

Drake, Haglan & Associates, Inc.

**Engineering Support Services and Environmental Review Services for the
2017 Cosumnes Mine Road Bridge Repair Project**

AGREEMENT FOR SERVICES #228-S1811

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 Drake, Haglan & Associates, Inc., a corporation duly qualified to conduct business in the State of California, whose principal place of business is 11060 White Rock Road, Suite 200, Rancho Cordova, California 95670 (hereinafter referred to as "CONSULTANT");

RECITALS

WHEREAS, COUNTY has determined that it is necessary to obtain a consultant to assist its Community Development Services, Department of Transportation, with structural design, geotechnical, hydraulic and hydrologic engineering, and environmental review services for the 2017 Cosumnes Mine Road Bridge Repair 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 2017 Cosumnes Mine Road Bridge Repair Emergency Project (hereinafter referred to as "Project") and funded by the Federal Emergency Management Agency (FEMA).
- B. CONSULTANT shall perform all professional and technical services, work, and tasks required to accomplish the objectives set forth herein, and shall provide and make

available CONSULTANT's own personnel, subconsultants, materials, equipment, and vehicles necessary to perform structural design, geotechnical, hydraulic and hydrologic engineering, and environmental review services including, 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 items of work to be provided under Exhibit A shall be as specified therein, shall be prepared using the software described in Section D of this Article, and shall be submitted in accordance with the timeframes and formats specified in Exhibit A. For Tasks listed in Exhibit A with no designated schedule, a schedule will be determined at the time of assignment and specified in the Notice to Proceed for the Task as applicable. 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) of COUNTY's Contract Administrator or designee.

Authorization to perform the emergency Tasks identified in Exhibit A may occur through verbal or written communication (may consist of an email) to CONSULTANT by COUNTY's Contract Administrator or designee. Any verbal authorization for an emergency task will be confirmed to CONSULTANT with a written Notice to Proceed. CONSULTANT shall not commence work on any Task until receiving the verbal authorization for an emergency or written Notice to Proceed.

Due to the nature of the storm damage repair work, COUNTY reserves the right to limit the Scope of Work as deemed necessary prior to CONSULTANT's Tasks being performed. COUNTY may determine that a specific Task is no longer necessary and will communicate to CONSULTANT accordingly in the form of email communication. CONSULTANT shall be compensated for only those Tasks performed.

- C. COUNTY shall review CONSULTANT's progress at key points as specified in this Agreement. Milestone reviews shall be performed for the specific products and deliverables listed in Exhibit A. Milestones may only be changed by written agreement (may consist of an email) between COUNTY's Contract Administrator, or designee and CONSULTANT.
- D. If a submittal or deliverable is required to be an electronic file, CONSULTANT shall produce the file using Microsoft (MS) Office 2010 applications (specifically, MS Word, MS Project, and MS Excel). Signed reports shall be submitted in Adobe portable document format (PDF). Electronic AutoCAD 2015 or AutoCAD Civil 3D 2015 and MicroStation formats shall be used for submittal of plans or other similar documents as specified by COUNTY's Contract Administrator. All deliverables shall be submitted in language, format, and design that are compatible with and completely transferable to COUNTY's computer and engineering applications and that are acceptable to COUNTY's Contract Administrator. Newer versions of software may be used and other types of software used for analytical purposes may be authorized if approved in advance of the submittal by COUNTY's Contract

Administrator. CONSULTANT shall submit all deliverables to COUNTY's Contract Administrator in accordance with the completion time schedules identified in Exhibit A unless prior written approval is provided by COUNTY's Contract Administrator, or designee. Failure to submit the required deliverables in the format required may be grounds for termination of the Agreement, as provided in ARTICLE VI, Termination, herein.

- E. CONSULTANT's responsibilities for compliance with Disadvantaged Business Enterprise (DBE) requirements are described in ARTICLE XLVIII, Disadvantaged Business Enterprise (DBE) Considerations, and in ARTICLE XLIX, Disadvantaged Business Enterprise (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 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.

Subconsultant services and other direct costs including special reproductions, delivery charges, record searches, and other outside services authorized herein, shall be invoiced at CONSULTANT's cost, for the services rendered. Any invoices that include other direct costs shall be accompanied by backup documentation to substantiate CONSULTANT's costs for the services being billed on those invoices.

Reimbursement for mileage expenses for Consultant and subconsultants, if applicable, shall not exceed the lesser of (1) the rates to be paid to County employees under the current Board of Supervisors Travel Policy at the time the mileage expenses are incurred; or (2) the rates authorized to be paid to rank and file state employees under the then current State of California Department of Personnel Administration (DPA) rules. References to the DPA rates and Consultant's responsibilities for cost differences and any overpayments are more fully described in ARTICLE VII, Cost Principles and Administrative Requirements, herein. Mileage reimbursement rates apply to Consultant and to any subconsultants authorized under this Agreement. There shall be no markups allowed on mileage rates for Consultant or for any subconsultant. Any reimbursements for mileage expenses will only be made if such expenses are included in Exhibit C pursuant to this Agreement.

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 shall not exceed the amount agreed to in this Agreement, unless COUNTY and CONSULTANT amend this Agreement in writing and prior to the performance of the work.

For the purposes of budgeting the Tasks in Exhibit A, the maximum allowable billing amounts for each Task 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, Other Direct Costs, and subconsultants 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 items of work and tasks 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 seeks to 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. Progress reports shall include the total number of hours worked by CONSULTANT and any authorized subconsultants and shall include descriptions of the tasks and work performed, including a description of any deliverables submitted during the reporting period and the anticipated tasks, work, and deliverables proposed for the subsequent reporting period. Any invoices submitted by CONSULTANT for payment under the terms of this Agreement shall include copies of the progress reports that relate to the services being billed on those invoices.

ARTICLE IV

Performance Period:

- A. This Agreement shall go into effect upon execution, and CONSULTANT shall commence work after notification to proceed by COUNTY's Contract Administrator. The Agreement shall expire upon COUNTY's recordation of the Notice of Acceptance for the Project.
- B. CONSULTANT is advised that any recommendation for contract award is not binding on COUNTY until the Agreement is fully executed and approved by COUNTY.

ARTICLE V

Allowable Costs and Payments:

- A. CONSULTANT will be reimbursed for hours worked at the hourly rates specified in Exhibit B. The specified hourly rates shall include direct salary costs, employee benefits, overhead, and fee. These rates are not adjustable for the performance period set forth in this Agreement with the exception of increases to prevailing wage rates in accordance with Department of Industrial Relations regulations.
- B. In addition, CONSULTANT will be reimbursed for incurred (actual) direct costs other than salary costs.
- C. Progress payments for each Task will be made in arrears based on services provided and actual costs incurred.
- D. CONSULTANT shall not commence performance of work or services until this Agreement has been approved by COUNTY, and notification to proceed has been issued by COUNTY'S Contract Administrator. No payment will be made prior to approval or for any work performed prior to approval of this Agreement.
- E. 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 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 item of work, and shall include the beginning and ending dates of the overall period of service. 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 Services
Administration and Finance Division
2850 Fairlane Court
Placerville, California 95667
Attn.: Accounts Payable

or to such other location as COUNTY directs.

- F. If the Consultant fails to satisfactorily complete a deliverable according to the schedule set forth, no payment will be made until the deliverable has been satisfactorily completed.
- G. The total amount payable by COUNTY for this Agreement shall not exceed \$272,514.15.

