

**ORIGINAL**

**CALTROP Corporation**

**Construction Support Services**

**AGREEMENT FOR SERVICES #597-S1311**

**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 9337 Milliken Avenue, Rancho Cucamonga, California, 91730 and whose local office address is 2495 Natomas Park Drive, Suite 150, Sacramento, California 95833, (hereinafter referred to as "Consultant");

**RECITALS**

**WHEREAS**, County has determined that it is necessary to obtain a Consultant to assist its Community Development Agency, Transportation Division (Transportation Division), with construction support services;

**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 agrees to furnish personnel, subconsultants, materials, equipment and services necessary to provide construction support services. Services shall include, but not be limited to, those tasks as 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 or Work Orders, as applicable.

Consultant's services are to be provided specifically in support of projects included in County's Capital Improvement Program (CIP) and generally in support of other County activities as required. Before proceeding with any work under this Agreement, the parties will identify the specific services to be provided for each assignment in individual Task Orders or Work Orders, as applicable, 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. As applicable, Disadvantaged Business Enterprise (DBE) requirements will be discussed at the meeting or telephone conference and County's Contract Administrator will provide Consultant with the necessary DBE forms and information for use and/or submittal with Consultant's Task Order/Work Order Proposal, fully-executed Task Order/Work Order or Consultant's final invoice. 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 or a Work Order, as applicable), which shall require written approval, authorization, and written notification to proceed from County's Contract Administrator, prior to commencement of the work.

For emergency and unanticipated/unplanned construction support services, the specific services for each assignment shall be determined at a pre-service meeting, telephone conference or by email between Consultant and County's Contract Administrator or County's Contract Administrator's designee to discuss the needs, applicable standards, required deliverables, specific Consultant staff, subconsultants (if required), and estimated costs associated with each specific service on an item-by-item basis. At the conclusion of the pre-service meeting, telephone conference or email exchange, County's Contract Administrator will provide Consultant with verbal authorization to proceed. County's Contract Administrator shall follow up the verbal authorization with a written authorization to proceed in the form of a Work Order, to Consultant via email or fax, with the specific emergency or unanticipated/unplanned services to be performed.

County's Contract Administrator will issue a written Task Order for work assignments where the not-to-exceed cost itemization is greater than \$50,000. County's Contract Administrator will issue a written Work Order for work assignments where the not-to-exceed cost itemization is \$50,000 or less.

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

If a submittal or deliverable is required to be an electronic file, Consultant shall produce the file using Microsoft Office 2010 applications (specifically, MS Word, MS Project and MS Excel). Signed reports shall be submitted in Adobe portable document format (PDF). 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.

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

Consultant's responsibilities for compliance with DBE requirements are described in ARTICLE XXXVIII, Disadvantaged Business Enterprise (DBE) Considerations, and in ARTICLE XXXIX, DBE Participation, herein. No Task Order or Work Order shall be issued under this Agreement until the required DBE forms have been received and approved by County's Contract Administrator.

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

Consultant shall provide County's Contract Administrator with the names and titles of Consultant's representatives that are authorized to bind Consultant by signing Task Orders and Work Orders and Task Order and Work Order Amendments on Consultant's behalf. Consultant's notification of individuals authorized to execute Task Orders and Work Orders and Task Order and Work 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 and Work Orders shall be in accordance with dates specified in each Task Order or Work Order. No payment will be made for any work performed before or after the period of performance in the Task Order or Work Order, unless County's Contract Administrator and Consultant amend the Task Order or Work Order. No Task Order or Work 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 or Work Order. Milestone reviews shall be performed for the specific products and deliverables listed in each Task Order and/or Work 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 each Task Order or Work Order. County's review of deliverables will ensure that Consultant's work meets a level of acceptability as determined by the Contract Administrator, and Consultant shall be required to modify its work as necessary to meet that level of acceptability as defined by the Contract Administrator. 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, Scope of Work, 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 three (3) years thereafter or upon completion of issued Task Orders or Work Orders, whichever is later.

## **ARTICLE III**

### **Compensation for Services:**

- A. For services provided herein, including all of the deliverables described in individual Task Orders and Work Orders issued pursuant to this Agreement, and including all of the forms and reports required under the Disadvantaged Business Enterprise (DBE) provisions of 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 "Fee Schedule," incorporated herein and made by reference a part hereof.

When United States Department of Transportation (US DOT) Federal Highway Administration (FHWA) federal grant funding is utilized to support the authorized Task Order or Work Order, other direct costs shall be invoiced at Consultant's cost, without markup, for the services rendered. Authorized Task Orders or Work Orders that are not funded by FHWA federal grant funding, which include other direct costs will be charged at cost plus five percent (5%). Any invoices that include other direct costs shall be accompanied by backup documentation to substantiate Consultant's costs for the services being billed on those invoices.

- C. Cost Proposals shall be submitted for each Task Order and/or Work Order. Cost Proposals are subject to an audit or Certified Public Accountant Indirect Cost Audit Workpaper Review. The Cost Proposal shall be adjusted by Consultant and approved by County's Contract Administrator to conform to the Workpaper Review recommendations or audit recommendations. Consultant agrees that individual terms of cost identified in the audit report shall be incorporated into the Task Order and/or Work Order by this reference if directed by County, at its sole discretion. Refusal by Consultant to incorporate the Workpaper Review recommendations or audit recommendations will be considered a breach of the Agreement terms and cause for termination of the Agreement.
- D. For the purposes of this Agreement, mileage, travel, and per diem costs will be reimbursed only for source inspection services performed by Consultant or any authorized subconsultant. Reimbursement for mileage, travel, and/or per diem expenses for Consultant and subconsultants, if applicable, shall not exceed the

lesser of (1) the rates to be paid to County employees under the current Board of Supervisors Travel Policy at the time the mileage and/or travel expenses are incurred; or (2) the rates authorized to be paid to rank and file state employees under the then current State of California Department of Personnel Administration (DPA) rules. References to the DPA rates and Consultant's responsibilities for cost differences and any overpayments are more fully described in ARTICLE XXIX, Cost Principles, herein. Mileage rates and travel reimbursement apply to Consultant and to any subconsultants authorized under this Agreement for source inspection services only. There shall be no markups allowed on mileage rates and/or travel expenses for Consultant or for any subconsultant. Any reimbursements for source inspection services mileage and/or travel expenses will only be made if such expenses are included in the budget of an approved and fully executed Task Order or Work Order issued pursuant to this Agreement.

