

CALTROP Corporation

**Construction Engineering & Construction Support Services
for the
U.S. 50 HOV Lanes, Phase 1
El Dorado Hills Boulevard to Bass Lake Road Project**

AGREEMENT FOR SERVICES # AGMT 08-1772

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 CALTROP Corporation, a corporation duly qualified to conduct business in the State of California, whose principal place of business is 1037 West Ninth Street, Upland, California 91786 and whose local office address is 520 Capitol Mall, Suite 150, Sacramento, California 95814, (hereinafter referred to as "Consultant");

RECITALS

WHEREAS, County has determined that it is necessary to obtain a consultant to assist its Department of Transportation with construction engineering and construction support services for the U.S. 50 HOV Lanes, Phase 1 – El Dorado Hills Boulevard to Bass Lake Road Project; and

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; and

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

WHEREAS, County has determined that the provision of such services provided by Consultant are in the public's best interest, and authorized by El Dorado County Charter, Section 210(b)(6) and/or Government Code Section 31000;

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

ARTICLE I

Scope of Services:

- A. Consultant's services are to be provided specifically in support of the U.S. 50 HOV Lanes, Phase 1 – El Dorado Hills Boulevard to Bass Lake Road Project (hereinafter referred to as "Project").
- B. Consultant shall perform all professional and technical services, work, and tasks required to accomplish the objectives set forth herein, and shall provide and make available Consultant's own personnel, subconsultants, materials, equipment and

services necessary to provide construction engineering and construction support services, water pollution control services and other project delivery support services including, but not limited to, those tasks identified in Exhibit A, marked "Base Scope of Work," incorporated herein and made by reference a part hereof. Deliverables for the specific items of work to be provided under the Base Scope of Work shall be as specified therein, shall be prepared using the software described in Section D of this Article and shall be submitted in accordance with the timeframes specified in Exhibit A. Adjustments to the completion times specified in Exhibit A may only be made in accordance with the prior written approval of County's Contract Administrator.

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

Notwithstanding anything herein to the contrary, County may utilize its own personnel to perform all or portions of the items of work described in Exhibit A. If County chooses to utilize its own personnel to perform all or portions of the items of work, County's Contract Administrator will give Consultant at least two (2) weeks' notice via email that Consultant's personnel are to stop performing the specified items of work by a specific date. County's Contract Administrator will follow up the email notice by sending a letter to Consultant. County will only compensate Consultant for the actual authorized work performed and will not compensate Consultant for any unauthorized work performed after the date identified in the written notice to stop work nor for any anticipated profit.

If County subsequently requires Consultant to perform all or portions of the items of work then being performed by County, County's Contract Administrator will give Consultant two (2) weeks' notice via email for Consultant to provide personnel acceptable to County's Contract Administrator to perform the items of work. The notice will indicate a specific date on which Consultant shall resume work. County's Contract Administrator will follow up the email notice by sending a letter to Consultant. County will only compensate Consultant for the actual work performed and will not compensate Consultant for any unauthorized work performed prior to the date identified in the written notice.

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

Before proceeding with any work concerning Optional Tasks under this Agreement, the parties will identify the specific services to be provided for each assignment in

individual Task Orders to be issued in accordance with this Agreement. The specific services for each Optional Task assignment shall be determined at a meeting or telephone conference between Consultant and County's Contract Administrator, or designee, to discuss the needs, required deliverables, specific Consultant staff, and subconsultants on a task-by-task basis. Following the meeting, Consultant shall provide the Contract Administrator with a written scope of work for the Optional Task, a schedule including a list of tasks with completion dates and a target completion date for the overall scope of work, and a not-to-exceed cost 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. No payment will be made for any Optional Task work performed prior to approval and full execution of the Task Order, and no payment will be made for amounts in excess of the not-to-exceed amount of the Task Order.

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

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

- D. If a submittal is required to be an electronic file, Consultant shall produce the file using Microsoft Office 2003 applications (specifically, MS Word, MS Project and MS Excel). Signed reports shall be submitted in Adobe portable document format (PDF). Newer versions of software may be used and other engineering software used for analytical purposes may be authorized if approved by County's Contract Administrator. Consultant shall submit all deliverables to County's Contract Administrator in accordance with completion time schedules identified in Exhibit A hereto. Failure to submit the required deliverables in the format required shall be grounds for termination of the Agreement, as provided in Article XVIII, Default, Termination, and Cancellation herein.

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

ARTICLE II

Term: This Agreement shall become effective when fully executed by both parties hereto and shall expire upon the later of County's recordation of the Notice of Completion for the

U.S. 50 HOV Lanes, Phase 1 – El Dorado Hills Boulevard to Bass Lake Road Project or the resolution of all construction claims, if any, associated with that Project.

ARTICLE III

Compensation for Services: For services provided herein including all deliverables described in the Base Scope of Work or in any individual Task Orders issued for Optional Tasks in accordance with Article I, Scope of Services, and including the progress reports required in Article VI, Progress Reports below, County agrees to pay Consultant monthly in arrears. Payment shall be made within thirty (30) days following County receipt and approval of itemized invoices detailing services rendered.