ARTICLE VI

Termination:

- A. COUNTY reserves the right to terminate 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 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 total amount of this Agreement.
- 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 sole 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, Part 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 2 C.F.R. § 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.
- C. Any costs for which payment has been made to CONSULTANT that are determined by subsequent audit to be unallowable under 2 C.F.R. § 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards and 48 C.F.R. Federal Acquisition Regulations System, Chapter 1, Part 31.000 et seq., are subject to repayment by CONSULTANT to COUNTY.
- D. Notwithstanding any other provision of this Agreement to the contrary, payments to CONSULTANT for travel and subsistence (per diem) and mileage expenses, if applicable, for CONSULTANT's staff or for 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.

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

ARTICLE 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, FEMA, Comptroller General of the United States, 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., Part 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. All subcontracts 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. Said written authorization and approval shall be sought and obtained by CONSULTANT prior to subconsultants' commencement of any work under 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 written 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.” A credit to Federal funds is required when participating equipment with a fair market value greater than \$5,000 is credited to the Project.

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.
- 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. In accordance with the provisions of Labor Code Section 1810, eight (8) hours of labor shall constitute a legal day’s work upon all work done hereunder, and CONSULTANT and any subconsultant employed under this Agreement shall also conform to and be bound by the provisions of Labor Code Sections 1810 through 1815.
- E. No contractor or subcontractor may bid on any public works project, be listed in a bid proposal for any public works project, or engage in the performance of any contract for public work unless registered with the Department of Industrial Relations pursuant to Labor Code Section 1725.5 and 1771.1.

Contractor shall post job site notices as prescribed by Title 8 or California Code of Regulations Section 16451.

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 of consultant 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. 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 which is subject to the control of the same persons through joint-ownership, or otherwise.
- D. 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.
- E. 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, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, CONSULTANT understands and agrees that the provisions of 31 U.S.C. § 3801 *et seq.*, apply to this certification and disclosure, if any.
 - D. 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 that 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 sex, race, color, ancestry, religious creed, national origin, physical disability, mental disability, medical condition, age, marital

status, genetic information, gender, gender identity, gender expression, sexual orientation, military and veteran status, or denial of family care leave. 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, or 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.
- F. As a requirement of COUNTY's use of federal grand funds, CONSULTANT shall comply with Executive Order 11246, under 41 C.F.R. § 60-1.4(b), Equal Employment Opportunity (30 Fed. Reg. 12319, 12935, 3 C.F.R. Part, 1964-1965 Comp., p.339), as amended by Executive Order 11375, Amending Executive Order 11246 *Relating to Equal Employment Opportunity*, and implementing regulations at 41 C.F.R. Part 60 (Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor).

G. CONSULTANT shall comply with regulations relative to 41 C.F.R. Part 60-1.4(b).

(1) CONSULTANT shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

(2) CONSULTANT shall, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, or national origin.

(3) CONSULTANT shall send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(4) CONSULTANT shall comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(5) CONSULTANT shall furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(6) In the event of CONSULTANT's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions as may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(7) CONSULTANT shall include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24,

1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency the contractor may request the United States to enter into such litigation to protect the interests of the United States."

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. pt. 3000 and Title 2 C.F.R. pt. 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, 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.
- D. CONSULTANT must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.
- E. This certification is a material representation of fact relied upon by COUNTY. If it is later determined that CONSULTANT did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to COUNTY, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

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 Manual*, *Caltrans 2015 Standard Specifications*, *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 and geological 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*, *Caltrans Guidelines for Foundation Report Preparation for Bridges (December 2009)*, the El Dorado COUNTY Department of Transportation's Quality Assurance Program, American Society for Testing and Materials' testing procedures, 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.

Environmental services rendered under this Agreement shall be performed in accordance with, and in full compliance with, COUNTY, Caltrans and FHWA guidelines, the National Environmental Policy Act (NEPA), Pub. L. 91-190, 42 U.S.C. 4321-4347, January 1, 1970, as amended by Pub. L. 94-52, July 3, 1975, Pub. L. 94-83, August 9, 1975, and Pub. L. 97-258, § 4(b), Sept. 13, 1982, all NEPA guidelines and related regulations, the California Environmental Quality Act (CEQA), Public Resources Code Sections 210000 et. seq., and in full compliance with CEQA Guidelines, California Code of Regulations, Title 14, Chapter 3, Sections 15000 et. seq., such that the work will result in NEPA and CEQA certifiable environmental documents. Services shall

further conform to all State statutes, regulations and procedures, including those set forth in the Caltrans Local Assistance Procedures Manual (LAPM), the Local Assistance Program Guidelines (LAPG), the Caltrans Environmental Handbooks and the Caltrans Standard Environmental Reference (SER), and all other Caltrans guidance relating to federal-aid programs, all Title 23 federal requirements, and all applicable federal laws, regulations, and policy and procedural or instructional memoranda.

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 Exhibit A 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, FEMA, 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 the 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.

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, 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 Kevin Ross, Principal Engineer, 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 in Exhibit A; (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, personnel, technical, or other data and information relative to COUNTY's operations together with any knowledge therein acquired, in accordance with all applicable state and federal laws and regulations, as they may now exist or may hereafter be amended or changed. CONSULTANT, and all CONSULTANT's staff, employees, and representatives, including any subconsultants authorized herein, shall not use or disclose, directly or indirectly at any time, any said confidential information, other than to COUNTY's Department of Transportation 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 prior 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 non-final or draft administrative reports, studies, materials, and documentation, including but not limited to, all environmental documents and any Project Report (PR), relied upon, produced, created, or utilized for any items of work performed under this Agreement shall be held in confidence pursuant to Government Code § 6254.5(e) until release in accordance with CEQA. COUNTY and CONSULTANT agree that such material will not be distributed, released, or shared with any other organization, person, or group other than COUNTY's and CONSULTANT's employees and agents whose work requires that access.
- G. Any subcontract entered into as a result of this Agreement shall contain all of the provisions of this Article.
- H. This confidentiality provision shall survive after the expiration or earlier termination of this Agreement.

ARTICLE 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 subconsultants, if any are authorized herein, as they relate to services to be provided under this Agreement during the course and scope of their employment.

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

ARTICLE 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 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 the 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:

With a copy to:

County of El Dorado
Community Development Services
Department of Transportation
2850 Fairlane Court
Placerville, California 95667

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

Attn.: Matthew D. Smeltzer, P.E.
Deputy Director, Engineering
Fairlane Engineering Unit

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:

Drake, Haglan & Associates, Inc.
11060 White Rock Road, Suite 200
Rancho Cordova, California 95670

Attn.: Dennis M. Haglan, 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 acknowledgement in writing by COUNTY's Contracts 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, officers, or agents, 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, employees, and volunteers 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 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 FEMA 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:

<https://www.whitehouse.gov/omb/information-for-agencies>

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

FEMA Funding Acknowledgement: CONSULTANT acknowledges that FEMA financial assistance will be used to fund a portion of this Agreement. CONSULTANT shall comply with all applicable federal law; regulations; executive orders; and FEMA policies, procedures, and directives.

ARTICLE XL

No Obligation by the Federal Government: The federal government is not a party to this Agreement and is not subject to any obligations or liabilities to COUNTY, CONSULTANT, or any other party pertaining to any matter resulting from this Agreement.

ARTICLE XLI

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 11060 White Rock Road, Suite 200, Rancho Cordova, California 95670.

