTY may take delivery of the SFM after STATE's receipt of COUNTY's payment and at the location directed by STATE.

30. STATE shall perform source inspection as outlined in STATE's Construction Manual, Construction Manual Supplement for Local Agency Resident Engineer, and Local Agency Structure Representative Guideline. COUNTY shall reimburse STATE for all direct and indirect costs incurred for any source inspection performed by STATE.
31. To deposit with STATE in the amount of \$50,000 within twenty-five (25) days of receipt of STATE's billing, which amount represents the estimated cost of source inspection.
32. To pay STATE upon completion of all work on PROJECT and within twenty-five (25) days of receipt of a detailed statement made upon final accounting of costs therefore, any amount, over and above the aforesaid deposits for SFM and source inspection, required to complete COUNTY's financial obligations assumed pursuant to this Agreement.
33. Construction within the existing or ultimate SHS right of way shall comply with STATE's Standard Specifications, the PROJECT Special Provisions, and STATE's Construction Manual Supplement for Local Agency Resident Engineer and Local Agency Structure Representative Guidelines.
34. All survey work shall conform to the methods, procedures, and requirements of STATE's Surveys Manual and STATE's Staking Information Booklet.
35. PROJECT material testing and Quality Control/Assurance shall conform to STATE's Construction Manual, Construction Manual Supplement for Local Agency Resident Engineer, Local Agency Structure Representative Guideline and STATE's California Test Methods, and shall be performed by a material-tester certified by STATE, at COUNTY's expense.
36. All WORK, except as set forth in this Agreement, is to be performed by COUNTY. Should COUNTY request that STATE perform any portion of PROJECT work not set forth in this Agreement, COUNTY shall first agree to reimburse STATE for such work pursuant to an amendment to this Agreement or a separate executed agreement.
37. To furnish, at COUNTY's expense and subject to the approval of STATE, a field site representative who is a licensed civil engineer in the State of California to perform the functions of a Resident Engineer. The Resident Engineer shall not be an employee or subcontractor of the entity, if any, that prepared the PROJECT PS&E or an employee of the construction contractor.

38. To furnish, at COUNTY's expense and subject to the approval of STATE, a field site representative who is a licensed civil engineer in the State of California to perform the functions of a Structure Representative. The Structure Representative shall not be an employee or subcontractor of the entity, if any, that prepared the PROJECT PS&E or an employee of the construction contractor.
39. As a WORK cost, to furnish sufficient qualified support staff, subject to the approval of STATE, to assist the Resident Engineer in, but not limited to, structure representative, construction surveys, soils and foundation tests, measurement and computation of quantities, testing of construction materials, checking shop drawings, preparation of estimates and reports, preparation of the mandated "As-Built" drawings, and other inspection and staff services necessary to assure that the construction is being performed in accordance with the PROJECT PS&E. Said qualified support staff shall be independent of the design engineering company and construction contractor.
40. Within one hundred eighty (180) days following the completion and acceptance of the PROJECT construction contract, to furnish STATE with a complete set of "As-Built" plans in accordance with STATE's then current CADD Users Manual, Plans Preparation Manual, and STATE's practice. The submittal must also include all STATE requested contract records, including survey documents and Records of Surveys (to include monument perpetuation per the Land Surveyor Act, section 8771). COUNTY shall also submit corrected full-sized hardcopy structure plans.
41. To retain or cause to be retained for audit by STATE or other government auditors for a period of three (3) years from the date of final payment under the PROJECT contract, all records and accounts relating to PROJECT construction. COUNTY shall retain said records and accounts longer for such periods as are required in writing by STATE.
42. If COUNTY cannot complete PROJECT as originally scoped, scheduled, and estimated, COUNTY will, only with STATE'S prior written consent, amend PROJECT PS&E for a suitable resolution to ensure an alternate form of modified PROJECT that will, at all times, provide a safe and operable SHS R/W.
43. If unanticipated cultural, archaeological, paleontological or other protected materials are encountered during PROJECT construction, COUNTY shall stop work in that area until a qualified professional can evaluate the nature and significance of the find and a plan is approved for the removal or protection of that material. COUNTY will notify STATE within twenty-four (24) hours of any discovery. The costs for any removal or protection of that material shall be covered as a PROJECT cost contemplated by this Agreement.