- E. The total amount payable by County for an individual Task Order or Work Order shall not exceed the amount agreed to in the Task Order or Work Order, unless County's Contract Administrator and Consultant amend the Task Order or Work Order.
- F. The total amount of this Agreement, inclusive of all costs, Task Orders and Work Orders, and inclusive of all work of subconsultants and expenses, shall not exceed \$750,000.
- G. Itemized invoices shall follow the format specified by County and shall reference this Agreement number, the County-supplied Task Order or Work Order number, the Work Breakdown Structure (WBS) Code number, and the Activity Identification codes (Activity IDs) applicable for each item of work on their faces. Consultant shall bill County for only one (1) Task Order or Work 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.

When FHWA federal grant funding is utilized to support the authorized Task Order or Work Order, Consultant shall prepare and submit a fully executed "Final Report – Utilization of Disadvantaged Business Enterprises (DBE), First-Tier Subconsultants" form with its final invoice for each such Task Order or Work Order issued under this Agreement. Twenty-five percent (25%) of the value of the final invoice shall be withheld until County's receipt and approval of the required DBE form. Consultant's responsibilities for compliance with DBE requirements are described in ARTICLE XXXVIII, Disadvantaged Business Enterprise (DBE) Considerations, and in ARTICLE XXXIX, DBE Participation, herein.

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

- I. Consultant shall attach a copy of a Task Order/Work 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 Kahling, Deputy Director, Engineering  
Construction Unit

or to such other location as County directs.

- J. 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 Outline*, 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 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*, *the Caltrans Construction Manual Supplement for Local Agency Resident Engineers*, *the Caltrans Local Agency Structural Representative Guidelines* and Caltrans' California Test Methods and shall be performed by a material-tester certified by the State.

All of Consultant's services and deliverables must adhere to current County, Caltrans and federal requirements for project development and shall be made available to County and to Caltrans for review and approval at the appropriate stages or upon request by 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, FHWA or other regulatory agencies will not relieve Consultant of this professional responsibility. All work must be performed and work products prepared in a format and manner customarily anticipated by the appropriate approving agencies.

#### **ARTICLE V**

**Quality Control:** Consultant shall have a quality control/quality assurance (QC/QA) plan in effect during the entire time work is being performed under this Agreement. 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 and/or Work Orders issued pursuant to this Agreement, ownership and title to all reports, documents, plans, maps, specifications, estimates, compilations, photographs, videos and any and all other materials or data produced or obtained as part of this Agreement will automatically be vested in County without restriction or limitation on their use, and no further agreement will be necessary to transfer ownership to County. Copies may be made for Consultant's records, but shall not be furnished to others without written authorization from County's Contract Administrator. Such deliverables shall be deemed works made for hire and all rights in copyright therein shall be retained by County. Consultant shall furnish County all necessary copies of data, including data stored in electronic format, needed to complete the review and approval process of the services and deliverables provided under this Agreement.

#### **ARTICLE VIII**

**Consultant's Project Manager:** Consultant designates Charles A. Dory, P.E., Area Manager, as its Project Manager for this Agreement. Consultant's Project Manager, or County-approved designee, shall be accessible to County's Contract Administrator, or designee, during normal County working hours and shall respond within twenty-four (24)

hours to County inquiries or requests. Consultant's Project Manager shall be responsible for all matters related to Consultant's personnel, operations and any subconsultants authorized under this Agreement including, but not limited to (1) assigning qualified personnel to perform the required work and to prepare the deliverables required by the individual Task Orders and Work Orders issued pursuant to this Agreement; (2) reviewing, monitoring, training and directing Consultant's personnel and any subconsultants authorized herein; and (3) providing qualified and appropriate traffic control services for field work. Project Manager must be a registered engineer in the State of California.

#### **ARTICLE 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 and Work 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.

Consultant is engaged by County for its unique qualifications and skills as well as those of its personnel. Consultant shall perform the services contemplated herein with resources available within its own organization, and no portion of the work pertinent to this Agreement shall be subcontracted, delegated or assigned, in whole or in part.

#### **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. All information related to any construction estimates prepared or otherwise obtained in the performance of this Agreement is confidential, and shall not be disclosed by Consultant to any entity other than to County.
- F. Any subcontract entered into as a result of this Agreement shall contain all of the provisions of this Article.
- G. 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 and/or Work Orders issued pursuant to this Agreement. Said authorization and approval shall be sought and obtained by Consultant prior to subconsultants' commencement of any work under this Agreement. Specific subconsultants shall be authorized in individual Task Orders and Work Orders issued pursuant to this Agreement. Consultant shall require each subconsultant, to the extent of the work to be performed by the subconsultant, to be bound to Consultant by the terms of this Agreement and to assume toward Consultant all of the obligations and responsibilities that Consultant, by this Agreement, assumes toward County.