For the purposes hereof, the billing rates shall be in accordance with Exhibit B, marked "Fee Schedule – Construction Support Services," incorporated herein and made by reference a part hereof. The hourly rates indicated in Exhibit B are effective through December 31, 2008 and may be adjusted annually beginning on January 1, 2009. On or before December 15th of each calendar year, Consultant may submit a new proposed fee schedule, which shall become effective for the next calendar year beginning January 1st and which shall require written approval and acceptance by County's Contract Administrator, prior to the new rates becoming effective. In no instance shall the hourly rates be increased more than four percent (4%) per year. Upon County's Contract Administrator's written approval and acceptance, the new fee schedules shall be attached as addenda to this Agreement.

Neither mileage nor travel costs (i.e., overnight lodging, meals, parking, airfare, bridge tolls, etc.) will be reimbursed for any services performed under this Agreement by Consultant or by any authorized subconsultants.

For the purposes of budgeting the items of work identified in Exhibit A, Base Scope of Work, the maximum allowable billing amounts for each item of work are described in Exhibit C, marked "Cost Proposal," incorporated herein and made by reference a part hereof. The amounts indicated in Exhibit C, represent the composition of the total not-to-exceed budget for the various items of work. In the performance of the scope of services to be provided under this Agreement, Consultant may request to reallocate the expenses listed in Exhibit C among Consultant's own personnel (not including subconsultants) and among the various tasks identified therein, subject to the Contract Administrator's written approval. In no event shall the "not-to-exceed" amount of the Base Scope of Work be exceeded, nor shall the amounts identified for subconsultants or optional tasks be exceeded, nor shall the total not-to-exceed amount of the Contract be exceeded.

The total amount for services to be provided under the Base Scope of Work in accordance with Exhibit A hereto shall not exceed \$2,429,659.29 inclusive of all work of subconsultants, costs and expenses.

The total amount payable by County for an individual Task Order issued under the Optional Tasks provision of Article I above, if any, shall not exceed the amount agreed to in the Task Order, unless County's Contract Administrator and Consultant amend the Task Order.

The total amount for all Optional Tasks which may be assigned in accordance with this Agreement shall not exceed \$70,340.71, inclusive of all work of subconsultants, Task Orders, 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.

The total amount of this Agreement, including all of the services detailed in Exhibit A and including any Optional Tasks which may be assigned, and inclusive of all work of subconsultants, costs, expenses and Task Orders shall not exceed \$2,500,000.

Itemized invoices shall follow the format specified by County and shall reference this Agreement number and, for Optional Tasks, the County-provided Task Order number both on their faces and on any enclosures or backup documentation. For the items of work identified in the Base Scope of Work in Exhibit A, Consultant shall bill County for only one item of work per invoice. For Optional Tasks, Consultant shall bill County for only one Task Order per invoice and shall attach a copy of each notification to proceed required under the provisions of Article I, Scope of Services. Consultant shall attach copies of any progress reports required under the provisions of Article VI, Progress Reports, that relate to the services being billed, as backup documentation to any invoices submitted for payment under the terms of this Agreement. Copies of documentation attached to invoices shall reflect Consultant's charges for the specific services billed on those invoices. Invoices shall be mailed to County at the following address:

County of El Dorado
Department of Transportation
2850 Fairlane Court
Placerville, California 95667
Attn: Administration Division-Accounts Payable

or to such other location as County directs.

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

ARTICLE IV

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

ARTICLE V

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

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

ARTICLE VI

Progress Reports: Consultant shall submit written progress reports to the Contract Administrator at intervals that are commensurate with the requirements of the tasks and items of work being performed and based upon a mutually agreeable schedule. At a minimum, Consultant shall submit written progress reports once per month. The reports shall be sufficiently detailed for the Contract Administrator to determine if Consultant is performing to expectations and is on schedule, to provide communication of interim findings, and to afford occasions for airing difficulties or special circumstances encountered so that remedies can be developed. Separate detail shall be provided for each ongoing item of work. Progress reports shall include the total number of hours worked by Consultant and any authorized subconsultants and shall include descriptions of the tasks and work performed, including a description of any deliverables submitted during the reporting period and the anticipated tasks, work and deliverables proposed for the subsequent reporting period. Any invoices submitted by Consultant for payment under the

terms of this Agreement shall include copies of the progress reports that relate to the services being billed on those invoices.

ARTICLE VII

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

ARTICLE VIII

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

ARTICLE IX

Ownership of Data: Upon completion or earlier termination of all services under this Agreement, or upon the completion 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 and any and all other materials or data produced as part of this Agreement will automatically be vested in County and no further agreement will be necessary to transfer ownership to 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 project.

ARTICLE X

Consultant's Project Manager: Consultant designates Jeff Shaw, P.E. 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 work and to prepare the deliverables required by the Agreement; and (2) reviewing, monitoring, training and directing Consultant's personnel and any subconsultants authorized herein.

