

## **Burne Engineering Services, Inc.**

### **Structural Design and Geotechnical Support Services for the Oak Hill Road at Squaw Hollow Creek – Bridge Replacement Project**

#### **AGREEMENT FOR SERVICES #279-S1711**

**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 Burne Engineering Services, Inc., a corporation duly qualified to conduct business in the State of California, whose principal place of business is 5047 Robert J Mathews Parkway, #600, El Dorado Hills, California 95762 (hereinafter referred to as "CONSULTANT");

#### **R E C I T A L S**

**WHEREAS**, COUNTY has determined that it is necessary to obtain a consultant to assist its Community Development Agency with structural design and geotechnical support services for the Oak Hill Road at Squaw Hollow Creek – Bridge Replacement Project;

**WHEREAS**, CONSULTANT has represented to COUNTY that it is specially trained, experienced, expert, and competent to perform the special services required hereunder, and COUNTY has determined to rely upon such representations;

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

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

**NOW, THEREFORE**, COUNTY and CONSULTANT mutually agree as follows:

#### **ARTICLE I**

##### **Scope of Services:**

- A. CONSULTANT's services are to be provided specifically in support of the Oak Hill Road at Squaw Hollow Creek – Bridge Replacement Project (hereinafter referred to as "Project").
- B. CONSULTANT shall perform all professional and technical services, work, and tasks required to accomplish the objectives set forth herein, and shall provide and make available CONSULTANT's own personnel, subconsultants, materials,

equipment, vehicles, and services necessary to perform structural design and geotechnical support services for the Project. 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.

Unless otherwise indicated below, and notwithstanding any other provision of this Agreement to the contrary, deliverables for the specific Tasks to be provided under the Scope of Work hereto, as specified in Exhibit A, shall be prepared using the software described in this Article and shall be submitted in accordance with the timeframes and formats specified in Exhibit A. Adjustments to the completion times specified in Exhibit A may only be made in accordance with the prior written approval (may consist of an email) from COUNTY's Contract Administrator, or designee.

- C. In addition to the specific services identified in Exhibit A, this Agreement may also include Optional Tasks, as subsequently identified during the course of work under this Agreement by COUNTY's Contract Administrator. Such Optional Tasks may supplement or modify the Scope of Work identified in Exhibit A hereto or may include, but not be limited to, additional items of work that are deemed critical by COUNTY's Contract Administrator to the furtherance of completing the Project.

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

The specific services for each Optional Task assignment shall be determined at a meeting or telephone conference between CONSULTANT and COUNTY's Contract Administrator, or designee, to discuss the needs, applicable design standards, required deliverables, specific CONSULTANT staff, subconsultants, any necessary permits, and any task-related mileage budget, if applicable, on a task-by-task basis. Within an agreed timeframe as determined by COUNTY's Contract Administrator, following the meeting or telephone conference, CONSULTANT shall provide COUNTY's Contract Administrator with a written scope of work for the Optional Tasks, a schedule including a list of tasks with completion dates, a target completion date for the overall scope of work, and a not-to-exceed cost itemization to complete the work (resulting in a Work Order), which shall require written approval, authorization, and written notification to proceed from COUNTY's Contract Administrator, prior to commencement of the work. No payment will be made for any Optional Task work performed prior to approval and full execution of the Work Order, and no payment will be made for amounts in excess of the not-to-exceed amount of the 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 Work Orders and Work Order Amendments, as applicable, on CONSULTANT's behalf. CONSULTANT's notification of

individuals authorized to execute Work Orders and Work Order Amendments on CONSULTANT's behalf shall be communicated to COUNTY in accordance with the provisions of ARTICLE XXIX, Notice to Parties, of this Agreement.

The period of performance for Work Orders issued for Optional Tasks, if any, shall be in accordance with dates specified in each Work Order. No payment will be made for any work performed before or after the period of performance in the Work Order, unless COUNTY's Contract Administrator and CONSULTANT amend the Work Order. No Work Order will be written which extends beyond the expiration date of this Agreement, or which exceeds the cumulative total of the Optional Tasks Estimate amount.

- D. COUNTY shall review CONSULTANT's progress at key points as specified in Exhibit A and in each Work Order issued for Optional Tasks, if any. Milestone reviews shall be performed for the specific products and deliverables listed in Exhibit A and in each Work Order, as applicable. Milestones may only be changed by written agreement (may consist of an email) between COUNTY's Contract Administrator, or designee, and CONSULTANT's Project Manager.
- E. If a submittal, unsigned deliverable, or Work Order deliverable is required to be an electronic file, CONSULTANT shall produce the file using Microsoft (MS) Office 2010 applications (specifically, MS Word, MS Project, and MS Excel). Signed reports and deliverables shall be submitted in Adobe portable document format (pdf). All plans, specifications, and similar documents shall be produced and submitted in AutoCAD 2010 format. Electronic copies shall be provided on CD or via email. Photographs shall be provided in jpg format. All deliverables shall be submitted in a 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 engineering software used for analytical purposes may be authorized if approved by COUNTY's Contract Administrator in accordance with the completion time schedules identified in Exhibit A or in the individual Work Orders, if any, that may be issued for Optional Tasks.

CONSULTANT shall submit all deliverables to COUNTY's Contract Administrator in accordance with completion time schedules identified in Exhibit A or as specified in the individual Work Orders that may be issued for Optional Tasks, if any, pursuant to this Agreement. Failure to submit the required deliverables in the format required shall be grounds for termination of the Agreement, as provided in ARTICLE VI, Termination herein.

- F. CONSULTANT's responsibilities for compliance with Disadvantaged Business Enterprise (DBE) requirements are described in ARTICLE XLVI, Disadvantaged Business Enterprise (DBE) Considerations, and in ARTICLE XLVII, DBE Participation, herein.

All of the services included in this Article and Exhibit A 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**

**Compensation for Services:** For services provided herein, including all of the deliverables described in Exhibit A and in the individual Work Orders issued pursuant to this Agreement, and including all of the forms and reports required under the DBE provisions of this Agreement; and including the progress reports required by ARTICLE III, Progress Reports, below, COUNTY agrees to pay CONSULTANT in arrears. Payment shall be made within forty-five (45) days following COUNTY's receipt and approval of itemized invoices detailing services rendered.

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

Other direct costs including special reproductions, delivery charges, and other outside services authorized herein, shall be invoiced at subconsultants's cost, for the services rendered. Any invoices that include other direct costs shall be accompanied by backup documentation to substantiate subconsultant's costs for the services being billed on those invoices. For purposes of this Agreement, other direct costs for CONSULTANT will not be reimbursed.

Travel costs (i.e., overnight lodging, meals, parking, airfare, bridge tolls, and other per diem expenses) will not be reimbursed as a direct cost for any services performed under this Agreement by CONSULTANT or by any authorized subconsultants. The total amount payable by COUNTY for an individual Work Order shall not exceed the amount agreed to in the Work Order, unless COUNTY's Contract Administrator and CONSULTANT amend the Work Order in writing and prior to the performance of the work.

Cost Proposals shall be submitted for each Work Order. Cost Proposals are subject to an audit or Certified Public Accountant Indirect Cost Audit Workpaper Review and are more fully described in ARTICLE IX, Audit Review Procedures.

For the purposes of budgeting the items of work identified in Exhibit A, the maximum allowable billing amounts for each item of work are described in Exhibit C, marked "Cost Estimate," incorporated herein and made by reference a part hereof. The amounts indicated in Exhibit C represent the composition of the total not-to-exceed budget for the various tasks. In the performance of the Scope of Work to be provided under this Agreement, CONSULTANT may request to reallocate the expenses listed in Exhibit C among the various Scope of Work Tasks, items of work, Optional Tasks, subconsultants, and subconsultant's Other Direct Costs identified therein, subject to COUNTY's Contract Administrator's prior written approval. In no event shall the total not-to-exceed amount of the Agreement be exceeded.

In accordance with ARTICLE XII, State Prevailing Wage Rates, CONSULTANT shall provide COUNTY's Contract Administrator with certified payroll for applicable personnel

for the period for which payment is requested and such certified payroll shall accompany each invoice submitted. The certified payroll shall contain information related only to the applicable Project. No invoice shall be paid until the certified payroll is submitted. CONSULTANT shall keep payroll records in accordance with California Labor Code Section 1776.