ARTICLE XLII

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 XLIII

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.

ARTICLE XLIV

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

ARTICLE XLV

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.

ARTICLE XLVI

Copyrights: COUNTY may permit copyrighting reports or other Agreement products. If copyrights are permitted, COUNTY, FEMA, 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.

ARTICLE XLVII

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 XLVIII

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 Exhibit A. COUNTY's Contract Administrator will provide CONSULTANT with the necessary DBE forms and information for use and/or submittal with CONSULTANT's proposal or CONSULTANT's final invoice.

ARTICLE XLIX

Disadvantaged Business Enterprise (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 L

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 LI

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 Department of Transportation 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 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 LII

Inspection of Work: CONSULTANT and any subconsultants authorized herein shall permit COUNTY, the State of California, and FEMA, 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 LIII

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 LIV

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.

ARTICLE LV

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 LVI

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 LVII

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 and women's business enterprises. 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 LVIII

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).

As a requirement of COUNTY's use of federal grant funds for contracts of amounts in excess of \$150,000, CONSULTANT shall comply with the following:

A. Clean Air Act

(1) CONSULTANT agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.

(2) CONSULTANT agrees to report each violation to the (name of the state agency or local or Indian tribal government) and understands and agrees that the (name of the state agency or local or Indian tribal government) will, in turn, report each violation as required to assure notification to the (name of recipient), Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

(3) CONSULTANT agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

B. Federal Water Pollution Control Act

(1) CONSULTANT agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. § 1251 et seq.

(2) CONSULTANT agrees to report each violation to the (name of the state agency or local or Indian tribal government) and understands and agrees that the (name of the state agency or local or Indian tribal government) will, in turn, report each violation as required to assure notification to the +Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

(3) CONSULTANT agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

ARTICLE LIX

Contract Administrator: The COUNTY Officer or employee with responsibility for administering this Agreement is Matthew D. Smeltzer, P.E., Deputy Director, Engineering, Fairlane Engineering Unit, Community Development Services, Department of Transportation, or successor.

ARTICLE LX

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 LXI

Partial Invalidity: If any provision, part of a provision, sentence, or word of the Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions, parts, sentences, and words will continue in full force and effect without being impaired or invalidated in any way.

ARTICLE LXII

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 LXIII

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 LXIV

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: _____

Matthew D. Smeltzer, P.E.
Deputy Director, Engineering
Fairlane Engineering Unit
Community Development Services
Department of Transportation

Requesting Department Concurrence:

By: _____ Dated: _____

Rafael Martinez, Director
Community Development Services
Department of Transportation

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. Mitrisin
Clerk of the Board of Supervisors

By: _____ Dated: _____
Deputy Clerk

-- DRAKE, HAGLAN & ASSOCIATES, INC. --

By: _____ Dated: _____
Dennis Haglan
President
"CONSULTANT"

By: _____ Dated: _____
Craig Drake
Chief Financial Officer

Drake, Haglan & Associates, 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 2017 Cosumnes Mine Road Bridge Repair Project (Project).

For Tasks with no designated schedule, a schedule will be determined at the time of assignment and specified in the Notice to Proceed for the Task, as applicable. Draft submittals shall be provided to COUNTY for review and comment. CONSULTANT shall incorporate comments and submit the final documents. Unless otherwise stated, CONSULTANT shall assume two (2) rounds of review.

Phase 1: Preliminary Engineering & Environmental Clearance

Task 1: Project Management – WBS Activity ID P010P

Task 1.1: Project Management

CONSULTANT shall manage the Project by tracking the schedule, budget, and value of the products produced. CONSULTANT shall also manage the subconsultant Project team, the Project workflow, and coordination between the CONSULTANT team and COUNTY. Monthly Project invoices shall be prepared for COUNTY and shall highlight work performed for that invoice period, anticipated work to be performed in the next invoice period, and a list of critical issues and decisions required. COUNTY will provide general direction to CONSULTANT.

Deliverables:

- Invoices with Project updates.

Schedule:

- CONSULTANT shall prepare and submit invoices with Project updates on a monthly basis.

Task 1.2: Progress Meetings

CONSULTANT's Project Manager and appropriate staff shall meet with COUNTY to manage and deliver the Project and update the Project schedule. CONSULTANT shall attend up to five (5) Project Delivery Team (PDT) meetings at COUNTY's office to keep COUNTY informed of the status of the Project and to gain timely decisions from COUNTY. CONSULTANT shall prepare meeting agendas and notes. CONSULTANT shall prepare a Monthly Progress Report with Issues Log.

Deliverables:

- Regularly Updated Project Schedule.
- Meeting Agendas and Notes.
- Monthly Progress Report with Issues Log.

Schedule:

- CONSULTANT shall update the Project schedule as needed for the duration of the Project and subject to County's Contract Administrator's approval.
- CONSULTANT shall participate in up to five (5) PDT meetings and submit meeting agendas two (2) days before each meeting and shall submit meeting notes within one (1) week after each meeting.
- CONSULTANT shall prepare and submit a Monthly Progress Report with Issues Log on a monthly basis.

Task 1.3: Kick-Off Meeting

CONSULTANT shall coordinate with COUNTY to hold a Project kick-off meeting at COUNTY's office. Items for discussion shall include: Project background, scope, concepts, schedule management, and environmental clearance of the Project. CONSULTANT shall prepare the kick-off meeting agenda and notes.

Deliverables:

- Kick-Off Meeting Agenda and Notes.

Schedule:

- CONSULTANT shall submit the meeting agenda two (2) days before the kick-off meeting and shall submit meeting notes within one (1) week after the kick-off meeting.

Task 2: Preliminary Engineering and Hydraulic Analysis**Task 2.0: Topographic, Base Mapping, and Boundary Surveys – WBS Activity ID P300P**

COUNTY will perform the topographic, base mapping, and boundary surveys for the Project and provide them to CONSULTANT for use in design. The topographic survey will be at a contour interval adequate for design and will use the NAD83 and NAVD88 datums. The topographic survey will also include a detailed tree survey and include dbh tree sizes and species. The boundary survey provided to CONSULTANT will include existing COUNTY right-of-way limits, property lines, and easements. All files from COUNTY will be provided to CONSULTANT in AutoCAD Civil 3D format and include a digital terrain model (AutoCAD Civil 3D Surface). CONSULTANT shall make necessary data conversions to COUNTY provided material in preparation of drafting plans.

Deliverables:

None – Data conversions will be used for deliverables of subsequent Tasks.

Task 2.1: Hydraulic Analysis and Scour Investigation – WBS Activity ID P010P

CONSULTANT shall provide hydraulic and hydrologic engineering services in accordance with the methodology specified in the County of El Dorado Drainage Manual as necessary to evaluate the hydraulic adequacy of the existing bridge and river channel flow characteristics, including scour countermeasure and slope protection recommendations at the north approach, should the existing bridge configuration remain feasible. CONSULTANT shall also evaluate the feasibility of realigning the channel flow perpendicular to the bridge. CONSULTANT shall present analysis and recommendations in a draft and final Hydraulic Study Report.

As part of this Task, CONSULTANT shall investigate the condition of the north abutment foundation; specifically, whether scour has occurred at the footing given the recent washout of approach fill. This investigative work may require underwater inspection techniques and safety measures.