44. To provide a Construction Zone Enhancement Enforcement Program (COZEEP) by contracting directly with the California Highway Patrol (CHP) for all traffic restrictions as outlined in STATE's Construction Manual.
45. Upon completion of PROJECT work incidental thereto, to furnish STATE with a detailed statement of PROJECT construction capital costs to be borne by STATE.

SECTION II

STATE AGREES:

1. At no cost to COUNTY, to provide IQA of all COUNTY's WORK necessary for completion of the PS&E for PROJECT done by COUNTY, including, but not limited to, investigation of potential hazardous material sites and all right of way activities undertaken by COUNTY or its designee, and provide prompt reviews, comments, concurrence, and/or approvals of submittals by COUNTY, while cooperating in timely processing of documents necessary for completion of the PS&E for PROJECT.
2. To deposit with COUNTY within thirty (30) days of receipt of invoice (which invoice will be forwarded to STATE thirty (30) days prior to COUNTY's bid advertising date for construction contract) in the amount of \$300,000 using Proposition 1B state-local partnership program funds.
3. To thereafter deposit with COUNTY, within thirty (30) days after receipt of each quarterly invoice, representing STATE's share of PROJECT construction capital costs. In no event shall STATE's total financial obligation for PROJECT under this Agreement exceed \$1,000,000, unless at its sole discretion, STATE increases this amount by amendment to this Agreement.
4. Upon proper application by COUNTY and by COUNTY's contractor, to issue, at no cost to COUNTY and COUNTY's contractor, the necessary encroachment permits for required work within SHS R/W, as more specifically defined elsewhere in this Agreement.
5. To provide, at COUNTY's cost, any SFM as shown on the PROJECT PS&E as determined by STATE to be appropriate and available during construction of PROJECT. Upon receipt of COUNTY's request for any such SFM, STATE will order those materials and STATE's Project Manager will have an invoice submitted to COUNTY for the costs of those materials. Upon receipt of those materials and COUNTY's payment, STATE will make those SFM available to COUNTY at a STATE designated site.

6. Independent assurance testing, specialty testing, and approval of the type of asphalt and concrete plants shall be by STATE, at STATE's expense.
7. To submit an invoice to COUNTY for the estimated direct and indirect cost of source inspection in the amount of \$50,000 prior to start of PROJECT construction and upon receipt of said estimate from STATE's representative.
8. Upon completion of WORK and all work incidental thereto, to furnish COUNTY with a detailed statement of SFM and source inspection costs to be borne by COUNTY. To thereafter refund to COUNTY, promptly after completion of STATE's final accounting of said WORK costs, any amount of COUNTY's deposits, remaining after actual SFM and source inspection costs to be borne by COUNTY have been deducted or to bill COUNTY for any additional amount required to complete COUNTY's financial obligations assumed pursuant to this Agreement.

SECTION III

IT IS MUTUALLY AGREED:

1. All obligations of STATE under the terms of this Agreement are subject to the appropriation of resources by the Legislature, State Budget Act authority, and the allocation of funds by the California Transportation Commission (CTC).
2. If, prior to construction contract award, either or both PARTIES determine that there are insufficient funds to complete their financial obligations made pursuant to this Agreement, PARTIES will agree to either delay award until sufficient funds exist or to terminate this Agreement by written notice to the other party. In the case of Agreement termination, the receiving party will speedily refund any funds received by PARTIES from the other party.
3. The cost of any engineering support performed by STATE includes all direct and applicable indirect costs. STATE calculates indirect costs based solely on the type of funds used to pay support costs. State and federal funds are subject the current Program Functional Rate. Local funds are subject to the current Program Functional Rate and the current Administration Rate. The Program Functional Rate and the Administration Rate are adjusted periodically.
4. PARTIES to this Agreement understand and agree that STATE's IQA is to ensure COUNTY's activities result in WORK being developed in accordance with standards and procedure agreed to in this Agreement. IQA does not include any work necessary to actually develop or deliver WORK nor any validation by verifying nor rechecking

any work performed by COUNTY, and no liability will be assignable to STATE, its officers and employees by COUNTY under the terms of this Agreement or by third parties by reason of STATE's IQA activities. All work performed by STATE that is not direct IQA shall be chargeable against PROJECT funds as a service for which STATE will invoice its actual costs and COUNTY will pay or authorize STATE to reimburse itself from then available PROJECT funds pursuant to an amendment to this Agreement authorizing such services to be performed by STATE.