ARTICLE XI

Changes to Agreement: This Agreement may be amended by mutual consent of the parties hereto. Amendments may be made to permit mutually acceptable changes in the scope, character or complexity of the work if such changes become desirable or necessary as the work progresses. Appropriate extensions of time in case of unavoidable delays and for consideration of warranted adjustments in payment may also be accomplished by amendments to the Agreement. Said amendments shall become effective only when in writing and fully executed by duly authorized officers of the parties hereto. There shall be

no change in Consultant's Project Manager or subconsultants without prior written approval by County's Contract Administrator.

ARTICLE XII

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

ARTICLE XIII

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

ARTICLE XIV

Assignment and Delegation: Consultant is engaged by County for its unique qualifications and skills as well as those of its personnel. Consultant shall not subcontract, delegate, or assign services to be provided, in whole or in part, to any other person or entity without prior written consent of County. Notwithstanding this Article, Consultant is authorized to utilize the specific subconsultant identified in Exhibit A hereto, and the subconsultants, if any, that may be authorized in individual Task Orders for Optional Tasks 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.

Any subcontract entered into as a result of this Agreement shall contain all of the provisions stipulated in this Agreement to be applicable to subconsultants.

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

ARTICLE XV

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

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

ARTICLE XVI

Prevailing Wage: County requires Consultant's services on public works project(s) involving local, state and/or federal funds to which prevailing wage requirements may apply. As a consequence, Consultant and any subconsultants authorized pursuant to this Agreement shall comply with all applicable state and federal prevailing wage rates, statutes, rules and regulations then in effect. In the event of conflict between applicable federal and state provisions, the higher prevailing wage rate will apply. Consultant shall use the general prevailing wage rates determined by the Director of Industrial Relations for the county in which the work is to be done, which are available at the offices of the District Director of Transportation for the district in which the work is situated. Changes, if any, to the general prevailing wage rates will be available at the same location. The federal minimum wage rates are determined by the United States Secretary of Labor and may be examined at the office described above. Future effective general prevailing wage rates which have been predetermined and are on file with the California Department of Industrial Relations are referenced but not printed in the general prevailing wage rates.

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

ARTICLE XVII

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

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

In addition to the above, should the Board of Supervisors during the course of a given year for financial reasons reduce or order a reduction in the budget for any County department for which services were contracted to be performed, pursuant to this paragraph in the sole

discretion of County, this Agreement may be deemed to be canceled in its entirety subject to payment for services performed prior to cancellation.

ARTICLE XVIII

Default, Termination, and Cancellation:

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

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

- B. **Bankruptcy:** This Agreement, at the option of County, shall be terminable in the case of bankruptcy, voluntary or involuntary, or insolvency of Consultant.
- C. **Ceasing Performance:** County may terminate this Agreement in the event Consultant ceases to operate as a business, or otherwise becomes unable to substantially perform any term or condition of this Agreement.
- D. **Termination or Cancellation without Cause:** County may terminate this Agreement 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 total amount of the contract. Upon receipt of a Notice of Termination, Consultant shall promptly discontinue all services affected, as of the effective date of termination set forth in such Notice of Termination, unless the Notice directs otherwise. In the event of termination for default, County reserves the right to take over and complete the work by contract or by any other means.

ARTICLE XIX

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

To County:

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

Attn.: Robert S. Slater,
Deputy Director, Engineering

With a Copy to:

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

Attn.: Tim C. Prudhel,
Contract Services Officer

or to such other location as County directs.

Notices to Consultant shall be addressed as follows:

CALTROP Corporation
520 Capitol Mall, Suite 150
Sacramento, California 95814

Attn.: David Saber, Vice President

or to such other location as Consultant directs.

ARTICLE XX

Indemnity: To the fullest extent allowed by law, Consultant shall defend, indemnify, and hold harmless the County and its officers, agents, employees and representatives from and against any and all claims, actions, losses, injuries, damages or expenses of every name, kind, and description, including litigation costs and reasonable attorney's fees incurred, brought for or on account of, injury to or death of any person, including but not limited to workers, County employees and the public, or damage to property, which arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of Consultant, its officers, agents, employees, volunteers, representatives, contractors and subcontractors. This duty of Consultant includes the duty of defense, inclusive of that set forth in California Civil Code Section 2778. Each party shall notify the other party immediately in writing of any claim or damage related to activities performed under this Agreement. The parties shall cooperate with each other in the investigation and disposition of any claim arising out of the activities under this Agreement.

ARTICLE XXI

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

- A. Full Workers' Compensation and Employers' Liability Insurance covering all employees of Consultant as required by law in the State of California.
- B. Commercial General Liability Insurance of not less than \$1,000,000 combined single limit per occurrence for bodily injury and property damage.