### **ARTICLE III**

**Progress Reports:** CONSULTANT shall submit written progress reports to COUNTY'S Contract Administrator at intervals that are commensurate with the requirements of the Tasks and items of work being performed and based upon a mutually agreeable schedule. At a minimum, CONSULTANT shall submit progress reports once per month. The reports shall be sufficiently detailed for COUNTY's Contract Administrator to determine if CONSULTANT is performing to expectations and is on schedule, to provide communication of interim findings, and to afford occasions for airing difficulties or special circumstances encountered so that remedies can be developed. COUNTY's review of these reports will ensure that CONSULTANT's work meets a level of acceptability as determined by COUNTY's Contract Administrator, and CONSULTANT shall be required to modify its work as necessary to meet that level of acceptability as defined by COUNTY's Contract Administrator. Separate detail shall be provided for each ongoing Work Order, if any, issued pursuant to this Agreement. Progress reports shall include the total number of hours worked by CONSULTANT and any authorized subconsultants and shall include descriptions of the Tasks and items of work performed, including a description of any deliverables submitted during the reporting period and the anticipated Tasks, items of work, and deliverables proposed for the subsequent reporting period.

Any invoices submitted by CONSULTANT for payment under the terms of this Agreement shall include copies of the progress reports that relate to the services being billed on those invoices.

### **ARTICLE IV**

#### **Performance Period:**

- A. This Agreement shall go into effect upon execution, contingent upon approval by COUNTY, and CONSULTANT shall commence work after receipt of the fully-executed Agreement from COUNTY. The Agreement shall end five (5) years thereafter, unless extended by an amendment to the Agreement.
- B. CONSULTANT is advised that any recommendation for award of this Agreement is not binding on COUNTY until the Agreement is fully executed and approved by COUNTY.

### **ARTICLE V**

#### **Allowable Costs and Payments:**

- A. The method of payment for this Agreement will be based on actual cost plus a fixed fee. COUNTY will reimburse CONSULTANT for actual costs (including labor costs, employee benefits, travel, equipment rental costs, overhead and other direct costs, if

applicable) incurred by CONSULTANT in performance of the work. CONSULTANT will not be reimbursed for actual costs that exceed the estimated wage rates, employee benefits, travel, equipment rental, overhead, and other estimated costs set forth in the approved CONSULTANT'S Cost Proposal, unless additional reimbursement is provided for by contract amendment. In no event will CONSULTANT be reimbursed for overhead costs at a rate that exceeds COUNTY's approved overhead rate set forth in the Cost Proposal. In the event that COUNTY determines that a change to the work from that specified in the Cost Proposal and Agreement is required, the contract time or actual costs reimbursable by COUNTY shall be adjusted by contract amendment to accommodate the changed work. The maximum total cost as specified in Paragraph "H" shall not be exceeded, unless authorized by an amendment to the Agreement.

- B. In addition to the allowable incurred costs, COUNTY will pay CONSULTANT a fixed fee of \$13,726.45. The fixed fee is nonadjustable for the term of the Agreement, except in the event of a significant change in the scope of work and such adjustment is made by an amendment to the Agreement.
- C. Reimbursement for transportation and subsistence costs shall not exceed the rates specified in the approved Cost Proposal.
- D. When milestone cost estimates are included in the approved Cost Proposal, CONSULTANT shall obtain prior written approval for a revised milestone cost estimate from COUNTY's Contract Administrator before exceeding such cost estimate.
- E. Progress payments will be made in arrears based on services provided and allowable incurred costs. A pro rata portion of CONSULTANT's fixed fee will be included in the monthly progress payments. If CONSULTANT fails to submit the required deliverable items according to the schedule set forth in the Scope of Work, COUNTY shall have the right to delay payment or terminate this Contract in accordance with the provisions of ARTICLE VI, Termination.
- F. No payment will be made prior to approval of any work, nor for any work performed prior to approval of this Agreement.
- G. CONSULTANT will be reimbursed, as promptly as fiscal procedures will permit upon receipt by COUNTY's Contract Administrator of itemized invoices. Invoices shall be submitted no later than forty-five (45) calendar days after the performance of work for which CONSULTANT is billing. Invoices shall detail the work performed on each milestone of the Project. Invoices shall follow the format stipulated for the approved Cost Proposal and shall reference this Agreement number, Project title, the Work Breakdown Structure (WBS) Activity Identification Codes (Activity IDs) applicable for each Task or Item of Work, and shall include the beginning and ending dates of the overall period of service. The final invoice must contain the final cost and all credits due COUNTY including any equipment purchased under the provisions of ARTICLE XI, Equipment Purchase, of this Agreement. The final invoice should be submitted within sixty (60) calendar days after completion of CONSULTANT's work. 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.: Stephanie Lisius  
Administrative Technician

or to such other location as COUNTY directs.

- H. The total amount payable by COUNTY, including the fixed fee, shall not exceed \$176,890.90.
- I. Salary increases will be reimbursable if the new salary is within the salary range identified in the approved Cost Proposal and is approved by COUNTY's Contract Administrator.

For personnel subject to prevailing wage rates as described in the California Labor Code, all salary increases, which are the direct result of changes in the prevailing wage rates are reimbursable.

- J. All subcontracts in excess of \$25,000 shall contain the above provisions.

## **ARTICLE VI**

### **Termination:**

- A. COUNTY reserves the right to terminate this Agreement, or any Work Order issued pursuant to this Agreement, upon thirty (30) calendar days written notice to CONSULTANT with the reasons for termination stated in the Notice of Termination. 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 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.
- B. COUNTY may terminate this Agreement with CONSULTANT should CONSULTANT fail to perform the covenants herein contained at the time and in the manner herein provided. In the event of such termination, COUNTY may proceed with the work in any manner deemed proper by COUNTY. If COUNTY terminates this Agreement with CONSULTANT, COUNTY shall pay CONSULTANT the sum due to CONSULTANT under this Agreement prior to termination, unless the cost of completion to COUNTY exceeds the funds remaining in the Agreement. In which case the overage shall be deducted from any sum due CONSULTANT under this Agreement and the balance, if any, shall be paid to CONSULTANT upon demand.

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

- E. Bankruptcy: This Agreement, at the option of COUNTY, shall be terminable in the case of bankruptcy, voluntary or involuntary, or insolvency of CONSULTANT.
- F. 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.
- G. Termination or Cancellation without Cause: 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.
- H. Completion of Work: In the event of termination of the Agreement, for default or without cause, COUNTY reserves the right to take over and complete any work, service, or task by contract or by other means.

## **ARTICLE VII**

### **Cost Principles and Administrative Requirements:**

- A. CONSULTANT agrees that the Contract Cost Principles and Procedures, 48 C.F.R. Federal Acquisition Regulations System, Chapter 1, § 31.000 et seq., shall be used to determine the cost allowability of individual items.
- B. CONSULTANT also agrees to comply with federal procedures in accordance with 49 C.F.R., §18, Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments.



- C. Any costs for which payment has been made to CONSULTANT that are determined by subsequent audit to be unallowable under 49 C.F.R., § 18 and 48 C.F.R. Federal Acquisition Regulations System, Chapter 1, § 31.000 et seq., are subject to repayment by CONSULTANT to COUNTY.
- D. All subcontracts in excess of \$25,000 shall contain the above provisions.
- E. 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 subconsultant's claims 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 of California Department of Human Resources rates. 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 mileage expenses for CONSULTANT and for subconsultants, if applicable, shall be eligible for reimbursement in accordance with ARTICLE II, Compensation for Services, above. No reimbursements for travel and subsistence (per diem) expenses for CONSULTANT or subconsultants shall be allowed.
- F. 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 VIII**

**Retention of Records/Audit:** For the purpose of determining compliance with Public Contract Code Section 10115, et seq. and Title 21, California Code of Regulations, Chapter 21, Section 2500 et seq., when applicable and other matters connected with the performance of the Agreement pursuant to Government Code Section 8546.7, CONSULTANT, subconsultants, and COUNTY shall maintain and make available for inspection all books, documents, papers, accounting records, and other evidence pertaining to the performance of the Agreement, including but not limited to, the costs of administering the Agreement. All parties shall make such materials available at their respective offices at all reasonable times during the Agreement period and for three (3) years from the date of final payment under the Agreement. The state, State Auditor, COUNTY, FHWA, or any duly authorized representative of the Federal Government shall have access to any books, records, and documents of CONSULTANT and its certified public accountants (CPA) work papers that are pertinent to the Agreement and indirect cost rates (ICR) for audit, examinations, excerpts, and transactions, and copies thereof shall be furnished if requested. Subcontracts in excess of \$25,000 shall contain this provision.