5. The design, R/W acquisition documentation, including investigative studies and technical environmental reports, for PROJECT shall be performed in accordance with all applicable Federal and STATE standards and practices current as of the date of performance. Any exceptions to applicable design standards shall first be considered by STATE for approval via the processes outlined in STATE's Highway Design Manual and appropriate memoranda and design bulletins published by STATE. In the event that STATE proposes and/or requires a change in design standards, implementation of new or revised design standards shall be done as part of the work on PROJECT in accordance with STATE's current Highway Design Manual Section 82.5, "Effective Date for Implementing Revisions to Design Standards." STATE shall consult with COUNTY in a timely manner regarding the effect of proposed and/or required changes on PROJECT.
6. If, during preparation of preliminary engineering, additional environmental documentation or, preparation of the PS&E, performance of R/W activities, or performance of PROJECT construction, new information is obtained which requires the preparation of additional environmental documentation to comply with CEQA this Agreement will be amended to include completion of those additional tasks by COUNTY.
7. STATE and COUNTY, as set forth in Exhibit B attached hereto and incorporated herein, will coordinate, obtain, implement, renew and amend the necessary regulatory agency permits, agreements, and/or approvals. The cost to coordinate, obtain, implement, renew and amend the necessary regulatory agency permits, agreements, and/or approvals is a WORK cost.
8. COUNTY will prepare the applications for any required regulatory agency permits, agreements and/or approvals for PROJECT, unless otherwise set forth in Exhibit B. COUNTY will submit all said applications to STATE for review, comment and approval. COUNTY will submit the final applications to the appropriate regulatory agencies, unless otherwise set forth in Exhibit B. The costs to prepare, review, comment, and submit the application to the appropriate regulatory agency is a WORK cost.

9. STATE and COUNTY will comply with all of the commitments and conditions set forth in the environmental documentation, permits, approvals, and applicable agreements as those commitments and conditions apply to each parties' responsibilities in this Agreement.
10. If there is a legal challenge to the environmental documentation, including investigative studies and/or technical environmental report(s), permits, agreements, and/or approval(s) for PROJECT, all legal costs associated with those said legal challenges shall be a WORK cost.
11. During WORK, representatives of COUNTY and STATE will cooperate and consult with each other to assure that all WORK is accomplished according to the PROJECT PS&E and STATE's then applicable policies, procedures, standards, and practices. Satisfaction of these requirements shall be verified by STATE's representatives who are authorized to enter COUNTY's property during construction for the purpose of monitoring and coordinating construction activities.
12. PROJECT PS&E changes shall only be implemented by contract change orders that have been reviewed and concurred with by STATE's representative(s). All changes affecting public safety or public convenience, all design and specification changes, and all major changes as defined in STATE's Construction Manual shall be approved by STATE in advance of performing that work. Unless otherwise directed by STATE's representative, change orders authorized as provided herein will not require an encroachment permit rider. All changes shall be shown on the "As-Built" plans.
13. COUNTY shall provide a construction contract claims process acceptable to STATE and shall process any and all claims through COUNTY's claims process. STATE's representative will be made available to COUNTY to provide advice and technical input in any claims process.
14. Construction contract claim(s) costs are WORK costs.
15. In the event that STATE proposes and/or requires a change in design standards, implementation of those new or revised design standards shall be done in accordance with STATE's Highway Design Manual, Section 82.5, "Effective Date for Implementing Revisions to Design Standards." STATE shall consult with COUNTY in a timely manner regarding the effect of proposed and/or required PROJECT changes.
16. The party that discovers HM will immediately notify the other party to this Agreement.

HM-1 is defined as hazardous material (including but not limited to hazardous waste) that requires removal and disposal pursuant to federal or state law, whether it is disturbed by PROJECT or not.

HM-2 is defined as hazardous material (including but not limited to hazardous waste) that may require removal and disposal pursuant to federal or state law, only if disturbed by PROJECT.

17. STATE, independent of PROJECT, is responsible for any HM-1 found within existing SHS R/W. STATE will undertake HM-1 management activities with minimum impact to PROJECT schedule and will pay all costs associated with HM-1 management activities.