- C. Automobile Liability Insurance of not less than \$1,000,000 is required in the event motor vehicles are used by Consultant in performance of the Agreement.
- D. In the event Consultant is a licensed professional and is performing professional services under this Agreement, Professional Liability Insurance is required with a limit of liability of not less than \$1,000,000.
- E. Consultant shall furnish a certificate of insurance satisfactory to County's Risk Management Division as evidence that the insurance required above is being maintained.
- F. The insurance will be issued by an insurance company acceptable to County's Risk Management Division, or be provided through partial or total self-insurance likewise acceptable to the Risk Management Division.
- G. Consultant agrees that the insurance required herein shall be in effect at all times during the term of this agreement. In the event said insurance coverage expires at any time or times during the term of this contract, Consultant shall immediately provide a new certificate of insurance as evidence of the required insurance coverage. In the event Consultant fails to keep in effect at all times insurance coverage as herein provided, County may, in addition to any other remedies it may have, terminate this contract upon the occurrence of such event. New certificates of insurance are subject to the approval of County's Risk Management Division, and Consultant agrees that no work or services shall be performed prior to the giving of such approval.
- H. The certificate of insurance must include the following provisions stating that:
 - 1. The insurer will not cancel the insured's coverage without 30-day prior written notice to County; and
 - 2. The County of El Dorado, its officers, officials, employees, and volunteers are included as additional insured, but only insofar as the operations under this Agreement are concerned. This provision shall apply to all general and excess liability insurance policies.
- I. Consultant's insurance coverage shall be primary insurance as respects the County, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by County, its officers, officials, employees, or volunteers shall be in excess of Consultant's insurance and shall not contribute with it.
- J. Any deductibles or self-insured retentions must be declared to, and approved, by County. At the option of County, either: The insurer shall reduce or eliminate such deductibles or self-insured retentions as respects County, its officers, officials, employees, and volunteers; or Consultant shall procure a bond guaranteeing payment of losses and related investigations, claim administration, and defense expenses.

- K. Any failure to comply with the reporting provisions of the policies shall not affect coverage provided to the County, its officers, officials, employees, or volunteers.
- L. The insurance companies shall have no recourse against the County of El Dorado, its officers and employees or any of them for payment of any premiums or assessments under any policy issued by any insurance company.
- M. Consultant's obligations shall not be limited by the foregoing insurance requirements and shall survive the expiration of this Agreement.
- N. In the event Consultant cannot provide an occurrence policy, Consultant shall provide insurance covering claims made as a result of performance of this Agreement for not less than three (3) years following completion of performance of this Agreement.
- O. The certificate of insurance shall meet such additional standards as may be determined by the contracting County department, either independently or in consultation with County's Risk Management Division as essential for protection of County.

In addition, Consultant shall ensure that all subconsultants maintain workers' compensation, general liability, automobile liability and professional liability insurance as specified above and shall provide County with proof of some.

ARTICLE XXII

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 XXIII

Interest of Consultant: Consultant covenants that Consultant presently has no personal interest or financial interest, and shall not acquire 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.

ARTICLE XXIV

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

ARTICLE XXV

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

ARTICLE XXVI

California Forum and Law: Any dispute resolution action arising out of this Agreement, including, but not limited to, litigation, mediation, or arbitration, shall be brought in El Dorado County, California, and shall be resolved in accordance with the laws of the State of California.

ARTICLE XXVII

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

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

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

ARTICLE XXVIII

Contract Administrator: The County Officer or employee with responsibility for administering this Agreement is Robert S. Slater, Deputy Director, Engineering, Department of Transportation, or successor.

ARTICLE XXIX

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 XXX

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 XXXI


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

Contract Administrator Concurrence:

By: 
Robert S. Slater
Deputy Director, Engineering
Department of Transportation

Dated: 9/10/09

Requesting Department Concurrence:

By: 
Richard W. Shepard, P.E.
Director of Transportation

Dated: 9/10/09

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

--COUNTY OF EL DORADO--

By: _____

Dated: _____

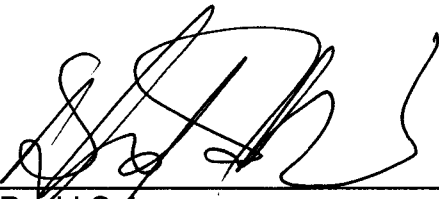
Board of Supervisors
"County"

Attest:
Cindy Keck
Clerk of the Board of Supervisors

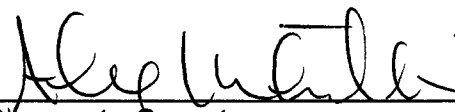
By: _____
Deputy Clerk

Dated: _____

--CALTROP CORPORATION--

By: 
David Saber
Vice President
"Consultant"

Dated: 9/17/08

By: 
Corporate Secretary

Dated: 9/18/08

CALTROP Corporation

Exhibit A

Base Scope of Work

Base Scope of Work Table of Contents

Item of Work A. Pre-Construction Services 1

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DELIVERABLES:

Unless otherwise indicated below, and notwithstanding any other provisions to the contrary in the Agreement, CALTROP Corporation (CALTROP) shall submit hard copy deliverables via US Mail or in-person delivery and electronic copy deliverables via email to County’s Contract Administrator. All unsigned deliverables, whether hard copy or electronic versions, shall be provided using Microsoft Office 2003 applications. Signed reports shall be submitted in Adobe portable document format (PDF). 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 address is 2441 Headington Road, Placerville, CA 95667 and the email address is bslater@co.el-dorado.ca.us.