## **ARTICLE IX**

### **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 in writing.
- C. Neither the pendency of a dispute nor its consideration by COUNTY shall excuse CONSULTANT from full and timely performance, in accordance with the terms of this Agreement.
- D. CONSULTANT and subconsultant contracts, including cost proposals and ICR, are subject to audits or reviews such as, but not limited to, a contract audit, an incurred cost audit, an ICR Audit, or a CPA ICR audit work paper review. If selected for audit or review, the Agreement, cost proposal and ICR, and related work papers, if applicable, will be reviewed to verify compliance with 48 C.F.R., § 31 and other related laws and regulations. In the instances of a CPA ICR audit work paper review, it is CONSULTANT's responsibility to ensure federal, state, or local government officials are allowed full access to the CPA's work papers including making copies as necessary. The Agreement, cost proposal, and ICR shall be adjusted by CONSULTANT and approved by COUNTY's Contract Administrator to conform to the audit or review recommendations. CONSULTANT agrees that individual terms of costs identified in the audit report shall be incorporated into the Agreement by this reference if directed by COUNTY at its sole discretion. Refusal by CONSULTANT to incorporate audit or review recommendations, or to ensure that the federal, state, or local governments have access to CPA work papers, will be considered a breach of contract terms and cause for termination of the Agreement and disallowance of prior reimbursed costs.

The provisional ICR will apply to this Agreement and all other contracts executed between COUNTY and CONSULTANT, either as a prime or subconsultant, with the same fiscal period ICR.

## **ARTICLE X**

### **Subcontracting:**

- A. Nothing contained in this Agreement or otherwise, shall create any contractual relation between COUNTY and any subconsultant(s), and no subcontract shall relieve CONSULTANT of its responsibilities and obligations hereunder. CONSULTANT agrees to be as fully responsible to COUNTY for the acts and omissions of its subconsultant(s) and of persons either directly or indirectly employed by any of them as it is for the acts and omissions of persons directly employed by CONSULTANT. CONSULTANT's obligation to pay its subconsultant(s) is an independent obligation from COUNTY'S obligation to make payments to the CONSULTANT.

- B. CONSULTANT shall perform the work contemplated with resources available within its own organization and no portion of the work pertinent to this Agreement shall be subcontracted without prior written authorization by COUNTY's Contract Administrator, except that, which is expressly identified in the approved Cost Proposal.
- C. CONSULTANT shall pay its subconsultants within ten (10) calendar days from receipt of each payment made to CONSULTANT by COUNTY.
- D. Any subcontract in excess of \$25,000 entered into as a result of this Agreement shall contain all the provisions stipulated in this Agreement to be applicable to subconsultants.
- E. Any substitution of subconsultant(s) must be approved in writing by COUNTY's Contract Administrator prior to the start of work by the subconsultant(s).
- F. 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. COUNTY may, at its sole discretion, through its Contract Administrator, authorize CONSULTANT to utilize subconsultants for services performed in Exhibit A, for the particular tasks, work, and deliverables identified therein or as identified in the individual 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 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.

## **ARTICLE XI**

### **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 COUNTY and CONSULTANT, if it is determined to sell the equipment, the terms and conditions of such sale must be approved in advance by COUNTY." 49 C.F.R. § 18 requires a credit to Federal funds when participating equipment with a fair market value greater than \$5,000 is credited to the project.
- D. All subcontracts in excess of \$25,000 shall contain the above provisions.

## **ARTICLE XII**

### **State Prevailing Wage Rates:**

- A. CONSULTANT shall comply with the State of California's General Prevailing Wage Rate requirements in accordance with California Labor Code Section 1770, and all Federal, State, and local laws and ordinances applicable to the work. In accordance with the provisions of Labor Code Section 1810, eight (8) hours of labor shall constitute a legal day's work upon all work done hereunder, and CONSULTANT and any subcontractor authorized under this Agreement shall also conform to and be bound by the provisions of Labor Code Sections 1810 through 1815.
- B. Any subcontract entered into as a result of this Agreement, if for more than \$25,000 for public works construction or more than \$15,000 for the alteration, demolition, repair, or maintenance of public works, shall contain all of the provisions of this Article.
- C. When prevailing wages apply to the services described in the scope of work, transportation and subsistence costs shall be reimbursed at the minimum rates set by the Department of Industrial Relations (DIR) as outlined in the applicable Prevailing Wage Determination. See <http://www.dir.ca.gov>.
- D. The employment of any apprentices shall be in accordance with California Labor Code Section 1777.5.

**Note:** The Federal "Payment of Predetermined Minimum Wage" applies only to federal-aid construction contracts.

## **ARTICLE XIII**

### **Conflict Of Interest:**

- A. CONSULTANT shall disclose any financial, business, or other relationship with COUNTY that may have an impact upon the outcome of this Agreement, or any ensuing COUNTY construction project. CONSULTANT shall also list current clients who may have a financial interest in the outcome of this Agreement, or any ensuing COUNTY construction project, that will follow. CONSULTANT has acknowledged this interest and CONSULTANT has duly executed Exhibit D, marked "Interest of Consultant Disclosure Statement," incorporated herein and made by reference a part hereof.
- B. CONSULTANT hereby certifies that it does not now have, nor shall it acquire, any financial or business interest that would conflict with the performance of services under this Agreement.
- C. Any subcontract in excess of \$25,000 entered into as a result of this Agreement, shall contain all of the provisions of this Article.
- D. CONSULTANT hereby certifies that neither CONSULTANT, nor any firm affiliated with CONSULTANT will bid on any construction contract, or on any contract to provide construction inspection for any construction project resulting from this Agreement. An affiliated firm is one that is subject to the control of the same persons through joint-ownership, or otherwise.
- E. Except for subconsultants whose services are limited to providing surveying or materials testing information, no subconsultant who has provided design services in connection with this Agreement shall be eligible to bid on any construction contract, or on any contract to provide construction inspection for any construction project resulting from this Agreement.
- F. The parties to this Agreement have read and are aware of the provisions of Government Code Section 1090 et seq. and Section 87100 relating to conflict of interest of public officers and employees. CONSULTANT attests that it has no current business or financial relationship with any COUNTY employee(s) that would constitute a conflict of interest with provision of services under this Agreement and will not enter into any such business or financial relationship with any such employee(s) during the term of this Agreement. COUNTY represents that it is unaware of any financial or economic interest of any public officer or employee of CONSULTANT relating to this Agreement. It is further understood and agreed that if such a financial interest does exist at the inception of this Agreement either party may immediately terminate this Agreement by giving written notice as detailed in ARTICLE VI, Termination, herein.

## **ARTICLE XIV**

### **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 sole discretion to terminate the Agreement without liability; to pay only for the value of the work actually performed; to deduct from the Agreement price; or otherwise recover the full amount of such rebate, kickback, or other unlawful consideration.

## **ARTICLE XV**

### **Prohibition of Expending COUNTY, State, or Federal Funds For Lobbying:**

A. CONSULTANT certifies to the best of his or her knowledge and belief that:

1. No state, federal, or local agency 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, 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 E 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 he or she shall require that the language of this certification be included in all lower-tier subcontracts, which exceed \$100,000 and that all such sub recipients shall certify and disclose accordingly.

## **ARTICLE XVI**

### **Statement of Compliance:**

A. CONSULTANT's signature affixed herein, and dated, shall constitute a certification under penalty of perjury under the laws of the State of California that CONSULTANT has, unless exempt, complied with, the nondiscrimination program requirements of Government Code Section 12990 and Title 2, California Administrative Code, Section 8103.

- B. During the performance of this Agreement, CONSULTANT and its subconsultants shall not unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status of any person. CONSULTANT and subconsultants shall insure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. CONSULTANT and subconsultants shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code §12900 et seq.) and the applicable regulations promulgated there under (California Code of Regulations, Title 2, Section 7285 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code Section 12900, 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 and its subconsultants shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other Agreement.
- C. CONSULTANT shall comply with regulations relative to Title VI (nondiscrimination in federally-assisted programs of the Department of Transportation – Title 49 Code of Federal Regulations, Part 21 - Effectuation of Title VI of the 1964 Civil Rights Act). Title VI provides that the recipients of federal assistance will implement and maintain a policy of nondiscrimination in which no person in the state of California shall, on the basis of race, color, national origin, religion, sex, age, disability, be excluded from participation in, denied the benefits of or subject to discrimination under any program or activity by the recipients of federal assistance or their assignees and successors in interest.
- D. CONSULTANT, with regard to the work performed by it during the Agreement shall act in accordance with Title VI. Specifically, CONSULTANT shall not discriminate on the basis of race, color, national origin, religion, sex, age, or disability in the selection and retention of subconsultants, including procurement of materials and leases of equipment. CONSULTANT shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the U.S. DOT's Regulations, including employment practices when the Agreement covers a program whose goal is employment.
- E. CONSULTANT certifies that it provides a drug-free workplace in accordance with California Government Code Section 8355.

## **ARTICLE XVII**

### **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 C.F.R., § 180, "OMB Guidelines to Agencies on Government

wide Debarment and Suspension (nonprocurement),” which certifies that he/she or any person associated therewith in the capacity of 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 matter 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, the initiating agency, and dates of action.
- C. Exceptions to the Federal Government Excluded Parties List System maintained by the General Services Administration are to be determined by the Federal Highway Administration.