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

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

**ARTICLE 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, state and federal funds to which prevailing wage requirements may apply. As a consequence, Consultant 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 principal office of County Transportation Division. 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 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 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 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 or Work Order issued pursuant to this Agreement, in whole or in part upon seven (7) calendar days' written notice by County for any reason. If such prior termination is effected, County will pay for satisfactory services rendered prior

to the effective dates, as set forth in the Notice of Termination provided to Consultant, and for such other services which County may agree to in writing as necessary for contract resolution. In no event, however, shall County be obligated to pay more than the not-to-exceed amount of the Task Order or Work Order or the total amount of this Agreement, as applicable. Upon receipt of a Notice of Termination, Consultant shall promptly discontinue all services affected, as of the effective date of termination set forth in such Notice of Termination, unless the Notice directs otherwise. 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 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:

CALTROP Corporation  
2495 Natomas Park Drive, Suite 150  
Sacramento, California 95833

Attn.: Alex Hashtroudi  
General Manager/Corporate Secretary

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.

## **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 all general and excess liability insurance policies.
- 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 or Work Order, as applicable. 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 or Work Order, as applicable.

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

#### **ARTICLE XXIII**

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

#### **ARTICLE XXIV**

**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 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**

**Compliance with Federal, State and Local Agency Requirements:** County is relying on federal assistance or grants, state funds and on local agency or other grant funds for all or a portion of the funding for the services to be provided herein. As a requirement of County's use of federal, state and local agency grant funds, County is required to comply with certain contracting requirements and to extend those requirements to all third party contracts. Consultant shall comply with all applicable provisions of federal, state and local agency regulations, including those required by FHWA grant funding requirements, regulations, and related executive orders regarding the use, expenditure, control, reporting, allowable costs and management of such funds. The following Office of Management and Budget (OMB) Circulars, as applicable, and as implemented by various parts of the Code of Federal Regulations (CFR), are incorporated by reference and made a part of this Agreement:



2 CFR Part 225, "Cost Principles for State, Local, and Indian Tribal Governments (formerly OMB Circular A-87)"

Circular A-133, revised June 26, 2007, "Audits of States, Local Governments, and Non-Profit Organizations"

Copies of the OMB Circulars are available on the Internet at:

<http://www.whitehouse.gov/omb/circulars/index.html>.

Failure of Consultant to comply with any federal, state or local agency provision may be the basis for withholding payments for charges made by Consultant and for such other remedies as may be appropriate including termination of this Agreement. Consultant shall further comply with any flow-down or third-party contracting provisions which may be required under the federal, state or local agency regulations and which may apply to Consultant's subcontracts, if any, associated with this Agreement.

#### **ARTICLE XXVIII**

**Working Office:** Consultant shall establish a working office at a place acceptable to County. The parties hereto acknowledge and agree that Consultant's office located at 2495 Natomas Park Drive, Suite 150, Sacramento, California 95833 is acceptable to County.

#### **ARTICLE XXIX**

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

- A. Consultant shall comply with 2 CFR Part 225, Cost Principles for State and Local Governments, and with federal administrative procedures pursuant to 49 CFR, Part 18, Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments, and 49 CFR, Chapter 1, Parts 31 et seq., Federal Acquisition Regulations System, insofar as those regulations may apply to Consultant. This provision shall apply to every sub-recipient receiving funds as a Consultant or subconsultant under this Agreement.
- B. Any expenditures for costs for which Consultant has received payment or credit that are determined by subsequent audit to be unallowable under 2 CFR Part 225, 48 CFR, Parts 31 et seq. or 49 CFR, Part 18 are subject to repayment by Consultant to County.
- C. Travel and subsistence (per diem) reimbursements, if applicable, and third-party contract reimbursements to subconsultants will be allowable as Project costs only after those costs are incurred and paid for by Consultant. For the purposes of this Agreement, travel and per diem costs will be reimbursed only for source inspection services performed by Consultant or any authorized subconsultant.
- D. Notwithstanding any other provision of this Agreement to the contrary, payments to Consultant for travel and subsistence (per diem) and mileage expenses, if

applicable, for Consultant's staff or for subconsultants claimed for reimbursement shall not exceed the lesser of (1) the rates to be paid to County employees under the current Board of Supervisors Travel Policy in effect at the time the expenses are incurred; or (2) the rates authorized to be paid to rank and file state employees under the then current State Department of Personnel Administration (DPA) rules. If the rates invoiced are in excess of these authorized rates, then Consultant is responsible for the cost difference and any overpayments shall be reimbursed to County upon demand. For the purposes of this Agreement, only source inspection services reimbursements for mileage and travel and subsistence (per diem) expenses for Consultant or subconsultants shall be allowed.

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

#### **ARTICLE XXX**

**Audit and Inspection of Records:** Consultant shall maintain and make available to the FHWA, the State of California, the California State Auditor, and County or to any duly authorized representative of the United States Department of Transportation, Comptroller General of the United States, or County all books, documents, papers, job cost records, detailed cost estimates, claims, and accounts, including payment, property, payroll, personnel, subconsultant records, and financial records related to or which arise out of the work or under terms of this Agreement. Consultant shall maintain such books, records, data and documents in accordance with generally accepted accounting principles and in accordance with the provisions of ARTICLE XXVII, Compliance with Federal, State and Local Agency Requirements, and ARTICLE XXIX, Cost Principles, above. These books, papers, records, claims and accounts shall be made available for examination during normal business hours and shall be readily available and accessible at Consultant's principal place of business in California, for audit during normal business hours at such place of business. Consultant shall provide office space, photocopies and other assistance to enable audit or inspection representatives to conduct such audits or inspections. This right to audit books and records directly related to this Agreement shall also extend to all subconsultants authorized under this Agreement. Consultant shall incorporate this provision in any subcontract entered into as a result of this Agreement and shall require its subconsultants to agree to cooperate with the listed agencies by making all appropriate and relevant Project records available to those agencies for audit and copying.