STATE has no responsibility for management activities or costs associated with HM-1 found outside the existing SHS R/W. COUNTY, independent of PROJECT, is responsible for any HM-1 found within PROJECT limits outside existing SHS R/W. COUNTY will undertake, or cause to be undertaken, HM-1 management activities with minimum impact to PROJECT schedule, and COUNTY will pay, or cause to be paid, all costs associated with HM-1 management activities.

18. If HM-2 is found within the limits of PROJECT, the public agency responsible for advertisement, award, and administration (AAA) of the PROJECT construction contract will be responsible for HM-2 management activities. Any management activity cost associated with HM-2 is a PROJECT construction cost.
19. Management activities associated with either HM-1 or HM-2 include, without limitation, any necessary manifest requirements and designation of disposal facility.
20. STATE's acquisition or acceptance of title to any property on which any hazardous material is found will proceed in accordance with STATE's policy on such acquisition.
21. STATE, in exercising its authority under section 591 of the Vehicle Code, has included all of the requirements set forth in Divisions 11, 12, 13, 14, and 15 of the Vehicle Code as applicable to the WORK areas open to public traffic. COUNTY shall take all necessary precautions for safe operation of COUNTY's vehicles, the construction contractor's equipment and vehicles and/or vehicles of personnel retained by COUNTY to assure the protection of the traveling public and STATE employees from injury and damage from such vehicles or equipment.
22. Upon satisfactory completion of all WORK under this Agreement, as determined by STATE, actual ownership and title to materials, equipment, and appurtenances

installed within the operating SHS R/W for SHS operations will be vested in STATE, and materials, equipment, and appurtenances installed for non-SHS operations both inside and outside of the SHS R/W will automatically be deemed to be under the control of COUNTY or an appropriate third party as determined by COUNTY. No further agreement will be necessary to transfer ownership as hereinbefore stated.

23. Nothing within the provisions of this Agreement is intended to create duties or obligations to or rights in third parties not a party to this Agreement or to affect the legal liability of either party to the Agreement by imposing any standard of care with respect to the development, design, construction, operation, or maintenance of the SHS and public facilities different from the standard of care imposed by law.
24. Neither STATE nor any officer or employee thereof is responsible for any injury, damage or liability occurring by reason of anything done or omitted to be done by COUNTY and/or its agents under or in connection with any work, authority or jurisdiction conferred upon COUNTY under this Agreement. It is understood and agreed that COUNTY will fully defend, indemnify and save harmless STATE and all its officers and employees from all claims, suits or actions of every name, kind and description brought forth under, but not limited to, tortious, contractual, inverse condemnation or other theories or assertions of liability occurring by reason of anything done or omitted to be done by COUNTY and/or its agents under this Agreement.
25. Neither COUNTY nor any officer or employee thereof is responsible for any injury, damage or liability occurring by reason of anything done or omitted to be done by STATE and/or its agents, under or in connection with any work, authority or jurisdiction conferred upon STATE under this Agreement. It is understood and agreed that STATE will fully defend, indemnify and save harmless COUNTY and all its officers and employees from all claims, suits or actions of every name, kind and description brought forth under, but not limited to, tortious, contractual, inverse condemnation or other theories or assertions of liability occurring by reason of anything done or omitted to be done by STATE and/or its agents under this Agreement.
26. Prior to the commencement of any work pursuant to this Agreement, either STATE or COUNTY may terminate this Agreement by written notice to the other party.
27. No alteration or variation of the terms of this Agreement shall be valid unless made by a formal amendment executed by PARTIES hereto and no oral understanding or agreement not incorporated herein shall be binding on any of the parties hereto.

28. Agreement will terminate upon completion of WORK that all parties have met all scope, cost, and schedule commitments included in this Agreement and have signed a cooperative agreement closure statement, which is a document signed by parties that verifies the completion of WORK.

However, all indemnification, document, retention, audit, claims, environmental commitment, legal challenge, hazardous material, operation, maintenance and ownership articles will remain in effect until terminated or modified in writing by mutual agreement.