#### **ARTICLE XVIII**

**Taxes:** CONSULTANT certifies that as of today’s date, it is not in default on any unsecured property taxes or other taxes or fees owed by CONSULTANT to COUNTY. CONSULTANT agrees that it shall not default on any obligations to COUNTY during the term of this Agreement.

#### **ARTICLE XIX**

**Standards for Work:** Structural design services rendered under this Agreement shall be performed in accordance with the guidelines set forth in the current edition of the *Caltrans Bridge Design Aids, Caltrans Bridge Design Details, Caltrans Bridge Design Practice, Caltrans Bridge Design Specifications, Caltrans Bridge Memo to Designers, Caltrans Bridge Standard Detail Sheets, Caltrans Seismic Design Criteria, Caltrans Highway Design Manual*, in addition to the *AASHTO LRFD Bridge Design Specifications - Sixth Edition with California Amendments*, 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.

Geotechnical testing 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 Foundation Manual, Caltrans Bridge Construction Records and Procedures Manual, Caltrans Independent Assurance Manual, Caltrans Materials Testing Manual, Caltrans Local Assistance Procedures Manual and Local Assistance Program Guidelines, Caltrans Engineering Services Manuals*, the El Dorado County Department of Transportation’s Quality Assurance Program, American Association of State Highway and Transportation Officials, American Society for Testing



and Materials' testing procedures, California Building Standards Code, and all other applicable Caltrans, 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 of California.

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 Caltrans for review and approval at the appropriate stages specified in the Work Orders issued pursuant to the Agreement 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 XX**

**Quality Control:** CONSULTANT shall have a quality control plan in effect during the entire time work is being performed under this Agreement. Upon request, CONSULTANT shall provide COUNTY with a general overview of CONSULTANT's quality control plan in the form of a written outline. CONSULTANT shall also identify critical quality control reviews for the major deliverables within item of work assigned. The plan shall take into account the following:

- A. The plan shall establish a process whereby calculations and plans are independently checked, corrected, and back-checked, all draft and final reports are reviewed for accuracy, completeness, and readability before submittal, and all job-related correspondence and memoranda are routed and received by affected persons and then filed in the appropriate item of work project file.
- B. CONSULTANT is responsible for the accuracy and completeness of all data, plans, specifications, and estimates prepared by CONSULTANT under this Agreement and shall check all such material accordingly.

- C. Plans, designs, estimates, calculations, reports and other documents furnished under this Agreement shall be of a quality acceptable to COUNTY's Contract Administrator.
- D. A design, estimate, calculation, report, or other document furnished under each item of work assigned is of acceptable quality when it is neat in appearance, well-organized, technically and grammatically correct, and checked.
- E. The minimum standard of appearance, organization, and content of any drawings and reports shall be that of similar types utilized by COUNTY. COUNTY will provide examples to CONSULTANT upon request.
- F. The page identifying the preparer of engineering reports, the title sheet for specifications, and each sheet of plans shall bear the professional seal, certificate number, registration classification, expiration date of the certificate, and the signature of the professional engineers responsible for its preparation.
- G. CONSULTANT shall maintain a complete project file for each item of work performed under this Agreement. This file shall be made available to COUNTY's Contract Administrator, or designee, during normal COUNTY working hours and shall be transferred to COUNTY upon completion of work under the Agreement.
- H. COUNTY's Contract Administrator shall decide all questions pertaining to the quality or acceptability of deliverables furnished and work performed under this Agreement.

## **ARTICLE XXI**

**Licenses:** CONSULTANT hereby represents and warrants that CONSULTANT and any of its subconsultants employed under this Agreement has all the applicable licenses, permits, and certifications that are legally required for CONSULTANT and its subconsultants to practice its profession or provide the services or work contemplated under this Agreement in the State of California. CONSULTANT and its subconsultants shall obtain or maintain said applicable licenses, permits, or certificates in good standing throughout the term of this Agreement.

## **ARTICLE XXII**

**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 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 prior 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 XXIII**

**CONSULTANT's Project Manager:** CONSULTANT designates Molly Iley, Project 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 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 XXIV**

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

## **ARTICLE XXV**

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

## **ARTICLE XXVI**

### **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 Community Development Agency or to such person with COUNTY's consent for the purpose of, and in the performance of, this Agreement.

- B. Permission granted by COUNTY to disclose information on one occasion 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 XXVII**

**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 subcontractors, 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 XXVIII**

**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 and/or any Work Order issued pursuant to this Agreement may be deemed to be canceled in its entirety subject to payment for services performed prior to cancellation.

#### **ARTICLE XXIX**

**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  
Headington Engineering Unit

With a copy to:

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

Attn.: Michele Weimer  
Administrative Services Officer  
Contracts & Procurement Unit

or to such other location as COUNTY directs.

Notices to CONSULTANT shall be addressed as follows:

Burne Engineering Services, Inc.  
5047 Robert J Mathews Parkway, #600  
El Dorado Hills, California 95762

Attn.: Lori Burne  
President

or to such other location as CONSULTANT directs.

#### **ARTICLE XXX**

**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 XXIX, 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 XXXI**

**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 XXXII**

**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 or professional consultant 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 agrees to provide at least thirty (30) days prior to said expiration date, a new certificate of insurance evidencing insurance coverage as provided for herein for not less than the remainder of term of the Agreement, or for a period of not less than one (1) year. 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. 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.
- H. The certificate of insurance must include the following provisions stating that:
  - 1. The insurer will not cancel the insured's coverage without prior written notice to COUNTY; and
  - 2. The County of El Dorado, its officers, officials, employees, and volunteers are included as additional insured, on an additional insured endorsement, but only insofar as the operations under this Agreement are concerned. This provision shall apply to the general liability policy.
- I. CONSULTANT's insurance coverage shall be primary insurance as respects COUNTY, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by COUNTY, its officers, officials, employees, or volunteers shall be in excess of CONSULTANT's insurance and shall not contribute with it.
- J. Any deductibles or self-insured retentions must be declared to, and approved, by COUNTY. At the option of COUNTY, either: The insurer shall reduce or eliminate such deductibles or self-insured retentions as respects COUNTY, its officers, officials, employees, and volunteers; or CONSULTANT shall procure a bond guaranteeing payment of losses and related investigations, claim administration, and defense expenses.

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

**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 XXXIV**

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

#### **ARTICLE XXXV**

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



## **ARTICLE XXXVI**

**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, where applicable, prior to beginning work under this Agreement and at all times during the term of this Agreement.

## **ARTICLE XXXVII**

**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 XXXVIII**

**Compliance with Federal, State, and COUNTY 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 the 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 (C.F.R.), are incorporated by reference and made a part of this Agreement:

2 C.F.R. § 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 XXXIX**

**Working Office:** CONSULTANT shall establish a working office at a place acceptable to COUNTY. The parties hereto acknowledge and agree that CONSULTANT's office is located at 5047 Robert J Mathews Parkway, #600, El Dorado Hills, California 95762.

## **ARTICLE XL**

**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.

## **ARTICLE XLI**

**Design Standards:** CONSULTANT shall perform all services under this Agreement and as described in Exhibit A in conformance with applicable federal, state, and local design standards or other standards for work performance stipulated in ARTICLE XIX, Standards for Work, or in the individual Work Orders, if any, issued pursuant to this Agreement.

## **ARTICLE XLII**

**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 XLIII**

**Patent Rights:** Applicable patent rights provisions described in 41 C.F.R. § 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 XLIV**

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

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

#### **ARTICLE XLVI**

**Disadvantaged Business Enterprise (DBE) Considerations:** CONSULTANT must give consideration to DBE firms as specified in 23 C.F.R. § 172.5(b) and in Appendix A to 49 C.F.R. § 26. 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 Work Order. COUNTY's Contract Administrator will provide CONSULTANT with the necessary DBE forms and information for use and/or submittal with CONSULTANT's Work Order proposal or CONSULTANT's final invoice.

#### **ARTICLE XLVII**

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

- A. This Agreement is subject to 49 C.F.R., § 26 entitled "Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs." CONSULTANTS who obtain DBE participation on this Agreement shall assist Caltrans in meeting its federally mandated statewide overall DBE goal.
- B. The goal for DBE participation for this Agreement is 18%. Participation by DBE CONSULTANT or subconsultants shall be in accordance with information contained in the Consultant Proposal DBE Commitment (Exhibit 10-O1) or in the Consultant Contract DBE Commitment (Exhibit 10-O2). If a DBE subconsultant is unable to perform, CONSULTANT must make a good faith effort to replace him/her with another DBE subconsultant, if the goal is not otherwise met.
- C. DBEs and other small businesses, as defined in 49 C.F.R. § 26 are encouraged to participate in the performance of contracts financed in whole or in part with federal funds. CONSULTANT or subconsultant shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. CONSULTANT shall carry out applicable requirements of 49 C.F.R. § 26 in the award and administration of US DOT-assisted agreements. Failure by CONSULTANT to carry out these requirements is a material breach of this Agreement, which may result in the termination of this Agreement or such other remedy as COUNTY deems appropriate.