#### **ARTICLE XXXI**

**Record Retention:** All of Consultant's books, papers, job cost records, detailed cost estimates, claims, and accounts, including payment, property, payroll, personnel, subconsultant records, and financial records related to or which arise out of the work or under terms of this Agreement shall be retained for access, inspection and/or audit, as applicable, by the United States Department of Transportation, the FHWA, Comptroller General of the United States, the State of California, the California State Auditor and County or their duly

authorized representatives for at least four (4) years after County's final payment to Consultant and all other pending matters are closed. Consultant shall incorporate this provision in any subcontract entered into as a result of this Agreement.

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

#### **ARTICLE XXXII**

**Covenant Against Contingent Fees:** By executing this Agreement, Consultant warrants that it has not employed or retained any company or person, other than a bona fide employee working for Consultant, to solicit or secure this Agreement, and that it has not paid or agreed to pay any company or person, other than a bona fide employee, any fee, commission, percentage, brokerage fee, gift, or any other consideration, contingent upon or resulting from the award or formation of this Agreement. For breach or violation of this warranty, County shall have the right to annul this Agreement without liability or at its discretion to deduct from the Agreement price or consideration, or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift or contingent fee.

The parties hereto have acknowledged this covenant against contingent fees and Consultant has duly executed Exhibit E, marked "Certification of Consultant," and County has duly executed Exhibit F, marked "Certification of Local Agency," both of which exhibits are incorporated herein and made by reference a part hereof.

#### **ARTICLE XXXIII**

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

#### **ARTICLE XXXIV**

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

#### **ARTICLE XXXV**

**Patent Rights:** Applicable patent rights provisions described in 41 CFR 1-9.1 regarding rights to inventions are hereby included in this Agreement as applicable.

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

#### **ARTICLE XXXVI**

**Copyrights:** County may permit copyrighting reports or other Agreement products. If copyrights are permitted, County, FHWA, and the State of California, shall have the royalty-free non-exclusive and irrevocable right to obtain, reproduce, publish, or otherwise use and to authorize others to use the work for Federal Government purposes:

- (a) The copyright in any work developed under this Agreement; and

(b) Any rights of copyright to which Consultant purchases ownership with grant support.

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

#### **ARTICLE XXXVII**

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

#### **ARTICLE XXXVIII**

**Disadvantaged Business Enterprise (DBE) Considerations:** Consultant must give consideration to DBE firms as specified in 23 CFR 172.5(b) and in Appendix A to Part 26 of 49 CFR. Consultant shall ensure that certified DBE firms have the opportunity to participate in the performance of this Agreement and Consultant shall take all necessary and reasonable steps for such assurance.

As applicable, DBE requirements will be discussed at the meeting or telephone conference held to determine the specific services required in a Task order or Work Order. County's Contract Administrator will provide Consultant with the necessary DBE forms and information for use and/or submittal with Consultant's Task Order/Work Order Proposal, fully-executed Task Order/Work Order, or Consultant's final invoice.

#### **ARTICLE XXXIX**

##### **DBE Participation:**

- A. This Agreement is subject to 49 CFR, Part 26 entitled "Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs." It is the policy of County that certified DBE firms shall have the maximum opportunity to participate in the performance of agreements financed in whole or in part with federal funds. Consultant shall ensure that certified DBE firms, as defined in the Code of Federal Regulations, have the maximum opportunity to participate in the performance of this Agreement and shall take all necessary and reasonable steps, as set forth in said Part 26, for such assurance. Consultant, if it obtains DBE participation on this Agreement, will assist Caltrans in meeting its federally mandated statewide overall DBE goal.

Consultant shall prepare and submit a fully-executed "Final Report – Utilization of Disadvantaged Business Enterprises (DBE), First-Tier Subconsultants" form with its final invoice for each Task Order or Work Order issued under this Agreement.

- B. DBE and other small businesses, as defined in 49 CFR, Part 26 are encouraged to participate in the performance of agreements financed in whole or in part with federal funds. Consultant, subrecipient or subconsultant shall not discriminate on the basis of race, color, national origin, or sex in the performance of this Agreement. Consultant shall carry out applicable requirements of 49 CFR, Part 26 in the award and administration of US DOT-assisted agreements. Failure by Consultant to carry

out these requirements is a material breach of this Agreement, which may result in the termination of this Agreement or such other remedy as County deems appropriate.

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

## **ARTICLE XL**

### **Nondiscrimination:**

- A. In connection with its performance under this Agreement, Consultant and its subconsultants, if any, shall comply with all applicable nondiscrimination statutes and regulations during the performance of this Agreement including, but not limited to the following: Consultant, its employees, subconsultants and representatives shall not unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of race, religious creed, color, national origin, ancestry, physical disability, medical condition, mental disability, marital status, age, sex, or denial of family care leave. Consultant and subconsultants, if any are authorized herein, shall insure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. Consultant and subconsultants if any are authorized herein, shall, unless exempt, comply with the applicable provisions of the Fair Employment and Housing Act (Government Code, Sections 12990 et seq.) and applicable regulations promulgated thereunder (California Code of Regulations, Title 2, Sections 7285.0 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code, Section 12990, set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations are incorporated into this Agreement by reference and made a part hereof as if set forth in full. Consultant, its employees, subconsultants and representatives shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other Agreement.
- B. Where applicable, Consultant shall include the nondiscrimination and compliance provisions in any of its agreements that affect or are related to the services performed herein.
- C. The Congress of the United States, the Legislature of the State of California and the Governor of the State of California, each within their respective jurisdictions, have prescribed certain nondiscrimination requirements with respect to contract and other work financed with USDOT FHWA public funds. Consultant agrees to comply with the requirements of Exhibit G, marked "Fair Employment Practices Addendum" and the requirements of Exhibit H, marked "Nondiscrimination Assurances," including Appendices A through D to Exhibit H, both of which exhibits and the four (4) Appendices to Exhibit H are incorporated herein and made by reference a part hereof. Consultant further agrees that any agreement entered into by Consultant with a third party for the performance of Project-related work shall incorporate

Exhibits G and H and Appendices A through D to Exhibit H as essential parts of such agreement to be enforced by that third party as verified by County.