Hydrologic Analysis

CONSULTANT's preliminary research of the FEMA Flood Insurance Study (FIS) indicated that a detailed study is not available at the bridge site. CONSULTANT shall coordinate with COUNTY to confirm the most recent Cosumnes River hydrology. In the event there is no available recent hydrologic data, CONSULTANT shall perform hydrologic analyses using the following two (2) methods: 1) the United States Geological Survey (USGS) Regional Regression Method; and 2) Flood-Frequency Analysis using data from a USGS gaging station. CONSULTANT shall identify the appropriate design floods (usually the 50-year flood), base flood (100-year flood), flood of record (if possible), and the overtopping flood. CONSULTANT's preliminary research has indicated that the Project is not within the Central Valley Flood Protection Board's (CVFPB) jurisdiction.

Hydraulic Analysis

CONSULTANT shall perform a hydraulic analysis to determine the design flow characteristics for the existing condition and proposed repair option, including the limits and water surface profiles through the study area for the base flood and overtopping flood. The hydraulic model of choice shall be the US Army Corps of Engineers' HEC-RAS Model. CONSULTANT shall obtain the surveyed channel cross-sections to be integrated into the base hydraulic model. If there is the need to conduct sediment transport analysis, CONSULTANT shall perform the analysis using the HEC-RAS model.

Deliverables:

- Draft and Final Preliminary Hydraulic Study Report (PDF).

Location Hydraulic Study

Based on CONSULTANT's preliminary qualitative assessments, the Project may result in a floodplain encroachment. CONSULTANT shall prepare a draft and final Floodplain Evaluation Report, including the Technical Information for Location Hydraulic Study and Floodplain Evaluation Report Summary form to document the investigation and determine the specific impacts to the floodplain.

Deliverables:

- Draft and Final Floodplain Evaluation Report (PDF).

Scour Analysis

CONSULTANT shall perform a bridge scour analysis to determine the scour potential per the methodology specified in the Federal Highway Administration's (FHWA) HEC-18, HEC-20, and HEC-23 manuals. CONSULTANT shall make recommendations on the need for scour countermeasures for the proposed bridge per the HEC-23 and California Bank and Shore Protection Manual.

Bridge Design Hydraulic Study

CONSULTANT shall prepare a draft and final Bridge Design Hydraulic Study Report, which shall summarize the results from the hydraulic and bridge scour analyses and recommendations for bridge scour countermeasures. The report shall also include all of the detailed hydraulic model output.

Deliverables:

- Draft and Final Bridge Design Hydraulic Study Report (PDF).

Task 2.2: Advance Planning Study/Type Selection Report

Task 2.2.1: Concept Development and Alternatives Analysis – WBS Activity ID P305P

CONSULTANT shall evaluate potential structural alternatives and coordinate different options with COUNTY prior to beginning detailed investigations. COUNTY and CONSULTANT shall determine three (3) repair options to be analyzed in detail.

Task 2.2.2: Advance Planning Studies – WBS Activity ID P305P

Advance Planning Studies shall be prepared for up to three (3) repair options as a basis for determining the preferred repair option. For each of the options, CONSULTANT shall prepare an Advance Planning Study Plan and an Advance Planning Estimate for each option. The Advance Planning Studies shall be prepared in conformance with COUNTY format and Computer-Aided Design (CAD) standards.

Deliverables:

- Advance Planning Study Plan for up to three (3) repair options.
- Advance Planning Estimate for up to three (3) repair options.

Task 2.2.3: Draft Type Selection Report – WBS Activity ID P305P

Consultant shall prepare a draft Type Selection Report to summarize the results of the concept development and alternatives analysis, and make a recommendation in regard to the preferred repair option. The report shall include a discussion of the preliminary hydraulic report, geotechnical studies, and shall consider environmental, right-of-way, constructability, and construction cost impacts. The format and content of the Type Selection Report shall be prepared in accordance with the Caltrans Bridge Memos to Designers Manual.

Deliverables:

- Draft Type Selection Report (PDF).

Task 2.3: 35% Plans & Estimate (P&E) – WBS Activity ID P435P

A draft and final General Plan and General Plan Estimate shall be prepared for the preferred repair option and shall be included in the Type Selection Report. The chosen repair option, once reviewed and approved by COUNTY, shall be the basis for the final design of the structure.

A submittal of the Draft 35% P&E, and Final Type Selection Report shall be provided to COUNTY. Upon receipt of COUNTY's comments, CONSULTANT shall review and incorporate applicable revisions into the design and shall resubmit the Final 35% P&E package for review.

Deliverables:

- Draft and Final General Plan for preferred repair option (PDF).
- Draft and Final General Plan Estimates for preferred repair option (PDF).
- Draft and Final Type Selection Report and 35% P&E (PDF).

Assumptions:

- To establish a baseline estimate for all plans, specifications, estimates, reports, and permit applications, CONSULTANT assumes two (2) rounds of review/resubmittal for each deliverable made to COUNTY, Caltrans, and regulatory agencies.

Task 3: Environmental Review – WBS Activity ID P500P

CONSULTANT shall follow the Caltrans Local Assistance Procedures Manual (LAPM) and Standard Environmental Reference (SER) guidelines, unless directed otherwise by COUNTY. It is anticipated that the NEPA environmental documentation will be a Categorical Exclusion (CE) supported by technical studies if no significant environmental impacts are determined to result from the Project.

COUNTY will be the lead CEQA agency during the preparation of the CEQA environmental document. It is anticipated at this time based on the information currently reviewed that the necessary environmental document shall be an Initial Study/Mitigated Negative Declaration (IS/MND). CONSULTANT shall prepare the environmental

document based on the technical studies previously prepared for NEPA approval and shall meet the applicable requirements under CEQA and local regulation.

Assumptions:

- FEMA or the US Army Corps of Engineers will prepare the NEPA document (i.e., CE) based on the technical studies prepared by CONSULTANT.

Task 3.1: Purpose and Need Statement/Project Description

COUNTY is the lead agency under CEQA for all discretionary actions related to the Project. FEMA or the US Army Corps of Engineer’s has Project oversight. CONSULTANT shall prepare a draft and final Purpose and Need Statement that addresses the discretionary actions for both lead agencies. The Purpose and Need Statement shall provide the basis for the appropriate regulatory guidance documentation for compliance with both NEPA and CEQA. In coordination with COUNTY, CONSULTANT shall also draft a Project description which shall be used in the technical studies listed below and the CEQA clearance documentation. COUNTY will be responsible for coordinating directly with Caltrans, State, and Federal agencies.

Deliverables:

- Draft and Final Purpose and Need Statement (PDF).
- Draft Project Description (PDF).

Assumptions:

- FEMA or the US Army Corps of Engineers will prepare the NEPA document (i.e., CE) based on the technical studies prepared by CONSULTANT.
- It is anticipated that the necessary environmental document shall be an Initial Study/Mitigated Negative Declaration (IS/MND).

Task 3.2: Technical Studies

CONSULTANT shall prepare the following technical studies in compliance with CEQA and NEPA procedures in accordance with the Caltrans SER, as well as Caltrans District 3 and FHWA guidelines, unless directed otherwise by COUNTY.

Task 3.2.1: Area of Potential Effect Map

CONSULTANT shall prepare an Area of Potential Effect (APE) Map for the Project based on GIS shape file data and base layer(s) which shall depict the area that will be affected during Project construction, including staging and access areas. The APE Map shall be plotted on a base map at a scale of 1”=100’ or 1”=200’ with a bar scale and shall depict existing and proposed rights-of-way, the location of any known cultural resources, areas of direct and indirect impact, roads and bridges, and shall include a signature and date block. COUNTY will arrange property access permissions for all parcels situated in the approved APE.