Unless otherwise directed by County’s Contract Administrator, the County-provided computer and the files for the U.S. 50 HOV Lanes, Phase 1 – El Dorado Hills to Bass Lake Grade Project (Project) will be located at County’s office at 4505 Golden Foothills Parkway in El Dorado Hills.

Item of Work A. Pre-Construction Services

- a) Contract Document Review: CALTROP shall review the Project contract documents, copies of which shall be provided to CALTROP by County, for

ambiguities, errors, omissions and contradictions between the plans, specifications, pay items and item payment provisions. CALTROP shall also review the contract documents for clarity, completeness, consistency, and constructability. CALTROP shall prepare a written report of CALTROP's findings from its review. CALTROP shall set up Project files in accordance with the current edition of the *Caltrans Construction Manual*, which can be found at <http://www.dot.ca.gov/hq/construc/manual2001>, and the *Caltrans Bridge Construction Records and Procedures (BCRP) Manual*, which can be found at <http://www.dot.ca.gov/hq/esc/construction/manuals/>, both issued by the State of California Department of Transportation (Caltrans), and per County directives.

Deliverables: CALTROP shall set up Project files before the first working day of the construction contract. CALTROP shall submit the written report of CALTROP's findings via email prior to the meeting with the Project Design consultant (described in section c below). CALTROP shall place a hard copy of the findings report in the Project files.

- b) Documentation of Pre-Construction Conditions: CALTROP 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. CALTROP shall provide a digital still camera. County shall supply a MiniDV camcorder and tapes for CALTROP's use.

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

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

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

- d) Meeting with County and Caltrans Oversight Engineer: CALTROP's Structure Representative and Office Engineer shall attend a meeting between County, the Caltrans Oversight Engineer, and CALTROP to review key aspects of the

contract documents, establish open and cooperative lines of communication, and review contract administration procedures that pertain to Caltrans and relevant issues involving contract construction work within the Caltrans right-of-way. With input from County's RE, CALTROP shall prepare the agenda for the meeting and shall prepare meeting minutes after the meeting. County's RE will contact CALTROP via phone and/or email with the date, time and location of the meeting, which shall be held on or before award of the construction contract.

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

- e) Pre-Construction Meeting: CALTROP shall attend a pre-construction meeting with County's prime contractor (Contractor) prior to the start of construction activities on the Project. During the meeting, CALTROP's Structure Representative shall discuss items relating to the work including, but not limited to, the following: Project plans and specifications requirements, Project communication lines, safety issues, utilities, staking, materials testing, scheduling of regular progress meetings, progress payments, and change order and claims procedures. CALTROP shall prepare the agenda for the meeting and shall prepare meeting minutes after the meeting. CALTROP shall also prepare a list of meeting attendees. County's RE will contact CALTROP via phone and/or email with the date, time and location of the meeting.

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

- f) Pre-Construction Water Pollution Control: CALTROP shall make written review comments regarding Contractor's Storm Water Pollution Prevention Plan (SWPPP), submit them to County, and facilitate conditional approval and final approval of said plan by issuing rejection or approval letters, as appropriate, regarding Contractor's SWPPP. Issuance of all letters regarding Contractor's SWPPP shall be in accordance with the timelines provided in the Project's Special Provisions. CALTROP shall prepare a Water Pollution Control/Biological Issue Report.

Deliverables: CALTROP shall submit written review comments regarding Contractor's SWPPP via email before the first working day of the construction contract. CALTROP shall place hard copies of all letters regarding Contractor's SWPPP in the Project files within two (2) days of transmittal to Contractor. CALTROP shall submit the Water Pollution Control/Biological Issue Report via email before the first working day of the construction contract.

Item of Work B. Construction Inspection

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

- a) CALTROP shall utilize on-site inspectors to check the quality and quantity of the work performed by Contractor and any subcontractors and any utility companies. CALTROP shall ensure Contractor and utility company compliance with the contract documents, copies of which have been provided by County to CALTROP. Items to be inspected include, but are not limited to, construction materials, methods, techniques, and sequences. The on-site inspectors shall prepare Daily Inspection Reports each day that Contractor or a utility company works on site. CALTROP shall provide the Daily Inspection Report form to County's Contract Administrator for review and approval prior to utilization. The Daily Inspection Reports shall document items including, but not limited to, the following:
 - i. The date and the day of the week
 - ii. Labor (names of personnel, names of their respective companies, and their respective labor classifications)
 - iii. Equipment (type, make, model, company that owns or is using the equipment, and Contractor equipment identification number)
 - iv. Weather
 - v. Number of hours that labor and equipment were used on respective contract items of work
 - vi. Number of hours that labor and equipment were used on respective Contract Change Orders (CCOs)
 - vii. Number of hours that labor and equipment were idle
 - viii. Specific times (e.g., 7:30 a.m. – 11:30 a.m., 12:30 p.m. – 4:00 p.m.) that CALTROP's inspector was on site
 - ix. 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 contract item quantities constructed that day
- b) During construction, CALTROP shall compile as-built plans by making notes and sketches on a set of Project plans, which has been provided by County to CALTROP, that show changes made to the contract plans that did not require CCOs. In addition, CALTROP shall incorporate changes implemented via 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.
- c) CALTROP shall take digital photographs of the progression of work on a weekly basis (or more frequently as directed by County's RE).