29. The COUNTY officer or employee responsible for administering this Agreement is Matthew D. Smeltzer, P.E., Deputy Director Engineering, Engineering Division, Department of Transportation, or successor.
30. If COUNTY terminates the WORK prior to completion, STATE shall require COUNTY, at COUNTY's expense, to return the SHS R/W to its original condition or to a safe and operable condition acceptable to STATE. If COUNTY fails to do so, STATE reserves the right to finish WORK or place PROJECT in a safe and operable condition and STATE will bill COUNTY for all actual expenses incurred and COUNTY agrees to pay said bill within thirty (30) days of receipt. Notwithstanding the above, should COUNTY establish at anytime during WORK that the revenues from traffic impact mitigation fees collected at building permit issuance to fund portions of its obligations under this Agreement are insufficient or appear to be insufficient to support COUNTY's financial commitments towards WORK, COUNTY can terminate WORK and must return SHS R/W to its original condition or to a safe and operable condition acceptable to STATE. COUNTY shall not be obligated to use COUNTY General Funds to return the SHS R/W to its original condition or to a safe and operable condition acceptable to STATE.


**STATE OF CALIFORNIA
DEPARTMENT OF TRANSPORTATION**

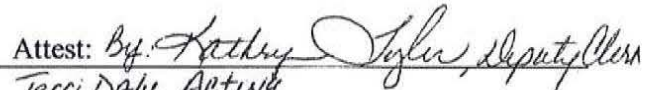

THOMAS L. BRANNON,
Deputy District Director
D3 Programming & Project Management

COUNTY OF EL DORADO


By: John R. Knight
Chair, Board of Supervisors

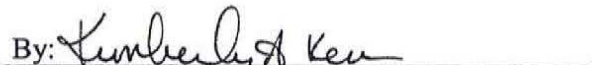
Approved as to form and procedure:


Attorney
Department of Transportation

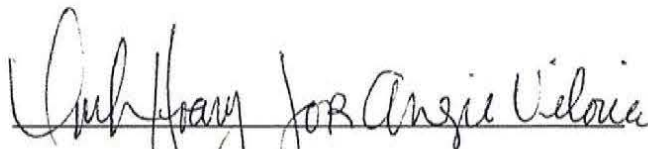
Attest: By: 
Terri Daly, Acting
Clerk of the Board of Supervisors

Certified as to funds:


District Project Control Officer

By: 
KIMBERLY A. KERR
Interim Director of Transportation

Certified as to financial terms and policies:


Accounting Administrator


By: 
MATT SMELTZER
Deputy Director, Engineering
Engineering Division
Department of Transportation

EXHIBIT A

COST ESTIMATE

DESCRIPTION	COUNTY'S SHARE (LOCAL FUNDS)	STATE'S SHARE (Proposition 1B state-local partnership program funds)
SUPPORT COSTS		
PS&E	\$1,800,000	\$0
R/W	\$315,000	\$0
CONSTRUCTION	\$5,026,000	\$0
SUPPORT SUBTOTALS	\$7,141,000	\$0
CAPITAL COSTS		
R/W	\$13,600,000	\$0
CONSTRUCTION	\$33,500,000	1,000,000
CAPITAL SUBTOTALS	\$47,100,000	1,000,000
 GRAND TOTAL	 \$54,241,000	 1,000,000*

Note: * Amount doesn't include the cost of IQA, provided by STATE at no cost to COUNTY.

EXHIBIT B

ENVIRONMENTAL PERMITS, APPROVALS, & AGREEMENTS								
REQUIRED APPROVALS, AGREEMENTS	PERMITS, &	N/A	COORDINATE	PREPARE APPLICATION	OBTAIN	IMPLEMENT	RENEW	AMEND
404 USACOE			COUNTY	COUNTY	COUNTY	COUNTY	COUNTY	COUNTY
401 RWQCB			COUNTY	COUNTY	COUNTY	COUNTY	COUNTY	COUNTY
NPDES SWRCB			COUNTY	COUNTY	COUNTY	COUNTY	COUNTY	COUNTY
State Waste Discharge Requirements (Porter Cologne) RWQCB		N/A						
FESA Section 7 USFWS			STATE		STATE		STATE	STATE
BO Section 7 USFWS			STATE		STATE		STATE	STATE
FESA Section 7 NOAA/NMFS			STATE		STATE		STATE	STATE
BO Section 7 NOAA/NMFS			STATE		STATE		STATE	STATE
FESA Section 10 USFWS								
EFH - NOAA/NMFS			STATE		STATE		STATE	STATE
Coastal Development Permit CCC		N/A						
Fed. Coastal Zone Mgt. Act – Consistency Determination CCC		N/A	STATE		STATE		STATE	STATE
BCDC Permit		N/A						
Fed. Coastal Zone Mgt. Act – Consistency Determination BCDC		N/A	STATE		STATE		STATE	STATE
1602 DFG			COUNTY	COUNTY	COUNTY	COUNTY	COUNTY	COUNTY
2080.1 DFG		N/A						
2080(B) DFG		N/A						
Air Quality Permits			COUNTY	COUNTY	COUNTY	COUNTY	COUNTY	COUNTY
Other (specify)								