- D. Any subcontract entered into as a result of this Agreement shall contain all of the provisions of this section.
- E. A DBE firm may be terminated only with prior written approval from COUNTY and only for the reasons specified in 49 C.F.R. § 26.53(f). Prior to requesting COUNTY's consent for the termination, CONSULTANT must meet the procedural requirements specified in 49 C.F.R. § 26.53(f).
- F. CONSULTANT shall utilize the specific DBEs listed to perform the work and supply the materials, if any, for which each is listed unless CONSULTANT obtains prior written consent from COUNTY's Contract Administrator. CONSULTANT shall not be entitled to any payment for work or material unless it is performed or supplied by the listed DBE without written approval from COUNTY's Contract Administrator.
- G. A DBE performs a Commercially Useful Function (CUF) when it is responsible for execution of the work of the contract and is carrying out its responsibilities by actually performing, managing, and supervising the work involved. To perform a CUF, the DBE must also be responsible with respect to materials and supplies used on the contract, for negotiating price, determining quality and quantity, ordering the material, and installing (where applicable) and paying for the material itself. To determine whether a DBE is performing a CUF, evaluate the amount of work subcontracted, industry practices, whether the amount the firm is to be paid under the contract is commensurate with the work it is actually performing, and other relevant factors.
- H. A DBE does not perform a CUF if its role is limited to that of an extra participant in a transaction, contract, or project through which funds are passed in order to obtain the appearance of DBE participation. In determining whether a DBE is such an extra participant, examine similar transactions, particularly those in which DBEs do not participate.
- I. If a DBE does not perform or exercise responsibility for at least thirty percent (30%) of the total cost of its contract with its own work force, or the DBE subcontracts a greater portion of the work of the contract than would be expected on the basis of normal industry practice for the type of work involved, it will be presumed that it is not performing a CUF.
- J. CONSULTANT shall maintain records of materials purchased or supplied from all subcontracts entered into with certified DBEs. The records shall show the name and business address of each DBE or vendor and the total dollar amount actually paid each DBE or vendor, regardless of tier. The records shall show the date of payment and the total dollar figure paid to all firms. DBE prime consultants shall also show the date of work performed by their own forces along with the corresponding dollar value of the work.
- K. Upon completion of the Agreement, a summary of these records shall be prepared and submitted on the form entitled, "Final Report-Utilization of Disadvantaged Business Enterprise (DBE), First-Tier Subconsultants" CEM-2402F [Exhibit 17-F, of

the LAPM], certified correct by CONSULTANT or CONSULTANT's authorized representative and shall be furnished to COUNTY's Contract Administrator with the final invoice. Failure to provide the summary of DBE payments with the final invoice shall result in twenty-five percent (25%) of the dollar value of the invoice being withheld from payment until the form is submitted. The amount will be returned to CONSULTANT when a satisfactory "Final Report-Utilization of Disadvantaged Business Enterprises (DBE), First-Tier Subconsultants" is submitted to COUNTY's Contract Administrator.

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

#### **ARTICLE XLVIII**

**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 XLIX**

##### **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 Community Development Agency Director, or designee, which may consider written or verbal information submitted by CONSULTANT.
- B. Not later than thirty (30) days after completion of all work under any individual Work Order issued pursuant to this Agreement, CONSULTANT may request review by COUNTY's Board of Supervisors of unresolved claims or disputes, other than audit. The request for review shall 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 any and all claims arising out of or related to the dispute and a bar to any further proceedings or legal or equitable remedy.

#### **ARTICLE L**

**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 LI**

### **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 LII**

### **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 LIII**

**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 LIV**

**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 LV**

**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 LVI**

**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 C.F.R. § 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 LVII**

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

#### **ARTICLE LVIII**

**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 LIX**

**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 LX**

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

#### **ARTICLE LXI**

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

#### **ARTICLE LXII**

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



**Requesting Contract Administrator Concurrence:**

By: \_\_\_\_\_ Dated: \_\_\_\_\_

John Kahling, P.E.  
Deputy Director, Engineering  
Headington Engineering Unit  
Transportation Division  
Community Development Agency

**Requesting Division Concurrence:**

By: \_\_\_\_\_ Dated: \_\_\_\_\_

Bard R. Lower  
Transportation Division Director  
Community Development Agency

**Requesting Department Concurrence:**

By: \_\_\_\_\_ Dated: \_\_\_\_\_

Roger Niello  
Interim Director  
Community Development Agency

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

**--COUNTY OF EL DORADO--**

By: \_\_\_\_\_ Dated: \_\_\_\_\_

Board of Supervisors  
"COUNTY"

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

By: \_\_\_\_\_ Dated: \_\_\_\_\_

Deputy Clerk

**--BURNE ENGINEERING SERVICES, INC.--**

By: \_\_\_\_\_ Dated: \_\_\_\_\_

Lori Burne  
President/Secretary  
"CONSULTANT"

By: \_\_\_\_\_ Dated: \_\_\_\_\_

Jason Burne  
Treasurer

# **Burne Engineering Services, Inc.**

## **Exhibit A**

### **Scope of Work**

In accordance with the Agreement between COUNTY and CONSULTANT, CONSULTANT shall complete the work described below. CONSULTANT's services are specifically in support of the Oak Hill road at Squaw Hollow Creek – Bridge Replacement Project.

#### **Project Description**

The proposed Project intends to replace the existing functionally obsolete Oak Hill Road at Squaw Hollow Creek Bridge to improve safety and comply with current COUNTY and AASHTO guidelines. The proposed bridge is located about six-tenths (.6) miles south of Pleasant Valley Road near the City of Placerville in COUNTY. The Project proposes to remove and replace the existing, single span bridge built in 1945, and widen the bridge roadway approaches for approximately four hundred (400) feet on each side of the bridge.

The existing bridge is nineteen and six-tenths (19.6) feet wide and twenty-four (24) feet long. It is a reinforced concrete deck/girder bridge that will be replaced with a standard two (2) lane bridge approximately thirty-two (32) feet long and thirty (30) feet wide (clear) with approach roadway railing. The Project also includes a retaining wall (approximately one hundred thirty [130] feet long, twelve [12] feet high). COUNTY plans to widen the roadway approach from eighteen (18) feet to thirty-two (32) feet to align with the new bridge. Minor bridge/roadway realignment is anticipated to be necessary for the Project. At least one (1) ten (10) foot wide traffic lane on Oak Hill Road must be maintained at all times. The Project may require utility relocation. Some right-of-way acquisition will be required from adjacent privately-owned parcels.

Unless otherwise indicated below, and notwithstanding any other provisions of this Agreement to the contrary, CONSULTANT shall submit all deliverables in accordance with ARTICLE I, Scope of Services. Any changes to deliverables or schedules for the tasks below shall be communicated in writing for approval by COUNTY.

Unless otherwise indicated below, CONSULTANT shall submit draft documents and reports to COUNTY's Contract Administrator for review and comment. CONSULTANT shall incorporate COUNTY's comments into the final documents or reports subject to agreement by CONSULTANT and COUNTY's Contract Administrator.

Unless otherwise indicated below, CONSULTANT shall complete and/or perform all activities identified in this scope of work.

#### **Task 1 – Project Management and Coordination (WBS D0101)**

CONSULTANT shall direct the Project team and coordinate with COUNTY including, but not limited to, meetings, telephone coordination and conferences, monitoring schedule and budget performance, and preparing monthly progress reports, invoices, and schedule updates for COUNTY. CONSULTANT shall attend one (1) Project kickoff meeting with COUNTY to discuss Project objectives, constraints, and the schedule of work and deliverables for the Project. CONSULTANT shall manage the Project by tracking the schedule, budget, and deliverables.

**Deliverables:**

- Progress Reports and invoices.

**Schedule:**

- Progress Reports and invoices shall be submitted to COUNTY monthly for the duration of the Agreement.

**Task 2 – Geotechnical Investigation (WBS P400P)**

CONSULTANT shall perform geotechnical studies and prepare a Preliminary Bridge/Earth Retaining System Foundation Report for the proposed bridge, approach roadway, and retaining wall. CONSULTANT shall review geological maps, seismic literature, available soil logs, and other readily available information pertaining to the vicinity of the Project. CONSULTANT shall visit the Project site and map the exposed granitic rock and surficial soils within Project limits.