Deliverables:

- Draft and Final APE Map (PDF).

Assumptions:

- Preparation of the APE Map will require no more than two (2) revisions due to changes made in the APE by COUNTY.
- Fish passage or other river modifications will not be required.

Task 3.2.2: Archaeological Survey Report (ASR)/Historic Property Survey Report (HPSR)

CONSULTANT shall conduct ASR and HPSR cultural resource studies that are needed for COUNTY and Caltrans to address the requirements of NEPA, CEQA, and Section 106 of the National Historic Preservation Act using guidance from the Caltrans 2014 First Amended Programmatic Agreement Among The Federal Highway Administration, the Advisory Council on Historic Preservation, the California State Historic Preservation Officer, and the California Department of Transportation Regarding Compliance With Section 106 of the National Historic Preservation Act, as it Pertains to the Administration of the Federal-Aid Highway Program in California (Section 106 PA); specifically Stipulation XVI: Emergency Situations.

Research and Field Investigation

CONSULTANT shall conduct the following tasks in order to identify archaeological and built environment cultural resources that may be affected by the Project.

- A complete records search shall be conducted at the North Central Information Center. The records search shall identify previously recorded or otherwise known cultural resources and previous cultural resource studies within or adjacent to the APE.
- CONSULTANT shall review cultural resource inventories to identify cultural resources that may be listed within or adjacent to the APE. Relevant listings are the California Inventory of Historic Resources, Five Views: An Ethnic Sites Survey for California, California Historical Landmarks, California Points of Historical Interest, National Historic Landmarks, and the Directory of Properties in the Historic Property Data File which contains the listings of the National Register of Historic Places and the California Register of Historical Resources. If available, appropriate City and County listings shall be reviewed.
- CONSULTANT shall conduct background research and a literature review, consisting of a review of archaeological, ethnographic, historical, and environmental publications and maps. The background research shall identify previously recorded or otherwise known cultural resources in or adjacent to the APE.
- CONSULTANT shall contact the Native American Heritage Commission in Sacramento for: 1) a review of the Sacred Lands File to determine if the APE contains any listed sites; and 2) a list of Native American contacts who may have

concerns about the Project. Local Native Americans on that list shall be contacted by letter and follow-up telephone calls pursuant to Section 106, as necessary, to inquire about any concerns or information they may have.

- CONSULTANT shall contact the El Dorado County Historical Society for any information or concerns they may have about the Project.
- CONSULTANT shall conduct a cultural resources field survey to identify and document resources present within the APE.
- CONSULTANT shall coordinate with Caltrans Professionally Qualified Staff regarding any identified resources that appear exemptible in accordance with the Section 106 PA.
- CONSULTANT shall perform Section 106 consultation and shall assist with AB-52 consultation.

Assumptions:

- No Extended Phase I (XPI) or Phase II (P2) archaeological investigations.
- At most, one (1) cultural resource shall require recordation. No archaeological resources will be found.
- No more than two (2) rounds of comments shall be needed to finalize the cultural resource compliance documents.
- AB-52 support shall consist of drafting one (1) correspondence letter only.
- No attendance at any meetings with impacted Native American tribes and no follow-up will be required by CONSULTANT.

Task 3.2.2A: Historical Resources Evaluation Report (HRER)

CONSULTANT reviewed Parcel Quest, Google Earth, and historical USGS maps to identify cultural resources within the Project area. The Project area is located within a timber preserve and CONSULTANT did not identify any historically significant buildings within the Project area that may be potentially affected. CONSULTANT identified the Cosumnes Road, which led to the Cosumnes Mine (originally Melton Mine) since at least 1893, in the Project area. Caltrans lists the Cosumnes Mine Road Bridge (Bridge No. 25C0102) as a Category 5 bridge (not eligible for listing in the National Register of Historic Places) on their historic bridge inventory (updated June 2017). However, if after further consultation with Caltrans it is determined that the bridge must be evaluated as a contributor to the Cosumnes Mine, CONSULTANT shall prepare a Historical Resource Evaluation Report (HRER) to Caltrans standards.

If necessary, CONSULTANT shall prepare a HRER to Caltrans standards to evaluate one (1) built environment resource located within the APE for inclusion in the California Register of Historical Resources and National Register of Historic Places (if it cannot be exempted in coordination with Caltrans). CONSULTANT shall document the evaluation on Department of Parks and Recreation (DPR) 523 series form records which shall be appended to the HRER. If the built environment resource is determined eligible for

listing in the National Register of Historic Places, a Findings of Effect (FOE) will be required to document effects to the historic property.

Deliverables:

- Draft and Final ASR (PDF).
- Draft and Final HPSR (PDF).
- If necessary, Draft and Final HRER (includes DPR records) (PDF).

Assumption:

- Ten (10) hours will be needed for responding to comments generated during review of the HRER and DPR records.

Task 3.2.3: Natural Environment Study (NES)

CONSULTANT shall prepare a draft and final Natural Environment Study (NES), in accordance with the current format guidelines from Caltrans. This document shall compile and integrate data and information from a literature review and current database records, include a description of field methods and results of the field studies and protocol surveys, address sensitive plant and animal species that are known or have potential to occur, assess site physical and hydrological conditions, and calculate impacts and mitigation in an appropriate regulatory context.

The NES shall update the results of a literature review of federal and State lists of sensitive species and current database records (e.g., CNDDDB), a description of the field methods, and the results of the directed surveys. Field work shall be conducted by a qualified biologist in order to document the presence/absence of sensitive biological resources (e.g., species or habitats), or to determine the potential for occurrence of such resources that may not be detectable when the field work is conducted. The results of these surveys shall be included in the NES. The NES shall follow the latest template in the Caltrans SER. The NES shall also include discussion on how the Project will comply with federal laws, acts, and Executive Orders (EO) including, but not limited to:

- EO 13112 Invasive Species (including avoidance and minimization measures to prevent the spread of invasive species both in and out of the Project site),
- EO 11990 Protection of Wetlands,
- EO 11988 Floodplain Management (Natural and Beneficial Floodplain Values),
- Migratory Bird Treaty Act, and
- Section 7 of the Federal Endangered Species Act.

Additional work to support the NES includes acquisition/review of CAD and/or GIS files for the Project, impact calculations and analysis, and coordination with the Project team on design considerations and BMPs for the construction and post-construction phases.

Deliverables:

- Draft and Final NES (PDF).

Task 3.2.4: Biological Assessment (BA)

CONSULTANT shall prepare a draft and final Biological Assessment (BA) to support Section 7 consultation with the United States Fish and Wildlife Service (USFWS) and/or the National Marine Fisheries Service (NMFS) to determine the potential for the repair of the bridge to impact federal listed threatened and endangered species. The BA shall follow the latest template in the Caltrans SER. The BA shall describe the action area and the species and critical habitat considered. The Project shall be evaluated for the potential to impact certain listed species that occur in the region. The BA shall include an effects analysis and determination as to the potential for the Project to affect the protected resources.

Deliverables:

- Draft and Final BA (PDF).