- D. Consultant's signature executing this Agreement shall provide any certifications necessary under the federal laws and the laws of the State of California, including, but not limited to, Government Code Section 12990 and Title 2, California Code of Regulations, Section 8103.

#### **ARTICLE XLI**

**Compliance with Disability Acts:** Consultant shall comply with: (a) Section 504 of the Rehabilitation Act of 1973 which prohibits discrimination on the basis of disability in federally assisted programs; (b) the Americans with Disabilities Act (ADA) of 1990 which prohibits discrimination on the basis of disability irrespective of funding; and (c) all applicable regulations and guidelines issued pursuant to both the Rehabilitation Act and the ADA.

#### **ARTICLE XLII**

##### **Debarment and Suspension Certification:**

- A. Consultant's signature affixed herein, shall constitute a certification under penalty of perjury under the laws of the State of California, that Consultant has complied with Title 2, Code of Federal Regulations, Part 1200, Debarment and Suspension Certificate, which certifies that it or any person associated therewith in the capacity of the owner, partner, director, officer or manager, is not currently under suspension, debarment, voluntary exclusion or determination of ineligibility by any federal agency; has not been suspended, debarred, voluntarily excluded or determined ineligible by any federal agency within the past three (3) years; does not have a proposed debarment pending; and has not been indicted, convicted or had a civil judgment rendered against it by a court of competent jurisdiction in any manner involving fraud or official misconduct within the past three (3) years. Any exceptions to this certification must be disclosed to County.
- B. Exceptions will not necessarily result in denial of recommendation for award, but will be considered in determining Consultant responsibility. Disclosures must indicate to whom exceptions apply, initiating agency and dates of action.
- C. Consultant agrees to include this Article without modification in all subcontracts, if any.

#### **ARTICLE XLIII**

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

- A. Consultant, by its signature herein, certifies to the best of its knowledge and belief that:
  - 1. No state, federal or County appropriated funds have been paid, or will be paid by-or-on behalf of Consultant to any person for influencing or attempting to influence an officer or employee of any state or federal agency; a Member of

the State Legislature or United States Congress; an officer or employee of the Legislature or Congress; or any employee of a Member of the Legislature or Congress, in connection with the awarding of any state or federal contract; the making of any state or federal grant; the making of any state or federal loan; the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any state or federal contract, grant, loan, or cooperative agreement.

2. If any funds other than federal appropriated funds have been paid, or will be paid to any person for influencing or attempting to influence an officer or employee of any federal agency; a Member of Congress; an officer or employee of Congress, or an employee of a Member of Congress; in connection with this federal contract, grant, loan, or cooperative agreement; the Consultant shall complete and submit "Standard Form-LLL, Disclosure of Lobbying Activities," in accordance with its instructions, which form and instructions are attached hereto as Exhibit I and are incorporated herein and made by reference a part hereof.
- B. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.
  - C. Consultant also agrees by signing this document that it shall require that the language of this certification be included in all lower-tier subcontracts, which exceed \$100,000, and that all such subrecipients shall certify and disclose accordingly.

#### **ARTICLE XLIV**

##### **Disputes:**

- A. Any dispute, other than audit, concerning a question of fact arising under this Agreement that is not disposed of by agreement shall be decided by a committee consisting of County's Contract Administrator and the Acting Community Development Agency Director, which may consider written or verbal information submitted by Consultant.
- B. Not later than thirty (30) days after completion of all work under any individual Task Order or Work Order issued pursuant to this Agreement, Consultant may request review by the Board of Supervisors of unresolved claims or disputes, other than audit. The request for review will be submitted in writing.
- C. Neither the pendency of a dispute, nor its consideration by the committee will excuse Consultant from full and timely performance in accordance with the terms of this Agreement.

- D. Consultant's failure to follow this dispute resolution procedure shall constitute a waiver of such claims and a bar to further proceedings.

## **ARTICLE XLV**

### **Audit Review Procedures:**

- A. Any dispute concerning a question of fact arising under an interim or post audit of this Agreement that is not disposed of by agreement, shall be reviewed by County's Chief Fiscal Officer.
- B. Not later than thirty (30) days after issuance of the final audit report, Consultant may request a review by County's Chief Fiscal Officer of unresolved audit issues. The request for review shall be submitted by Consultant in writing.
- C. Neither the pendency of a dispute nor its consideration by County shall excuse the Consultant from full and timely performance, in accordance with the terms of this Agreement.

## **ARTICLE XLVI**

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

## **ARTICLE XLVII**

### **Safety:**

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



## **ARTICLE XLVIII**

### **Claims Filed by County's Construction Contractors:**

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

## **ARTICLE XLIX**

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

## **ARTICLE L**

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

## **ARTICLE LI**

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

## **ARTICLE LII**

**Contracting with Small and Minority Firms and Women's Business Enterprises:** It is a national policy to award a fair share of contracts to small and minority business firms. County is strongly committed to the objectives of this policy and encourages all Consultants to take affirmative steps to ensure such fairness.