ATTACHMENT 1

<u>WBS Code</u>	<u>WBS Description</u>	<u>RESPONSIBILITY</u>	
		STATE	COUNTY
3.185	PREPARE BASE MAPS AND PLAN SHEETS DURING PS&E DEVELOPMENT		X
3.205	PERMITS AND AGREEMENTS DURING PS&E COMPONENT		X
3.230	PREPARE DRAFT PS&E		X
3.240	DRAFT STRUCTURES PS&E		X
3.250	FINAL STRUCTURES PS&E PACKAGE		X
3.255	CIRCULATE REVIEW AND PREPARE FINAL DISTRICT PS&E PACKAGE		X
3.260	CONTRACT BID DOCUMENTS "READY TO LIST"		X
3.265	AWARDED AND APPROVED CONSTRUCTION CONTRACT		X
4.195	RIGHT OF WAY PROPERTY MANAGEMENT AND EXCESS LAND		X
4.200	UTILITY RELOCATION		X
4.220	RIGHT OF WAY ENGINEERING		X
4.225	OBTAIN RIGHT OF WAY INTERESTS FOR PROJECT RIGHT OF WAY CERTIFICATION		X
4.245	POST RIGHT OF WAY CERTIFICATION WORK		X
4.300	FINAL RIGHT OF WAY ENGINEERING		X
5.270	CONSTRUCTION ENGINEERING AND GENERAL CONTRACT ADMINISTRATION		X
5.275	CONSTRUCTION ENGINEERING AND GENERAL CONTRACT ADMINISTRATION OF STRUCTURES WORK		X
5.285	CONTRACT CHANGE ORDER ADMINISTRATION		X
5.290	RESOLVE CONTRACT CLAIMS		X
5.295	ACCEPT CONTRACT/ PREPARE FINAL CONSTRUCTION ESTIMATE AND FINAL REPORT		X

16. 08-1058 Department of Transportation recommending the Board authorize the Chair to sign the First Amendment to Implementation Agreement Regarding Processing of Pre-paid El Dorado Hills TIM Fees (West Valley, LLC) with West Valley, LLC amending Section 2 Effect of Agreement.
- FUNDING:** N/A
- This matter was Approved on the consent calendar.
17. 12-0414 Department of Transportation recommending the Board authorize the Chair to sign the First Amendment to Funding, Credit and Reimbursement Agreement Between West Valley, LLC and the County of El Dorado with West Valley, LLC amending Section 10 Traffic Impact Mitigation Fee Increases, Section 20 Insufficiency of Funds/No Acceleration and Section 25 Assignment.
- FUNDING:** N/A
- This matter was Approved on the consent calendar.
18. 12-0420 Department of Transportation recommending the Board authorize the Chair to sign Cooperative Agreement No. 03-0459 (12-53435) with the State of California Department of Transportation for the construction of the U.S. 50 Silva Valley Parkway Interchange Phase 1 Project, CIP No. 7.1328 pending County Counsel review and approval.
- FUNDING:** 2004 General Plan Silva Valley Interchange Set Aside Account/Developer Advance and Proposition 1B State-Local Partnership Program Funds.
- This matter was Approved on the consent calendar.
19. 12-0419 Department of Transportation recommending the Board authorize the Chair to sign Cooperative Agreement No. 03-0510 (12-53434) with the State of California Department of Transportation for the construction of the U.S. 50 El Dorado Hills Interchange - Phase 2B.1 (AKA HOV Phase 0) Project, CIP No. 53124 pending County Counsel review and approval.
- FUNDING:** State Corridor Mobility Investment Account Funds and Local Transportation Funds.
- This matter was Approved on the consent calendar.