Task 3.2.5: Jurisdictional Wetland and Waters Delineation Report

CONSULTANT shall conduct a wetland delineation, identifying boundaries, types, and acreages of all aquatic resources that are under the jurisdiction of the US Army Corps of Engineers, Regional Water Quality Control Board, and California Department of Fish and Wildlife. Prior to field work, CONSULTANT shall review Project-specific hydrological feature data and publicly available information from the US Fish and Wildlife Service National Wetlands Inventory, US Geological Survey Blue-Line data, Natural Resource Conservation Service soil survey maps, aerial imagery, and topographic maps. Potential Federal and State waters contained within the survey area shall be evaluated using the methodology set forth in the US Army Corps of Engineers Wetland Delineation Manual (1987) and the Arid West Regional Delineation Supplement (2008). CONSULTANT shall prepare a draft and final Jurisdictional Wetland and Waters Delineation Report.

Deliverables:

- Draft and Final Jurisdictional Wetland and Waters Delineation Report (PDF).

Task 3.2.6: Hazardous Waste Initial Site Assessment (ISA) Memorandum

As part of the ISA, CONSULTANT shall conduct sampling and testing for Naturally Occurring Asbestos (NOA) and lead in the paint on the bridge. The findings of these tests shall be included in a draft and final Hazardous Waste ISA Memorandum along with recommendations for disposal and remediation if needed.

Limited Phase 2 Environmental Site Assessment (ESA)

CONSULTANT shall prepare a Limited Phase 2 ESA Report for the Project based on historic evidence of NOA and Asbestos Containing Materials (ACM) used in concrete as aggregate. Additionally, the bridge steel girders are of an age where lead-based paint was commonly used. CONSULTANT shall perform the following field work and chemical laboratory testing to better quantify the potential for hazardous wastes at the site, for worker safety, and for cost development for handling and disposing the hazardous materials:

- Prepare a Health and Safety Plan (HASP) for worker safety and sampling, handling, and transporting of the potentially hazardous materials.
- Obtain a no-cost Encroachment Permit to work within COUNTY's right-of-way to perform sampling.
- Obtain ten (10) discrete-lead-paint samples from the girders in a random pattern using hand-scraping tools.
- Use portable concrete coring equipment; obtain three (3) concrete cores from each abutment location (where accessible).
- Transport all of the samples to a testing facility and test the paint chips for lead while the recovered concrete cores and any rock core shall be tested for asbestos.

CONSULTANT shall prepare the Limited Phase 2 ESA Report, which shall include a description of the field work, summary of the chemical laboratory testing results, identified samples that are in excess of the allowable concentrations of hazardous waste, and a discussion of the required handling of the identified hazardous materials during construction, storage, and disposal.

Deliverables:

- Draft and Final Hazardous Waste ISA Memorandum (PDF).
- Draft Limited Phase 2 ESA Report (PDF).
- Final Limited Phase 2 ESA Report (PDF).

Task 3.2.7: Visual Assessment Technical Memorandum

CONSULTANT shall prepare a Visual Impacts Guide/Questionnaire to help determine if the Project has the potential to impact visual resources. It is anticipated that a Visual Assessment Technical Memorandum shall be required. CONSULTANT shall prepare a draft and final Visual Assessment Technical Memorandum which shall follow methodology and protocol developed by FHWA and adopted by Caltrans and shall include a discussion of the methodology, terms, and thresholds for significance; an overview of applicable local, state, and federal policies and guidelines regarding visual resources (including general plan and state scenic highway guidelines); a description of the regional visual character and area-specific landscape view shed units (which comprise the baseline conditions for assessing aesthetic impacts); a characterization of viewer groups and their responses to changes in views and impact analysis which shall focus on changes in key views, overall visual character, nighttime light, and daytime glare; and recommendations and mitigation measures to lessen potential Project impacts.

Deliverables:

- Draft and Final Visual Assessment Technical Memorandum (PDF).

Task 3.2.8 Water Quality Assessment Technical Memorandum

CONSULTANT shall prepare a draft and final Water Quality Assessment Technical Memorandum in accordance with Caltrans guidelines and requirements. The memorandum shall evaluate potential short-term and long-term water quality impacts on the North Fork of the Cosumnes River. Potential Project impacts associated with construction activities, maintenance activities, and roadway runoff shall be evaluated. Potential causes of erosion, siltation, and sources of pollutants and the effects of these substances on the quality of receiving waters shall be evaluated. Mitigation measures, including Best Management Practices specified in Caltrans' Storm Water Quality Handbook Planning and Design Guide, shall be identified for any significant water quality impacts that may occur during construction and/or operation of the new bridge structure.

Deliverables:

- Draft and Final Water Quality Assessment Technical Memorandum (PDF).

Task 3.3: Prepare CEQA Documentation

To comply with the California Environmental Quality Act (CEQA) it is anticipated that an Initial Study/Mitigated Negative Declaration (IS/MND) will be required. CONSULTANT shall prepare the IS/MND document and public notices provided that an IS/MND will be sufficient under CEQA. COUNTY will mail the public notices, provide public noticing, and attend any meetings or public hearings for IS/MND approvals.

The IS/MND shall include, but is not limited to analysis of the following issue areas:

- Aesthetics/Visual Resources;
- Agricultural Resources;
- Air Quality;
- Biological Resources;
- Cultural Resources;
- Energy;
- Fire Protection;
- Geological Resources;
- Hazardous Materials;
- Hydrology and Water Quality;
- Historic Resources;
- Land Use;
- Noise;
- Population and Housing;
- Public Services;

- Recreation;
- Transportation/Circulation;
- Utilities and Service Systems,
- Tribal Resources; and
- Mandatory Finding of Significance.

Task 3.3.1: Prepare Administrative Draft IS/MND

CONSULTANT shall prepare an Initial Study (IS) for the Project. It is the goal of the IS to support adoption of a Mitigated Negative Declaration (MND) by COUNTY if the IS confirms that and MND is the appropriate document under CEQA. CONSULTANT shall submit an outline of the document to the Project team for review before document preparation begins.

Deliverables:

- Outline of IS/MND
- Administrative Draft IS/MND (PDF).

Task 3.3.2: Prepare and Submit Public Draft IS/MND

After review and approval by COUNTY, CONSULTANT shall prepare a screen check IS/MND for final approval before public circulation and review. CONSULTANT shall prepare and submit the Notice of Completion (NOC) to the State Clearing House along with thirty (30) bound copies of the draft IS/MND.

Deliverables:

- Electronic copy of the screen check for review and approval.
- NOC to the State Clearing House and delivered with thirty (30) bound copies of the draft IS/MND.

Task 3.3.3: Prepare and Submit Administrative Final IS/MND

At the conclusion of the thirty (30) day public comment period, CONSULTANT shall meet with the Project development team to discuss the comments received and the preparation of the final document. In addition, a draft Mitigation Monitoring and Reporting Program (MMRP) for CEQA shall be prepared as part of the final document.

Deliverables:

- Draft and Final IS/MND with response to comments and draft MMRP (PDF).

Task 3.3.4: Prepare and Submit Final IS/MND

After the Project development team and COUNTY has reviewed the draft and final IS/MND and draft MMRP, CONSULTANT shall incorporate the necessary revisions into the document and submit the Final IS/MND and Final MMRP. CONSULTANT shall

prepare a memorandum of concurrence of bid package with environmental and regulatory compliance.

Deliverables:

- Final IS/MND and Final MMRP (PDF).
- Memorandum of concurrence of bid package with environmental and regulatory compliance (PDF).