1. Consultant shall take all necessary affirmative steps to assure that minority firms, and women's business enterprises are used when possible.
2. Affirmative steps shall include:
  - (a) Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
  - (b) Assuring that small and minority businesses and women's business enterprises are solicited whenever they are potential sources;
  - (c) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority business and women's business enterprises;
  - (d) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority business and women's business enterprises;
  - (e) Using the services and assistance of the Small Business Administration, and the Minority Business Development Agency of the Department of Commerce as appropriate, and
  - (f) Requiring the prime consultant, if subcontracts are to be let, to take the affirmative steps listed in 2 (a) through (e) above.

## **ARTICLE LIII**

**Environmental Compliance:** Consultant shall comply with all applicable standards, orders, or requirements issued under Section 306 of the Clean Air Act (42 U.S.C. 1857(h)); Section 508 of the Clean Water Act (33 U.S.C. 1368); Executive Order 11738; Environmental Protection Agency regulations (40 CFR Part 15); and mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163, 89 Stat. 871).

## **ARTICLE LIV**

### **Equipment Purchase:**

- A. Prior authorization in writing, by County's Contract Administrator shall be required before Consultant enters into any unbudgeted purchase order, or subcontract

exceeding \$5,000 for supplies, equipment, or Consultant services. Consultant shall provide an evaluation of the necessity or desirability of incurring such costs.

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

#### **ARTICLE LV**

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

#### **ARTICLE LVI**

**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 LVII**

**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 LVIII**

**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: 06/19/13 \_\_\_\_\_  
John Kahling, P.E.  
Deputy Director, Engineering  
Construction Unit  
Transportation Division  
Community Development Agency

**Requesting Division Concurrence:**

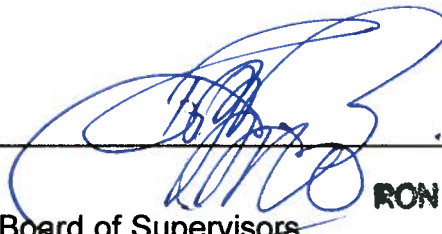
By:  \_\_\_\_\_ Dated: 7/3/13 \_\_\_\_\_  
Bard R. Lower  
Transportation Division Director  
Community Development Agency

**Requesting Department Concurrence:**

By:  \_\_\_\_\_ Dated: 7/5/13 \_\_\_\_\_  
Kimberly A. Kerr, Acting Director  
Community Development Agency

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

-- COUNTY OF EL DORADO --

By:  \_\_\_\_\_  
Board of Supervisors  
"County" **RON BRIGGS**


Dated: 6-25-13

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

By:  \_\_\_\_\_  
Deputy Clerk

Dated: 6-25-13

-- CALTROP CORPORATION --

By:  \_\_\_\_\_  
Javad Rassouli  
Chief Financial Officer  
"Consultant"

Dated: 7/9/13

By:  \_\_\_\_\_  
Alexander Hashtroudi  
Corporate Secretary

Dated: 7/9/13

**CALTROP Corporation**

**Exhibit A**

**Scope of Work**

**Scope of Work Table of Contents**

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**DELIVERABLES:**

Unless otherwise indicated below, and notwithstanding any other provision of this Agreement to the contrary, Consultant shall submit hard copy deliverables via US Mail or in-person delivery and electronic copy deliverables via email to County’s Contract Administrator (CA). All deliverables, whether hard copy or electronic versions, shall be prepared and submitted in accordance with the computer and software requirements of ARTICLE I, 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 CA’s current address is 2441 Headington Road, Placerville, CA 95667 and the current email address is [john.kahling@edcgov.us](mailto:john.kahling@edcgov.us). Changes to County’s CA’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 CA, 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**

Subconsultants shall be identified in the specific service to be provided for each assignment in the individual Task Orders and Work Orders to be issued in accordance with this Agreement.

### **Item of Work A. Pre-Construction Services**

In accordance with County directives and the current editions of the *Caltrans Construction Manual* and the *Caltrans BCRP Manual*, Consultant 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. 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 USB 2.0 jump drive with all digital photographs and videos in the project files. 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 CA 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 CA, and shall facilitate conditional and final acceptance of the SWPPP by issuing rejection or acceptance 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 CA 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**

In accordance with County directives and the current editions of the *Caltrans Construction Manual* and the *Caltrans BCRP Manual*, Consultant and its subconsultant 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 CA 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 a Consultant-provided USB 2.0 jump drive on a weekly basis and keep the jump drive in the project files.

## **Item of Work C. Construction Administration**

In accordance with County's CA's directives and the current editions of the *Caltrans Construction Manual* and the *Caltrans BCRP Manual*, Consultant and its subconsultant 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 CA'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 CA, 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 CA, Consultant shall provide copies of any project correspondence to County's CA via email or fax, as directed by County's CA. 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 CA, 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 CA, 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 CA 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 CA'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 CA'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 CA 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 CA on the first working day thereafter. Consultant shall provide the format for the progress pay estimates to County's CA 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 CA'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 CA) 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 CA) 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**

Consultant 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
- 8) Review of falsework or other temporary construction related engineering systems submitted by 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**

Consultant 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**

In accordance with County's CA's directives and the current edition of the *Caltrans Construction Manual*, Consultant 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 CA within sixty (60) days of final acceptance of project. Consultant shall email the Notice of Acceptance to County's CA within one (1) week of receiving an email request for the Notice of Acceptance by County's CA. Consultant shall email the Proposed Final Estimate to County's CA within one (1) week of receiving an email request for the Proposed Final Estimate from County's CA. 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.

#### **Item of Work G. Landscape Architect**

In accordance with County's CA's directives and the current edition of the *Caltrans Construction Manual*, Consultant shall provide a landscape architect when required by the contract documents or when directed by County's CA.