Deliverables: CALTROP shall place the original Daily Inspection Reports into the Project files on a weekly basis. CALTROP shall keep as-built plans on file in the Project

files. CALTROP shall place digital photographs on the County-provided computer on a weekly basis. CALTROP shall place copies of the digital photographs on a CD-Rom and place the CD-Rom in the Project files on a monthly basis.

Item of Work C. Construction Administration

In accordance with County's Contract Administrator's directives and the current edition of the *Caltrans Construction Manual* and the *BCRP Manual*, CALTROP shall provide construction administration services including, but not limited to, the following:

- a) Project Coordination: CALTROP shall serve as County's Structure Representative to coordinate structures work with Contractor, Caltrans, utility companies, Quincy, local residents and business owners, and all other Project stakeholders.

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

- b) Records Maintenance: CALTROP shall maintain Project files in an organized, efficient, logical manner that is consistent with County's RE's directives and the current edition of the *Caltrans Construction Manual* and the *BCRP Manual*.

Deliverables: CALTROP shall ensure that all Project filing is performed on at least a weekly basis, except that filing may be required on a more frequent basis when required elsewhere in this Base Scope of Work or the Agreement.

- c) Correspondence: CALTROP shall prepare Project correspondence including, but not limited to, letters, emails, memoranda, and reports sent to all Project stakeholders including, but not limited to, Contractor, utility companies, Quincy, Caltrans, and local businesses.

Deliverables: When requested by County's Contract Administrator, CALTROP shall provide copies of any Project correspondence to County's Contract Administrator via email or fax. CALTROP shall place copies of all correspondence into the Project files within two (2) working days of creating or receiving said correspondence.

- d) Weekly Meetings with Contractor: CALTROP shall facilitate and attend meetings with Contractor on a weekly basis. CALTROP 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. CALTROP may invite other stakeholders to the meetings when appropriate.

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

- e) **Special Coordination Meetings:** When circumstances warrant or at the direction of County's Contract Administrator, CALTROP 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. CALTROP shall generate a meeting agenda and minutes for each meeting.

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

- f) **Payment Recommendations:** In accordance with the contract documents, County's Contract Administrator's directives and the current edition of the *Caltrans Construction Manual*, CALTROP shall generate monthly progress pay estimates to be used by County to pay Contractor. CALTROP shall provide the format for the progress pay estimates to County's Contract Administrator for review and approval prior to utilization. CALTROP shall base the monthly progress pay estimates upon quantity calculation sheets developed by CALTROP for each contract item that show the calculations, measurements, or estimates made to support payment. CALTROP shall inform County's Contract Administrator of quantities for each item being paid each month prior to CALTROP finalizing the monthly progress pay estimates so that any disputes regarding the amount to be paid can be negotiated by CALTROP and Contractor.

Deliverables: CALTROP shall place all data and correspondence pertaining to payment recommendations in the Project files within five (5) working days of creating or receiving said data or correspondence. CALTROP shall submit progress pay estimates to County's Contract Administrator on or before the 20th of every month. If the 20th falls on a weekend or a holiday, then CALTROP shall submit the progress pay estimate to County's Contract Administrator on the first working day thereafter. CALTROP's monthly progress report to County's Contract Administrator as required by Article VI, Progress Reports, of the Agreement shall include a narrative that discusses the Project's fiscal status, including, but not limited to, total amounts paid to date on contract items and CCOs, and an analysis of the Project's contingency balances.

- g) **Submittal Management:** As submittals are received by CALTROP from Contractor, CALTROP shall enter the date received into a submittal log. The submittal log shall contain information for each submittal 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 CALTROP is not responsible for submittal review, CALTROP 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 Contractor for modification and resubmittal. When CALTROP is responsible for submittal review, CALTROP shall review the submittal and respond in a timely manner consistent with the contract documents, County's Contract Administrator's directives and the current edition of the *Caltrans Construction Manual* and the *BCRP Manual*.

Deliverables: CALTROP 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 said data. CALTROP shall review all Contractor submittals and when CALTROP is responsible for submittal review, CALTROP shall respond via email or letter (as appropriate) within the timeframes contained in the contract documents. When CALTROP is not responsible for submittal review, CALTROP 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 Contractor for modification and resubmittal within one (1) working day of receipt of the submittal from Contractor.

- h) RFIs: As RFIs are received by CALTROP from County's RE, CALTROP shall enter the date received into an 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 CALTROP is not responsible for RFI review, CALTROP 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 Contractor for modification and resubmittal. When CALTROP is responsible for RFI review, CALTROP shall review the RFI and respond to Contractor within five (5) working days of RFI receipt from County's RE.