Task 4: Geotechnical Investigation – WBS Activity ID P400P

Field Investigation and Laboratory Testing

CONSULTANT shall perform the following:

- Visit the Project site to mark with white paint the proposed boring locations, and call USA North 811 a minimum of seventy-two (72) hours prior to the start of the field investigation work to identify potential underground conflicts.
- Pay all fees and obtain a well construction/destruction (boring) permit from COUNTY's Department of Environmental Health to perform borings at the Project site.
- Obtain an encroachment permit to perform work within COUNTY's right-of-way (at no cost).
- Drill two (2) borings to completion depths where rock or rock like material is identified. These borings shall be located adjacent to the bridge approach washout in COUNTY's right-of-way. The drilling work shall be used to obtain disturbed and relatively undisturbed representative soil samples for use in better characterizing the soil conditions at the proposed foundation locations.
- Directly inspect and measure any scour at the north abutment, as well as the overall foundation condition. It is anticipated the visual inspection and measurements can be made by means of shallow diving or wading to determine where the bottom of footing is with respect to the bottom of the river channel.
- CONSULTANT's engineer or geologist shall be on-site full time logging the recovered soil samples as drilling progresses. The soils and rock shall be classified in accordance with the 2010 Caltrans Soil and Rock Logging, Classification, and Presentation Manual.
- The borings shall be backfilled with lean cement grout in accordance with the State Water Resources Control Board requirements. Drill cuttings shall be lost on-site.
- Representative soil samples shall be tested in a laboratory to better determine their engineering parameters. Laboratory testing shall generally consist of moisture/density testing, gradation determination, corrosive potential, unconfined compressive strength, R-value testing, and direct shear strength testing. Actual testing shall be determined when the soil and rock samples are recovered during the field investigation.

The descriptions of the encountered soils, summary of laboratory testing, and locations of the borings shall be provided on a Log of Test Borings prepared in accordance with Caltrans requirements.

Deliverables:

- Log of Test Borings (LOTB) (PDF).

Preliminary Foundation Report

CONSULTANT shall prepare the draft and final Preliminary Bridge Foundation Report in accordance with the 2009 Caltrans Foundation Report Preparation for Bridges to provide design and construction recommendations for the bridge replacement. The report shall include the following:

- A description of the geotechnical work performed.
- A Project summary and description of the proposed improvements.
- An overview of the field investigation performed as part of the study.
- A summary of the laboratory testing performed as part of the study.
- A discussion of the regional and site geology as it pertains to the proposed improvements.
- A preliminary discussion of the regional seismology and assumed preliminary seismic design parameters for the Project site prepared in accordance with the Caltrans 2009 ARS Online Design Tool and Caltrans Seismic Design Criteria, Version 1.6, November 2010.
- A summary and discussion of the available as-built information as it pertains to the proposed foundation selection.
- A discussion of the predicted scour and the effects of scour on potential foundation types. Grain size information from the field investigation shall be used to aid in the scour predictions.
- A discussion of the preliminary foundation recommendations for the proposed repair option taking into consideration the preliminary loading demands, site soil and rock conditions, environmental constraints, scour, and cost.
- A discussion of recommended additional field work and laboratory testing required for the final design.

CONSULTANT shall prepare the Preliminary Bridge Foundation Report for submittal to the Project team and County for review and use during Type Selection.

Deliverables:

- Draft and Final Preliminary Foundation Report (PDF).

Foundation Report

CONSULTANT shall prepare a Foundation Report in accordance with the 2009 Caltrans Foundation Report Preparation for Bridges to provide design and construction recommendations for the selected repair option. The report shall include the following:

- 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 LOTB with the boring presented.
- A discussion of the regional seismology and seismic design parameters for the Project site in accordance with the Caltrans 2009 ARS Online Design Tool and the Caltrans Seismic Design Criteria, Version 1.7, November 2013.
- A liquefaction evaluation of the identified site soils and methods of remediation shall be provided, if required.
- An engineering soil profile of the Project site that shall be used to aid in the design of the proposed foundations.
- The results of the grain size determination of the site soils for use in determining the predicted scour at the site based upon the proposed bridge configuration.
- New and retrofitted foundation recommendations for the bridge shall be provided (if required).
- Slope stability analyses shall be performed for the completely saturated case when the creek is full flowing and for the seismic case when water is at the annual mean elevation.
- New flexible structural pavement section recommendations for the reconstructed bridge approach.
- Contract Standard Special Provision (SSP) language for inclusion in the Contract Documents to better identify and quantify the foundation construction risk during bidding, and therefore, reduce the occurrence of a Contract Change Order (CCO) resulting from the foundation excavation and construction.

The Draft Bridge Foundation Report shall be prepared and submitted to the Project team and COUNTY for review and comment. Upon receipt of all review comments, CONSULTANT shall prepare the Final Bridge Foundation Report to be submitted for Project approval and use in developing the final Contract Documents.

Deliverables:

- Draft and Final Bridge Foundation Report (PDF).

Task 5: Plans, Specifications, and Estimate (PS&E)

Task 5.1: 65% Structures Design and Detailing – WBS Activity ID D215I

The repair shall be designed in accordance with the AASHTO LRFD Bridge Design Specifications, with the latest version of Caltrans amendments and applicable sections of the Caltrans Bridge Memos to Designers and Bridge Design Aids manuals. The design shall meet COUNTY, Caltrans, and FHWA standards in effect as of the date of the Notice to Proceed. Seismic design shall be performed in accordance with latest edition of the Caltrans Seismic Design Criteria if it is determined that the preferred repair option includes an additional span. If no additional span is included as part of the preferred repair option, seismic analysis shall not be performed. 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. Quantity calculations will be prepared in accordance with Section 11 of Caltrans Bridge Design Aids Manual. The Bridge General Plan Estimate shall be updated from the 35% design and shall follow the Caltrans Standard Bid Items list.

Task 5.2: Structures Design Check – WBS Activity ID D215I

Upon completion of the 65% structures design and detailing, CONSULTANT shall perform an independent design check of the 65% structure plans in conformance with standard Caltrans bridge design procedures. A separate engineer, not involved in the development of the original design, shall perform independent calculations and review the 65% structure plans to check the repair layout and structural integrity. The checker and designer shall work jointly to resolve discrepancies.

Task 5.3: 95% Structures Plans – WBS Activity ID D305I

CONSULTANT shall develop the repair design to the 95% level and incorporate any modifications from the 65% design and independent structures design check. Additional notes and details shall be added as necessary to clarify the design.

Task 5.4: 95% Roadway Design Coordination and Review – WBS Activity ID D305I

CONSULTANT shall coordinate with COUNTY to ensure the latest information developed by COUNTY is correctly reflected on the structure plans. CONSULTANT shall also share the latest structural details with COUNTY for incorporation into the roadway plans. CONSULTANT shall review the latest roadway designs to identify any design features that would conflict with the structure elements.

Task 5.5: 95% Structures Technical Specifications – WBS Activity ID D305I

CONSULTANT shall compile the structures technical specifications using the latest Caltrans Standard Special Provisions (SSP's) and provide to COUNTY for incorporation in the final contract documents. The basis of the specifications shall be the Caltrans Standard Specifications, 2015 edition. CONSULTANT shall prepare Draft Structures Technical Specifications with "Strike and Hide" text printed. Editing to use Caltrans "Red/Blue" editing format.