CONSULTANT shall perform subsurface investigation including four (4) exploratory test pits, one (1) in the near vicinity of each of the proposed abutments and two (2) along the alignment of the proposed retaining wall to a maximum depth of forty (40) feet (or ten [10] feet into rock) to obtain disturbed soil samples and rock cores for visual classification and laboratory testing. The test pits shall be backfilled with excavated soils and in accordance with COUNTY's Environmental Managements Division's requirements. CONSULTANT shall mark the Project site for utility clearance by Underground Service Alert prior to performing any site excavation. CONSULTANT shall obtain a fee-waiver encroachment permit from COUNTY prior to commencing with any drilling operations.

CONSULTANT shall perform appropriate amounts of seismic refraction lines to adequately quantify the soil and rock profiles along the proposed abutment foundations. CONSULTANT shall also perform geotechnical laboratory testing of representative recovered samples, including, but not limited to, gradation determination, plasticity, corrosive potential, R-Value determination, and unconfined compressive strength. The actual tests performed shall be based on the recovered samples.

CONSULTANT shall analyze all field exploration, mapping data, and research findings in order to prepare a Preliminary Foundation Report in accordance with the most recent *Caltrans Foundation Report Preparation for Bridges Manual* upon completion of the field and laboratory work. The Preliminary Foundation Report shall contain the following elements:

- Project description.
- Project location map.
- Log of test borings and laboratory testing results.
- Discussion of the available as-built data and how it relates to the bridge replacement.
- Preliminary discussion of the regional and Project geology.
- Preliminary discussion on the scour and the results of the Scour Study performed by COUNTY and impacts to the selection of the preferred foundation type.
- Preliminary discussion of the corrosive potential and impacts to the selection of the preferred foundation type.
- Preliminary bridge foundation type recommendations and presumptive design values for cost comparison purposes and gross foundation dimensions.

- Preliminary seismic design for the site to aid in bridge type selection and in determination of evaluating the potential for liquefaction or seismically induced settlements/displacements.
- D60 soil gradation to analyze possible bridge scour.

Following the preparation of the Preliminary Bridge/Earth Retaining System Foundation Report, CONSULTANT shall prepare draft and final Bridge/Earth Retaining System Foundation Reports in accordance with the recent *Caltrans Foundation Report Preparation for Bridges Manual* in order to provide design and construction recommendations for the Project. The Bridge/Earth Retaining System Foundation Report shall include the following elements:

- A Project summary and description of the geotechnical work performed.
- A discussion of the regional and local geology as it pertains to the Project.
- A summary of the identified site soils, summary of the laboratory testing results, and a Log of Test Borings with the borings presented in detail.
- A discussion of the regional seismology and seismic design parameters for the proposed Project site.
- A liquefaction analysis and predicted seismic displacements anticipated to occur at the site when subjected to the design seismic event.
- An engineering soil profile of Project site which shall be used to aid the design of the proposed foundations.
- Allowable bearing capacity, coefficient of friction for concrete cast on the native soils/rock, and active and passive equivalent fluid earth pressures for design of the anticipated shallow spread footing foundations.
- Approach embankment design recommendations, including a slope stability analysis.
- Approach roadway structural pavement section recommendations.
- Construction recommendations with regard to the spread footing construction, grading, rock excavation, clearing and grubbing limits, and other recommendations for the bridge and retaining wall foundation construction.
- Contract Standard Special Provision (SSP) language shall also be prepared for inclusion in the Contract Documents to in order to better identify and quantify the foundation construction risk.

**Assumptions:**

- COUNTY will perform hydrologic and hydraulic analyses.

**Deliverables:**

- Preliminary Bridge/Earth Retaining System Foundation Report, including one (1) electronic pdf copy and one (1) hard copy.
- Draft Bridge/Earth Retaining System Foundation Report, including one (1) electronic pdf copy and one (1) hard copy.
- Final Bridge/Earth Retaining System Foundation Report, including one (1) electronic pdf copy and three (3) hard copies.

**Schedule:**

- Preliminary Bridge/Earth Retaining System Foundation Report shall be submitted to COUNTY within fourteen (14) weeks of receipt of the fully-executed Agreement.

- Draft Bridge/Earth Retaining System Foundation Report shall be submitted to COUNTY within three (3) weeks of receipt of COUNTY's comments on the Preliminary Bridge/Earth Retaining System Foundation Report.
- Final Bridge/Earth Retaining System Foundation Report shall be submitted to COUNTY within three (3) weeks of receipt of COUNTY's comments on the Draft Bridge/Earth Retaining System Foundation Report.

### **Task 3 – Thirty Percent (30%) Bridge Design (WBS P435P)**

CONSULTANT shall coordinate with COUNTY on the preparation of the 30% plan submittal. CONSULTANT shall review the preliminary roadway plan and profile sheets, including the roadway geometric approval drawings, prepared by COUNTY, and use the information to prepare the bridge general plan, structure type selection report, preliminary quantity estimates, and develop a preliminary bridge construction cost estimate. The construction cost estimate shall be based upon Caltrans Cost Data using quantities and associated costs similar to the Project and information available from recent similar projects within COUNTY. In addition, CONSULTANT shall support COUNTY by providing any bridge specific details required to complete the environmental documents associated with the Project, as requested by COUNTY.

#### **Activities:**

- Verify COUNTY provided mapping and provide comments, if applicable.
- Review and prepare comments on COUNTY provided roadway geometric approval drawings, including alignment and profile.
- Prepare draft and final bridge general plan.
- Prepare draft and final preliminary bridge cost estimate.
- Coordinate with COUNTY and the environmental consultant to ensure the bridge replacement is compatible with the environmental and hydraulics studies completed to date for the Project.
- Attend one (1) type selection meeting with COUNTY and distribute meeting minutes.
- Prepare responses to any type selection comments or concerns, if any, from the type selection meeting.
- Provide options on potential retaining wall solutions for southern approach roadway
- Prepare draft and final type selection memorandum.

#### **Deliverables:**

- Comments on roadway geometric approval drawings, including one (1) electronic pdf copy and one (1) hard copy.
- Draft bridge general plan, type selection memorandum, and draft bridge cost estimate.
- Meeting minutes from the type selection meeting, including one (1) electronic pdf copy and one (1) hard copy.
- Final bridge general plan, final type selection memorandum, and final bridge cost estimate.

#### **Schedule:**

- Comments on roadway geometric approval drawing shall be submitted to COUNTY within four (4) weeks of receipt of the fully-executed Agreement.

- Draft bridge general plan, draft type selection memorandum, and preliminary cost estimate shall be submitted to COUNTY within twelve (12) weeks of receipt of the fully-executed Agreement.
- CONSULTANT shall attend the type selection meeting within fourteen (14) weeks of receipt of the fully-executed Agreement.
- Type selection meeting minutes shall be submitted to COUNTY within one (1) week of the type selection meeting.
- Responses to comments or concerns, if any, from the type selection meeting shall be submitted to COUNTY within two (2) weeks after the type selection meeting.
- Final bridge general plan, final type selection memorandum, and preliminary bridge cost estimate shall be submitted to COUNTY within sixteen (16) weeks of receipt of the fully-executed Agreement.

#### **Task 4 – Sixty-five Percent (65%) Bridge Plans (WBS D2151)**

CONSULTANT shall perform detailed design of the bridge and develop construction drawings for the bridge portion of the Project. The design shall be completed in accordance with the most current *AASHTO LRFD Bridge Design Specifications – Sixth Edition*, with all Caltrans amendments, as applicable. CONSULTANT shall perform seismic design in accordance with the most recent edition of Caltrans Seismic Design Criteria. CONSULTANT shall coordinate with COUNTY on compiling the complete roadway and bridge 65% design package for the Project.

Bridge design shall be in accordance with the most recent edition of Load and Resistance Factor Design (LRFD) Specifications with Caltrans amendments and applicable sections of the Bridge Memos to Designers and Bridge Design Aids manuals. The bridge design shall meet COUNTY, Caltrans, and FHWA standards in effect as to the date of the effective date of the Agreement. Seismic design shall be performed in accordance with the most recent edition of the Caltrans Seismic Design Criteria.

Detailing of plans shall be in accordance with Caltrans Bridge Design Details Manual. Both the design and detailing shall be based on the use of the latest COUNTY standards and Caltrans Standard Plans and Standard Specifications.

CONSULTANT shall perform an independent Quality Assurance/Quality Control (QA/QC) review of the 65% structural plans and incorporate appropriate revisions prior to submittal to COUNTY.

#### **Activities:**

- Perform 65% design calculations.
- Develop 65% Bridge Plans, including all plan sheets typically required by Caltrans for bridge plans sets.

It is assumed the following sheets shall be prepared for the 65% Bridge Plan submittal:

- General Plan.
- Deck Contours and General Notes.
- Foundation Plan.
- Abutment 1 Layout.