**Deliverables:** Consultant shall place all data and correspondence pertaining to landscape architecture in the project files within five (5) working days of creating or receiving such data or correspondence.

#### **Item of Work H. Source Inspection**

In accordance with County's CA's directives and the current edition of the *Caltrans Source Inspection Quality Management Plan Outline*, Consultant shall provide a Source Inspection Quality Management Plan (SIQMP) and obtain Caltrans' approval of the SIQMP. Consultant and its subconsultant shall provide all source inspection services when required by the approved SIQMP, the current edition of the *Caltrans Construction Manual*, the contract documents, or when directed by County's CA.

**Deliverables:** Consultant shall submit its SIQMP for Caltrans' approval within thirty (30) days of direction by County's CA. All subsequent resubmittals of SIQMPs shall be made to Caltrans within five (5) working days of receiving comments back from Caltrans on the previous SIQMP submittal. Consultant shall place all data and correspondence pertaining to source inspection in the project files within five (5) working days of creating or receiving such data or correspondence.



## CALTROP Corporation

### Exhibit B Fee Schedule

POSITION	HOURLY BILLING RATE
Resident Engineer, PE	\$160 - \$200
Structures Representative, PE	\$160 - \$200
Assistant Resident Engineer	\$140 - \$170
Assistant Structures Representative	\$140 - \$170
Structures Inspector	\$135 - \$165
Roadway Inspector	\$125 - \$155
Electrical Inspector	\$130 - \$155
Source Inspector	\$135 - \$165
SWPPP Inspector, QSD/QSP	\$125 - \$140
Landscape Inspector - RLA	\$140 - \$150
Landscape Inspector	\$120 - \$135

- Overtime rates for field personnel will be charged in accordance with State and Federal law.
- County will be billed for time and a half overtime at 117% of the hourly billing rate and for double overtime at 144% of the hourly billing rate.

Time and a half overtime 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.

Double overtime 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.

- Field vehicles, computer, and cell phone charges are included in the above hourly billing rates.
- Other direct cost expenses will be charged at cost plus 5% markup for newly issued Task Orders or Work Orders which state in the Task Order or Work Order Description that no federal grant funding is included in the funding to support the authorized task work.
- Other direct cost expenses for newly issued Task Orders or Work Orders which state in the Task Order or Work Order Description that federal grant funding is included in the funding to support the authorized task work will be charged with no 5% markup.
- Prevailing wage rates are in accordance with ARTICLE XIV, Prevailing Wage.
- Mileage, travel, and per diem costs will be reimbursed only for source inspection services performed by Consultant or any authorized subconsultant. Reimbursement for source inspection mileage, travel, and/or per diem expenses for Consultant and for any subconsultants, if applicable, shall be compensated in accordance with the provisions of ARTICLE III, Compensation for Services, of this Agreement.



# Exhibit C

## Sample Invoice

**CALTROP Corporation**  
**9337 Milliken Avenue**  
**Rancho Cucamonga, CA 91730**  
**Phone, Fax, Email Address**

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

Invoice Number	XXXXXX
Invoice Date	Month Day, Year
Project Number	XXXXXX
Agreement Number	XXXXXX

Work Beginning MM/DD/2013 through MM/DD/2013  
 Project Name  
 Agreement for Services # AGMT XX-XXXX  
 Task Order XX-XXXX-XX-XX

Name of your Project Manager

Professional Fees:		Week Ending	Units	Rate	Amount
Activity Code and Task Name (refer to Items of Work)					
1. Employee Name	Sr Tech II	MM/DD/YY	# Hours	XXX.XX	\$X,XXX.XX
	Sr Tech II Overtime	MM/DD/YY	# Hours	XXX.XX	\$X,XXX.XX
2. Employee Name	Senior Engineer	MM/DD/YY	# Hours	XXX.XX	\$X,XXX.XX
3. Employee Name	Associate Engineer	MM/DD/YY	# Hours	XXX.XX	\$X,XXX.XX
4. Employee Name	Proj Administrator	MM/DD/YY	# Hours	XXX.XX	\$X,XXX.XX
<b>Sub-Total</b>			<b># Hours</b>		<b>\$X,XXX.XX</b>
Activity Code and Task Name (refer to Items of Work)					
5. Employee Name	Senior Engineer	MM/DD/YY	# Hours	XXX.XX	\$X,XXX.XX
6. Employee Name	Proj Administrator	MM/DD/YY	# Hours	XXX.XX	\$X,XXX.XX
<b>Sub-Total</b>			<b># Hours</b>		<b>\$X,XXX.XX</b>
<b>Professional Fees Sub-Total</b>			<b># Hours</b>	<b>XXX.XX</b>	<b>\$X,XXX.XX</b>

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

Subconsultant Fees (if applicable):		Name of Subconsultant		
Activity Code and Task Name per Task Order				<b>\$X,XXX.XX</b>
<b>Sub-consultant Sub-Total</b>				<b>\$X,XXX.XX</b>

<b>Total Amount Due This Invoice</b>	<b>\$X,XXX.XX</b>
--------------------------------------	-------------------

Company Name  
Task Order #

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

Invoice Date:

Consultant

Sub-consultant (if applicable)

Items of Work Letter and name of item as shown in Task Order	Activity Code	Budget	Invoiced To Date	Available	Current Invoice	Available Balance**	Actual Progress % *	Sub #1 Budget	Sub #2 Budget	Sub #3 Budget	Invoiced To Date	Available	Sub Current Invoice	Available Balance**	Actual Progress % *	Task Order % of Budget
		\$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!
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 Letter and name of item as shown in Task Order	Activity Code	Classification		Classification		Classification		Classification		Classification		Classification		Classification		Task Order % of Budget
		Budget	Actuals	Budget	Actuals	Budget	Actuals	Budget	Actuals	Budget	Actuals	Budget	Actuals	Budget	Actuals	
		0	0	0	0	0	0	0	0	0	0	0	0	0	0	#DIV/0!
Totals		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