Deliverables: CALTROP shall place all data and correspondence pertaining to RFIs in the Project files within five (5) working days of creating or receiving said data or correspondence. CALTROP shall review all Contractor RFIs and when CALTROP is responsible for RFI review, CALTROP shall respond to Contractor via email or letter (as appropriate) within five (5) working days of RFI receipt from County's RE. When CALTROP is not responsible for RFI review, CALTROP 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 Contractor for modification and resubmittal within one (1) working day of receipt of the RFI from County's RE.

- i) CCOs: CALTROP shall prepare CCO drafts for County's RE for structures work. CALTROP shall assist County's RE in all record keeping and office work associated with CCOs including, but not limited to, Extra Work billing, tracking and processing, and certified payroll checking. CCO preparation, tracking and filing shall correspond to all directives of the *Caltrans Construction Manual* and will be subject to approval by Caltrans.

Deliverables: CALTROP shall place each CCO and all data pertaining to CCOs (including, but not limited to, Contractor cost proposals, correspondence, cost analyses, and design information) in the Project files within five (5) working days of creating or receiving said data. After County's RE completes the CCO, CALTROP shall email or hand deliver each CCO to Contractor for Contractor's signature within two (2) working days of receiving the CCO. If Caltrans approval of a CCO is required, CALTROP shall mail or hand deliver the CCO and CCO transmittal memorandum to Caltrans for signature within two (2) working days of receiving the signed CCO back from Contractor.

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

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

Item of Work D. Construction Engineering

CALTROP shall provide construction engineering services including, but not limited to, the following:

- a) Falsework review, analysis, and response to Contractor.
- b) Shoring review, analysis, and response to Contractor.
- c) Post tensioning elongation calculations.
- d) Calculation, analysis, and review of temporary and finished elevations.
- e) Development, analysis and review of revisions to contract documents for incorporation into CCOs.
- f) Analysis of Portland cement concrete and asphalt concrete mix designs.

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

Item of Work E. Construction Staking and Materials Testing

County shall provide construction staking and materials testing for the Project. CALTROP shall arrange for construction staking and materials testing services by requesting said services in writing to County via a form provided by County. CALTROP shall ensure that Contractor requests construction staking or materials testing services in a manner such that CALTROP can forward said requests to County in writing forty-eight (48) hours prior to Contractor needing said services.

Deliverables: CALTROP shall place all data and correspondence pertaining to construction staking and materials testing services (including, but not limited to, staking notes and materials testing results) in the Project files within five (5) working days of creating or receiving said data or correspondence. CALTROP shall record and file all

materials test data with summary sheets which document test failures and remedial action.

Item of Work F. Water Pollution Control

CALTROP shall provide water pollution control services including, but not limited to, the following:

- a) CALTROP shall ensure Contractor compliance with all water pollution control requirements contained in the contract documents.
- b) CALTROP shall ensure Contractor compliance with Contractor's approved SWPPP. CALTROP shall ensure any updates to Contractor's approved SWPPP are submitted, reviewed, and approved in accordance with the requirements in the contract documents.
- c) CALTROP shall perform inspections of Contractor's water pollution control measures deployed at the Project site in accordance with the intervals described in the contract documents and before, during, and after rain events. CALTROP shall coordinate inspections by State and Federal regulatory agencies at the Project site whenever said agencies request inspections.
- d) CALTROP shall sample surface runoff at points upstream from, within, and downstream from the Project site in accordance with County's Contract Administrator's directives and the requirements contained in the contract documents.
- e) CALTROP shall provide immediate notification to County's Contract Administrator if Contractor is not in compliance. This notification shall include documentation, with photographs, of the specifics of the non-compliance.

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

Item of Work G. Construction Schedule Analysis

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

Deliverables: CALTROP shall place all data and correspondence pertaining to schedule management in the Project files within five (5) working days of creating or receiving said data or correspondence. CALTROP's monthly progress report to County's Contract Administrator as required by Article VI, Progress Reports, of the Agreement shall include a narrative describing Contractor's progress relative to

Contractor's proposed schedule. This narrative shall include a discussion of factors that have impacted or may impact Contractor's progress.

Item of Work H. Public Relations

County's Contract Administrator may direct CALTROP to provide public relations services throughout the duration of the Project including, but not limited to, the following:

- a) Establish and maintain the Project stakeholder database/ mailing list, Project internet website and the construction information telephone line.
- b) When directed by County's Contract Administrator, CALTROP shall have its public relations specialists attend weekly meetings with Contractor so as to have a clear understanding of upcoming activities.
- c) Plan, schedule, and facilitate meetings and open houses with the public and local businesses.
- d) Develop and mail Project newsletters to Project stakeholders at an interval determined by County's Contract Administrator.
- e) Develop and issue press releases as directed by County's Contract Administrator.
- f) When directed by County's Contract Administrator, CALTROP shall perform door-to-door communication with the business owners affected by the construction.
- g) CALTROP shall provide immediate notification to County's Contract Administrator should any problems arise with the Project stakeholders.

Deliverables: CALTROP shall place all data and correspondence pertaining to public relations in the Project files within five (5) working days of creating or receiving said data or correspondence. CALTROP's monthly progress report to County's Contract Administrator as required by Article VI, Progress Reports, of the Agreement shall include a narrative describing CALTROP's public relations work performed over the past month. CALTROP shall implement modifications to the Project website within one (1) working day of receiving written instructions for modifications from County's Contract Administrator.