- Abutment 2 Layout.
- Abutment and Wingwall Details (two [2] sheets).
- Typical Section.
- Slab Details.
- Retaining Wall Layout
- Retaining Wall Details
- Bridge Railing.

**Deliverables:**

- 65% Bridge Plans (half size 11x17), including one (1) electronic pdf copy and two (2) hard copies.
- Retaining Wall Type Selection Report (if applicable)

**Schedule:**

- 65% Bridge Plans shall be submitted to COUNTY within sixteen (16) weeks of COUNTY's type selection approval.
- Retaining Wall Type Selection Report shall be submitted to County within sixteen (16) weeks of COUNTY's type selection approval.

**Task 5 – Sixty-five Percent (65%) Technical Specifications (WBS D3151)**

CONSULTANT shall identify and compile unedited Caltrans Special Provisions for the bridge portion of the Project. CONSULTANT shall use the Caltrans 2015 Standard Specifications as the basis of the technical specifications. CONSULTANT shall not be responsible for compiling the entire Project specifications.

CONSULTANT shall prepare the 65% technical specifications. Unedited Caltrans Special Provisions shall be provided by COUNTY and edits shall be made prior to the 95% submittal.

CONSULTANT shall prepare the required technical special provisions for Divisions II-X, and COUNTY will compile with the Division I COUNTY boilerplate specifications. The basis of the specifications shall be the 2015 Caltrans Standard Specifications.

**Assumptions:**

- COUNTY will prepare the boilerplate documents, including the notice to bidders, proposal, bond forms, and agreement.
- COUNTY will assemble the CONSULTANT's technical specifications into the agreement documents.
- COUNTY will include the required mitigation measures and permitting requirements from the environmental permits in the specifications.

**Deliverables:**

- Technical Specifications, including one (1) electronic pdf copy and one (1) hard copy.

**Schedule:**

- Technical Specifications shall be submitted to COUNTY within sixteen (16) weeks of COUNTY's type selection approval.



### **Task 6 – Bridge Independent Check (WBS D2151)**

CONSULTANT shall perform independent bridge check calculations for the bridge portion of the Project. CONSULTANT's engineer, not associated with the development of the 65% submittal, shall perform a full independent calculation based on the 65% bridge plans. In addition, the engineer performing the independent check shall review the specifications, engineer's estimate geotechnical report, and hydraulics report for consistency between all documents and the 65% bridge plans.

CONSULTANT shall perform an independent design check of the bridge plans in accordance with Caltrans standard bridge design procedures. The hydraulic and geotechnical reports shall be reviewed to ensure that the recommendations are consistent with and incorporated into the design. The overall structure plans shall be checked for constructability issues.

#### **Deliverables:**

- 65% design calculations, independent check calculations, independent check marked up plans, independent engineer's estimate, and specifications, including one (1) electronic pdf copy and one (1) hard copy.

#### **Schedule:**

- 65% design calculations, independent check calculations, independent check marked up plans, independent engineer's estimate, and specifications shall be submitted to COUNTY within eight (8) weeks of receiving COUNTY's comments on the 65% plan submittal.

### **Task 7 – Sixty-five Percent (65%) Engineer's Estimate (WBS D2151)**

CONSULTANT shall prepare the 65% Engineer's Estimate, including the final bridge quantity calculations and updates to the preliminary construction cost estimate developed during the 30% Bridge Design, Task 3, to include the final quantities and the most current cost data. The Engineer's Estimate shall be prepared in accordance with Caltrans guidelines for cost estimates.

CONSULTANT shall prepare two (2) independent sets of bridge quantity calculations. The quantity calculations shall be organized and detailed for use by field inspectors during construction. CONSULTANT shall use standard Caltrans summary sheets for the bridge quantity calculations. The bridge quantity calculations shall be in accordance with the tolerances prescribed in Chapter 11 of the most recent Caltrans Bridge Design Aids Manual. CONSULTANT shall resolve any deviations and shall prepare a Marginal Estimate sheet to be included with the calculations.

CONSULTANT shall apply unit prices to each contract item resulting in the Engineer's Estimate of Probable Construction Costs for bridge work. Prices used shall be based on the latest available data from Caltrans, reflecting the location of the Project and the quantity of each item. Non-participating costs, if any, shall be segregated on the Engineer's Estimate. Five percent (5%) of the total estimate shall be added for contingencies in accordance with Caltrans guidelines, and an additional five percent (5%) COUNTY contingency shall also be added to the final estimate.

**Deliverables:**

- 65% Engineer's Estimate, including one (1) MS Excel version and one (1) electronic pdf copy.

**Schedule:**

- The 65% Engineer's Estimate shall be submitted to COUNTY within sixteen (16) weeks of receipt of the Final Type Selection Memorandum.

**Task 8 – Ninety-five Percent (95%) Structural Plans, Specifications, and Engineer's Estimate (WBS D3051)**

CONSULTANT shall address any comments from the engineer's independent check on the 65% design submittal, prepare the 95% bridge plans and technical specifications, and update the engineer's estimate to reflect any changes made.

Prior to the Draft 95% Plan, Specification and Estimate (PS&E) Submittal, CONSULTANT shall review the plans and prepare an updated contract items list. CONSULTANT shall compile the technical specifications using the items list to collect and edit the latest Caltrans Standard Special Provisions (SSP's).

CONSULTANT shall submit the 95% PS&E Submittal to COUNTY. The submittal shall include the bridge plans, bridge technical specifications and engineer's estimate for bridge work. CONSULTANT shall submit one (1) set of special provisions and the Engineer's Estimate to COUNTY. Bridge Plans shall be submitted in AutoCAD as well as pdf format. Specifications shall be prepared in MS Word and the estimate shall be prepared in MS Excel.

**Activities:**

- Perform an independent QA/QC review of the 95% PS&E and incorporate appropriate revisions prior to submittal to COUNTY.
- Review and comment on COUNTY's compiled technical specifications.
- Review the 95% special provisions for consistency with the bridge plans, estimate, and standard specifications.
- Review the 95% bridge plans for omissions, conflicts, and incompatible details.
- Prepare and reconcile of an independent set of structure quantities.
- Update the independent check calculations.

**Assumptions:**

- COUNTY will compile the technical specifications based on technical specifications provided by the Proposer.

**Deliverables:**

- 95% bridge and retaining wall plans, including three (3) hard copies, one (1) electronic pdf (11x17), one (1) and AutoCAD version.
- 95% technical specifications, including three (3) hard copies, one (1) electronic pdf, and one (1) MS Word version.
- 95% engineer's estimate, including three (3) hard copies, one (1) electronic pdf and one (1) MS Excel version.
- Comments to COUNTY's compiled technical specifications, including one (1) electronic pdf and one (1) MS Word version.

**Schedule:**

- The 95% bridge plans, 95% technical specifications, and 95% engineer's estimate shall be submitted to COUNTY within twelve (12) weeks of receipt of COUNTY's comments on the 65% structural plan, 65% specifications, and 65% engineer's cost estimate.
- Comments on COUNTY's technical specifications shall be submitted to COUNTY within four (4) weeks of receipt of COUNTY's technical specifications.

**Task 9 – Submit One Hundred Percent (100%) Structural Plans, Technical Specifications, and Engineer's Estimate (WBS D4051)**

CONSULTANT shall address any comments received on the 95% design submittal, prepare the 100% bridge plans, technical specifications, and update the engineer's estimate to reflect any changes made.

**Activities:**

- Prepare Final Revision: Upon receipt of comments from the 95% PS&E submittal to COUNTY and other jurisdictional agencies, which will be routed through COUNTY, CONSULTANT shall make any necessary revisions. CONSULTANT shall incorporate appropriate comments in the 100% PS&E.
- Prepare Final Submittal: CONSULTANT shall incorporate COUNTY's comments and submit the Final Structural PS&E to COUNTY. CONSULTANT shall perform an independent QA/QC review of the 100% submittal package and incorporate appropriate revisions prior to submittal to COUNTY.

**Deliverables:**

- The 100% Bridge and Retaining Wall Plans, including one electronic pdf copy (11x17), three (3) hard copies, and one (1) AutoCAD version.
- The 100% Technical Specifications, including one electronic pdf copy (11x17), three (3) hard copies, and one (1) AutoCAD version.
- The 100% Engineer's Estimate, including one electronic pdf copy (11x17), three (3) hard copies, and one (1) AutoCAD version.

**Schedule:**

- The 100% Bridge Plans, 100% Technical Specifications, and 100% Engineer's Estimate shall be submitted to COUNTY within eight (8) weeks of receipt of COUNTY's comments on the 95% structural plan, 95% specifications, and 95% engineer's cost estimate.

**Task 10 – Bidding and Award Assistance, and Construction Support Assistance (WBS C105E)**

CONSULTANT shall be available to COUNTY to provide on-going consultant and interpretation of construction documents during the construction of the proposed Project. For this task, CONSULTANT shall coordinate any deliverables to be submitted to COUNTY for services determined necessary by COUNTY.