\* 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: \_\_\_\_\_

0.0 Budget  
0.0 Actual  
0.0 Balance    #DIV/0!

**CALTROP Corporation**

**Exhibit E**

**CERTIFICATION OF CONSULTANT**

I HEREBY CERTIFY that I am the Chief Financial Officer and duly authorized representative of the firm of CALTROP Corporation, whose address is 9337 Milliken Avenue, Rancho Cucamonga, California 91730, and that, except as hereby expressly stated, neither I nor the above firm that I represent have:

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

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

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

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

7/2/13  
(Date)

Javad Rassouli  
Javad Rassouli  
Chief Financial Officer

# CALTROP Corporation

## Exhibit F


### CERTIFICATION OF LOCAL AGENCY

I HEREBY CERTIFY that I am the Acting Director of the Community Development Agency of the County of El Dorado, and that the consulting firm of Consultant or its representative has not been required (except as herein expressly stated), directly or indirectly, as an express or implied condition in connection with obtaining or carrying out this Agreement to:

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

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

7/5/13  
(Date)

  
\_\_\_\_\_  
Kimberly A, Kerr, Acting Director  
Community Development Agency

# CALTROP Corporation

## Exhibit G

### FAIR EMPLOYMENT PRACTICES ADDENDUM

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

2. Consultant, its consultant(s) and all subconsultants shall comply with the provisions of the Fair Employment and Housing Act (Government Code Section 12900 et seq.), and the applicable regulations promulgated thereunder (California Code of Regulations, Title 2, Section 7285.0 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code, Section 12900(a-f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations are incorporated into this Agreement by reference and made a part hereof as if set forth in full. Each of Consultant's consultants and all subconsultants shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreements, as appropriate.

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

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

5. Remedies for Willful Violation:

(a) County may determine a willful violation of the Fair Employment provision to have occurred upon receipt of a final judgment to that effect from a court in an action to which Consultant was a party, or upon receipt of a written notice from the Fair Employment and Housing Commission that it has investigated and determined that Consultant has violated the Fair Employment Practices Act and had issued an order under Labor Code Section 1426 which has become final or has obtained an injunction under Labor Code Section 1429.

# **CALTROP Corporation**

## **Exhibit G**

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

# CALTROP Corporation

## Exhibit H

### NONDISCRIMINATION ASSURANCES

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

More specifically, and without limiting the above general assurance, Consultant hereby gives the following specific assurances with respect to its Federal-aid Program:

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

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

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

3. That Consultant shall insert the clauses of Appendix A of this assurance in every agreement subject to the Act and the Regulations.

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

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

# CALTROP Corporation

## Exhibit H

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

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

Appendix C;

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

Appendix D;

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

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

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

(b) The period during which Consultant retains ownership or possession of the property.

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

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

11. Consultant shall not discriminate on the basis of race, religion, age, disability, color, national origin or sex in the award and performance of any State assisted agreement or in the administration of County's DBE Program or the requirements of 49 CFR Part 26. Consultant shall take all necessary and reasonable steps under 49 CFR Part 26 to ensure nondiscrimination in the award and administration of State assisted agreements. County's DBE Program Implementation Agreement is incorporated by reference in this Agreement. Implementation of this Program is a legal obligation and failure to carry out



# **CALTROP Corporation**

## **Exhibit H**

its terms shall be treated as a violation of this Agreement. Upon notification to County of its failure to carry out its approved DBE Program Implementation Agreement, State may impose sanctions as provided for under 49 CFR Part 26 and may, in appropriate cases, refer the matter for enforcement under 18 USC 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 USC 3801 et seq.).

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

# **CALTROP Corporation**

## **Appendix A to Exhibit H**

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

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

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

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

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

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

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

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

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

**CALTROP Corporation**  
**Appendix B to Exhibit H**  
**(Not Applicable)**

**CALTROP Corporation**  
**Appendix C to Exhibit H**  
**(Not Applicable)**

**CALTROP Corporation**  
**Appendix D to Exhibit H**  
**(Not Applicable)**

CALTROP Corporation

Exhibit I

DISCLOSURE OF LOBBYING ACTIVITIES

COMPLETE THIS FORM TO DISCLOSE LOBBYING ACTIVITIES PURSUANT TO 31 U.S.C. 1352

1. Type of Federal Action:

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

2. Status of Federal Action:

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

3. Report Type:

- a. initial
b. material change

For Material Change Only:

year quarter
date of last report

4. Name and Address of Reporting Entity

- Prime
Subawardee
Tier, if known

Congressional District, if known

6. Federal Department/Agency:

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

Congressional District, if known

7. Federal Program Name/Description:

CFDA Number, if applicable

8. Federal Action Number, if known:

9. Award Amount, if known:

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

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

(attach Continuation Sheet(s) if necessary)

11. Amount of Payment (check all that apply)

\$ actual planned

13. Type of Payment (check all that apply)

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

12. Form of Payment (check all that apply):

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

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

(attach Continuation Sheet(s) if necessary)

15. Continuation Sheet(s) attached: Yes No

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

Signature: Javad Rassouli

Print Name: JAVAD RASSOULI

Title: CFO

Telephone No.: 209-256-8110 Date: 7/2/13

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Standard Form - LLL

Federal Use Only:

Standard Form LLL Rev. 04-28-06

Distribution: Orig- Local Agency Project Files

# CALTROP Corporation

## Exhibit I

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

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

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

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