Item of Work I. Project Closeout

In accordance with County's Contract Administrator's directives and the current edition of the *Caltrans Construction Manual* and the *BCRP Manual*, CALTROP shall perform Project closeout duties including, but not limited to, the following:

- a) Completion of as-built drawings.
- b) Preparation of the Notice of Completion.
- c) Preparation of the Proposed Final Pay Estimate.
- d) Preparation of the Final Report for bridge work.
- e) Assist County's RE in preparation of final reports for Caltrans and Federal requirements.

Deliverables: CALTROP shall place all data and correspondence pertaining to Project closeout in the Project files within five (5) working days of creating or receiving said data or correspondence. CALTROP shall hand deliver one (1) complete hard copy each of the as-built drawings, the Notice of Completion and the Final Report for bridge work to County's Contract Administrator within thirty (30) days of completion of construction of the Project. CALTROP shall submit the Proposed Final Pay Estimate to County's Contract Administrator within one (1) week of receiving a request for the Proposed Final Pay Estimate from County's Contract Administrator.

CALTROP Corporation

Exhibit B

Fee Schedule – Construction Support Services

Effective through December 31, 2008 *

U.S. 50 HOV Lanes, Phase 1 – El Dorado Hills to Bass Lake Grade Project

Hourly Rates

\$ 98 - \$106	- Public Outreach Specialist
\$140 - \$155	- Project Scheduler
\$115 - \$130	- Construction Inspector
\$120 - \$135	- Assistant Structures Representative
\$106 - \$115	- Office Engineer
\$130 - \$145	- Assistant Resident Engineer
\$150 - \$170	- Structure Representative
\$193 - \$210	- Project Manager

* Hourly rates may be adjusted annually beginning on January 1, 2009.

On or before December 15th of each calendar year, Consultant may submit a new proposed fee schedule, which shall become effective for the next calendar year beginning January 1st and which shall require written approval and acceptance by County's Contract Administrator, prior to the new rates becoming effective. In no instance shall the hourly rates be increased more than four percent (4%) per year. Upon County's Contract Administrator's written approval and acceptance, the new fee schedules shall be attached as addenda to this Agreement.

Reimbursables

Rates include related costs of vehicles, laptop computers, cell phones, digital cameras, safety equipment, and standard tools and equipment. All other direct expenses, including prints, plots and messenger service will be billed at cost plus ten percent (10%).

The above schedule is for straight time. Overtime will be charged at 150 percent of the standard hourly rates. Sundays and holidays will be charged at 170 percent of the standard hourly rates.

A shift which commences after 2:00 p.m. or before 4:00 a.m., during any twenty-four hour period, commencing at 12:01 a.m., is subject to a twelve and one-half percent (12.5%) differential.

The above ranges for Assistant Resident Engineer, Assistant Structures Representative, and Construction Inspector are in compliance with SB1999 pertaining to prevailing wage requirements.

Specific billing rates within the above rate ranges can be determined based on actual individual employee rates or as an average by position.

Subconsultant costs to be billed at actual cost.

Rates for other services will be quoted upon request.

CALTROP Corporation

Exhibit C

Cost Proposal*

Base Scope of Work

CALTROP Corporation

Item of Work A.	Pre-Construction Services	\$	39,838.12
Item of Work B.	Construction Inspection	\$	1,406,433.36
Item of Work C.	Construction Administration	\$	468,778.67
Item of Work D.	Construction Engineering	\$	121,125.80
Item of Work E.	Construction Staking and Materials Testing	\$	48,497.80
Item of Work F.	Water Pollution Control	\$	14,790.80
Item of Work G.	Construction Schedule Analysis	\$	44,160.31
Item of Work H.	Public Relations	\$	17,511.50
Item of Work I.	Project Closeout	\$	40,556.29
	Labor Total	\$	<u>2,201,692.65</u>
	Other Direct Costs	\$	<u>5,500.00</u>
	Total Prime Costs	\$	2,207,192.65

Subconsultant:

Richard J. Mendoza, dba Mendoza & Associates

Item of Work B	Construction Inspection	\$	<u>222,466.64</u>
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Total Proposed Base Scope Cost Estimate \$ 2,429,659.29

Optional Tasks

Optional Tasks \$ 70,340.71

Total Proposed Budget Cost Estimate \$ 2,500,000.00

*All expenses and their distribution among Items of Work are estimates only. This Exhibit represents the composition of the total not-to-exceed budget for this Agreement. In the performance of the scope of services to be provided in accordance with this budget, Consultant may request to reallocate the expenses listed herein among Consultant's personnel (not including subconsultants) and among the various Items of Work identified herein, subject to the Contract Administrator's written approval. In no event shall the total amount of the Prime Costs (\$2,207,192.65) be exceeded, nor shall the total not-to-exceed amount of the Base Scope (\$2,429,659.29) nor the total not-to-exceed amount of the Contract be exceeded.