CONSULTANT's construction services shall include the following:

- Attend one (1) pre-construction meeting, if requested by COUNTY, and prepare meeting minutes.

- Provide ongoing consultation and interpretation of construction contract documents prior to construction including answering and documenting questions from prospective bidders and preparing addenda and bid analysis, as requested by COUNTY.
- Review and approve submittals and shop drawings related to the foundation and bridge design, as requested by COUNTY.
- Respond to requests for information and prepare plan and/or specification modification for contract change orders, as requested by COUNTY.
- Attend site visits, as requested by COUNTY.
- Assist COUNTY in preparing and delivering the final as-built plans using marked prints provided by the Construction Resident Engineer, as requested by COUNTY.

**Deliverables:**

- Pre-construction meeting minutes.
- Construction contract addenda, if applicable.
- Bid analysis.
- Comments on shop drawings.
- Responses to requests for information and/or specification modification for contract change orders.

**Assumptions:**

COUNTY will provide the following:

- Surveys and mapping.
- Right-of-way engineering.
- Hydrology and bridge hydraulic report.
- Environmental clearance.
- Environmental permitting.
- Utility coordination.
- Roadway design/roadway geometric design.
- Traffic handling plan/design.
- Technical specifications incorporated into the contract documents.

**Task 11 – Optional Tasks**

COUNTY may require CONSULTANT to perform additional Optional Tasks. Such Optional Tasks may supplement, expand, or otherwise modify the Scope of Work, but not be limited to, tasks that are deemed critical by COUNTY's Contract Administrator. If CONSULTANT's services are required for Optional Tasks, COUNTY's Contract Administrator will issue separate written Work Orders for CONSULTANT to perform those tasks in accordance with the provisions of this Agreement. CONSULTANT shall not proceed with any Optional Task work prior to receiving the fully executed, written Work Order from COUNTY's Contract Administrator.

# Burne Engineering Services, Inc.

## Exhibit B

### Rate Schedule

All of CONSULTANT's services, inclusive of any and all Work Orders issued pursuant to this Agreement, shall be in accordance with the following rates:

Item	Rate
<b>LABOR</b>	
Principal	\$70.25 – 80.00 / hour
Structure Project Manager	\$65.00 – 75.00 / hour
Associate Engineer II	\$45.00 – 55.00 / hour
Associate Engineer I	\$30.00 – 40.00 / hour
Assistant Engineer	\$22.00 – 35.00 / hour
STAFF Senior CAD Detailer	\$54.00 – 65.00 / hour
STAFF CAD Technician	\$21.85 – 32.00 / hour
Administrative/ Clerical	\$25.00 – 35.00 / hour

Indirect Rate\*: 142%

Fixed Fee (Profit): 10%

Total Fixed Fee (Profit) shall not exceed: \$13,726.45

#### Mileage Reimbursement

Reimbursement for mileage expenses for CONSULTANT and subconsultants shall be compensated in accordance with all of the provisions of ARTICLE VII, Cost Principles and Administrative Requirements, of this Agreement.

#### Other Direct Costs Markup

Other direct costs including, but not limited to, special reproductions, records searches, and other outside services authorized herein, shall be invoiced at subconsultants's cost, without markup, for the services rendered. Any invoices that include other direct costs shall be accompanied by backup documentation to substantiate subconsultant's costs for the services being billed on those invoices. For purposes of this Agreement, other direct costs for CONSULTANT will not be reimbursed.

\*The Indirect Rate is not adjustable for the term of the Agreement.

# Burne Engineering Services, Inc.

## Exhibit C

### Cost Estimate

Prime:	Proposed Cost
Task 1 - Project Management and Coordination	\$ 16,146.46
Task 2 - Geotechnical Investigation (Subconsultants to perform work)	\$ -
Task 3 - Thirty Percent (30%) Bridge Design	\$ 14,551.59
Task 4 - Sixty-five Percent (65%) Bridge Plans	\$ 38,736.97
Task 5 - Sixty-Five Percent (65%) Technical Specifications	\$ 1,437.60
Task 6 - Bridge Independent Check	\$ 10,329.04
Task 7 - Sixty-five Percent (65%) Engineer's Estimate	\$ 6,069.05
Task 8 - Ninety-five Percent (95%) Structural Plans, Specifications, and Engineer's Estimate	\$ 32,349.42
Task 9 - Submit One Hundred Percent (100%) Structural Plans, Technical Specifications, and Engineer's Estimate	\$ 10,788.00
Task 10 - Bidding and Award Assistance, and Construction Support Assistance	\$ 10,613.76
Task 11 - Optional Tasks	\$ 9,969.00
<b>Total Burne Engineering</b>	<b>\$ 150,990.89</b>

Subconsultant:	Proposed Cost
Geocon	\$ 18,328.01
R.E.Y.	\$ 7,572.00
<b>Subconsultant Total</b>	<b>\$ 25,900.01</b>
<b>Total Contract Cost</b>	<b>\$ 176,890.90</b>

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

**Burne Engineering Services, Inc.**

**Exhibit D**

**INTEREST OF CONSULTANT DISCLOSURE STATEMENT**

Disclosure of Conflicts

In accordance with ARTICLE XIII, Conflict of Interest, in the space provided below, and on supplemental sheets as necessary, (a) CONSULTANT shall disclose any financial, business or other relationship with COUNTY that may have an impact upon the outcome of this Agreement or any ensuing COUNTY construction project; and (b) CONSULTANT shall disclose current clients who may have a financial interest in the outcome of this Agreement or any ensuing COUNTY construction project.

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Certification

The undersigned hereby certifies that, to the best of his or her knowledge and belief, no interest exists that is required to be disclosed in this Interest of Consultant Disclosure Statement, other than as disclosed above.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Company Name

\_\_\_\_\_  
Date

# Burne Engineering Services, Inc.

## Exhibit E

### DISCLOSURE OF LOBBYING ACTIVITIES

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

<b>1. Type of Federal Action:</b> <input type="checkbox"/> a. contract <input type="checkbox"/> b. grant <input type="checkbox"/> c. cooperative agreement <input type="checkbox"/> d. loan <input type="checkbox"/> e. loan guarantee <input type="checkbox"/> f. loan insurance	<b>2. Status of Federal Action:</b> <input type="checkbox"/> a. bid/offer/application <input type="checkbox"/> b. initial award <input type="checkbox"/> c. post-award	<b>3. Report Type:</b> <input type="checkbox"/> a. initial <input type="checkbox"/> b. material change  <b>For Material Change Only:</b> year _____ quarter _____ date of last report _____
<b>4. Name and Address of Reporting Entity</b>  <input type="checkbox"/> Prime <input type="checkbox"/> Subawardee Tier _____, if known  Congressional District, if known	<b>5. If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of Prime:</b>  Congressional District, if known	
<b>6. Federal Department/Agency:</b>	<b>7. Federal Program Name/Description:</b>  CFDA Number, if applicable _____	
<b>8. Federal Action Number, if known:</b>	<b>9. Award Amount, if known:</b>	
<b>10. a. Name and Address of Lobby Entity</b> (If individual, last name, first name, MI)  (attach Continuation Sheet(s) if necessary)	<b>b. Individuals Performing Services</b> (including address if different from No. 10a) (last name, first name, MI)  (attach Continuation Sheet(s) if necessary)	
<b>11. Amount of Payment (check all that apply)</b> \$ _____ <input type="checkbox"/> actual <input type="checkbox"/> planned	<b>13. Type of Payment (check all that apply)</b> <input type="checkbox"/> a. retainer <input type="checkbox"/> b. one-time fee <input type="checkbox"/> c. commission <input type="checkbox"/> d. contingent fee <input type="checkbox"/> e. deferred <input type="checkbox"/> f. other, specify _____	
<b>12. Form of Payment (check all that apply):</b> <input type="checkbox"/> a. cash <input type="checkbox"/> b. in-kind; specify: nature _____ Value _____		
<b>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:</b>  (attach Continuation Sheet(s) if necessary)		
<b>15. Continuation Sheet(s) attached:</b> Yes <input type="checkbox"/> No <input type="checkbox"/>		
<b>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.</b>		
Signature: _____ Print Name: _____ Title: _____ Telephone No.: _____ Date: _____		
Authorized for Local Reproduction Standard Form - LLL		
<b>Federal Use Only:</b>		

Standard Form LLL Rev. 04-28-06

**Distribution:** Orig- Local Agency Project Files



## **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. 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.
11. 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).
12. 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.
13. 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.
14. Check the appropriate box(es). Check all boxes that apply. If other, specify nature.
15. 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.
16. Check whether or not a continuation sheet(s) is attached.
17. 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.