Task 5.6: 95% Structures Engineer's Estimate – WBS Activity ID D315I

CONSULTANT shall prepare two (2) independent sets of quantity calculations. The quantity calculations shall be organized and detailed for use by field inspectors during construction. Standard Caltrans summary sheets shall be used for quantity calculations, aiding in facilitating the review process and use by the construction personnel. Quantity estimators shall agree within tolerances prescribed in Chapter 11 of the Caltrans Bridge Design Aids Manual. Any deviations shall be resolved and the Marginal Estimate sheet shall be prepared.

Unit prices shall be applied by CONSULTANT to each structures contract item resulting in the Engineer's Estimate of Probable Construction Cost (Estimate). Prices used shall be based on the latest available data from COUNTY and Caltrans, reflecting the location of the Project and the quantity of each item. Non-participating costs, if any, shall be segregated in the estimate.

Task 5.7: QA/QC (95% Submittal) – WBS Activity ID D315I

CONSULTANT'S senior level staff not involved with the Project shall perform an independent QA/QC review of the 95% PS&E package. Appropriate comments from this review shall be incorporated and revisions made prior to submittal to COUNTY.

Task 5.8: Draft PS&E (95%) Submittal – WBS Activity ID D315I

CONSULTANT shall electronically submit the 95% Structures Plans, Technical Specifications, and Estimate to COUNTY. Upon receipt of COUNTY comments on the 95% submittal, CONSULTANT shall review and incorporate applicable revisions into the Final design.

Deliverables:

- One (1) electronic copy of Draft 65% plans.
- One (1) electronic copy of Draft 65% structures design check.
- One (1) electronic copy of Draft 95% Structures Plans in PDF format.
- One (1) electronic copy of Draft reconciled design and check quantity calculations in PDF format.
- One (1) electronic copy of Draft 95% Structures Technical Specifications in MS Word format.
- One (1) hard copy of Draft 95% Structures Technical Specifications.
- One (1) electronic copy of 95% Engineer's Estimate of Probable Costs in PDF format.
- One (1) electronic copy of Draft 95% PS&E in PDF format.

Task 5.9: Regulatory Agency Permitting – WBS Activity ID D235I

CONSULTANT shall prepare 401, 404, and 1601 permit applications for the Project, including permits from the US Army Corps of Engineers, CDFW, and RWQCB. A habitat

mitigation and monitoring plan (HMMP) shall be developed by CONSULTANT that includes mitigation requirements from the NES, BA and IS/MND. CONSULTANT shall incorporate HMMP recommendations into the final plans and specifications.

Deliverables:

- Prepare 401, 404, and 1601 permits.
- Prepare HMMP (PDF).

Task 5.10: Permit Compliance – WBS Activity ID D235I

Once all permits have been received, CONSULTANT shall prepare a draft and final environmental commitment record (ECR) and provide it to COUNTY. CONSULTANT shall review the ECR and ensure the permit requirements are fully incorporated into the Final Structures PS&E package.

Task 5.11: Final Structure Plans Revisions – WBS Activity ID D320I

CONSULTANT shall resolve any outstanding design issues from the 95% design and prepare final structure plans.

Task 5.12: Final Structures Technical Specifications Revisions – WBS Activity ID D320I

Based on COUNTY comments, the ECR, and final review of the Project documents, CONSULTANT shall make final revisions to the structures technical specifications.

Task 5.13: Final Structures Engineer’s Estimate Revisions – WBS Activity ID D320I

Based on any changes to the design and/or specifications, as well as a final review of the Project documents, CONSULTANT shall make final revisions to the structures estimate.

Task 5.14: Final Roadway PS&E Coordination and Review – WBS Activity ID D320I

CONSULTANT shall coordinate with COUNTY to ensure the latest information is being reflected on the structure plans. CONSULTANT shall also share the final structure plans with COUNTY for incorporation into the roadway plans. CONSULTANT shall review the latest roadway plans to identify any design features that would conflict with other disciplines.

Task 5.15: Final Structure PS&E Submittal – WBS Activity ID D320I

CONSULTANT shall electronically submit the Final Structure Plans, Technical Specifications, and Estimate to COUNTY. The submittal shall also include the AutoCAD files for the structures portion of the Project. CONSULTANT shall perform an independent QA/QC review of the Final package and incorporate appropriate revisions prior to submittal to COUNTY. CONSULTANT shall prepare a Resident Engineer’s file for the structures portion of the work.

Deliverables:

- Draft and Final ECR.
- One (1) copy Final Structures Plans signed and sealed by an Engineer registered in the State of California in 22"x34" PDF format.
- One (1) copy Final Structures Plans signed and sealed by an Engineer Registered in the State of California in 11"x17" PDF format.
- One (1) copy of Final Structures Technical Specifications and appropriate specifications from Divisions II-X along with a Signature Page signed and sealed by an Engineer registered in the State of California in MS Word format.
- One (1) electronic copy of Final Engineer's Estimate in PDF format.
- One (1) electronic copy of design and check sets of structure quantity calculations in PDF format.
- One (1) electronic copy of final design and structure check calculations in PDF format.
- Resident Engineer's file for the structures.
- AutoCAD Electronic Project Files in AutoCAD format (2015 Version or earlier).

Assumptions:

- Two (2) rounds of review/resubmit for each deliverable made to COUNTY, Caltrans, and regulatory agencies for all plans, specifications, estimates, reports, and permit applications.
- Utility relocation will not be required.

Task 6: Bidding Assistance – WBS Activity ID A110/E**Task 6.0: Bidding Assistance**

CONSULTANT shall provide bidding assistance to COUNTY. This shall include pre-bid meeting attendance, consultation and interpretation of the contract documents, answering questions from prospective bidders, and assisting COUNTY in preparing addenda to the PS&E during the advertisement period.

Deliverables:

- Contract Addenda as required.
- Response to bidders RFI's as required.

Task 7: Construction Engineering Support Assistance (Optional Task) – WBS Activity ID C010E

COUNTY may require CONSULTANT to perform Optional Tasks as required for the Project. Such Optional Tasks may supplement, expand, or otherwise modify the Scope

of Work and may include, but not be limited to, responses to RFI's, preparation of Contract Change Orders, preparation of Bridge As-Built Drawings, construction engineering support services, or 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 CONSULTANT a written Notice to Proceed (may consist of an email) for CONSULTANT to perform those tasks in accordance with the provisions of this Agreement.

Drake, Haglan & Associates, Inc.

Exhibit B

Rate Schedule

Classification	Range	Billing Rate Range		
Administrative Assistant		\$52.00	-	\$90.00
Administration		\$90.00	-	\$109.00
Administration - Office Manager		\$118.00	-	\$131.00
CAD Designer		\$85.00	-	\$104.00
CAD Manager		\$124.00	-	\$150.00
CAD Technician I		\$60.00	-	\$71.00
CAD Technician II		\$71.00	-	\$82.00
CAD Technician III		\$82.00	-	\$93.00
Senior CAD Designer		\$106.00	-	\$123.00
Senior CAD Technician		\$95.00	-	\$139.00
Senior Designer		\$93.00	-	\$123.00
Assistant Construction Inspector		\$84.00	-	\$105.00
Assistant Office Engineer		\$66.00	-	\$80.00
Assistant Resident Engineer		\$117.00	-	\$141.00
Construction Inspector		\$96.00	-	\$178.00
Construction Manager		\$145.00	-	\$225.00
Office Engineer		\$80.00	-	\$105.00
Resident Engineer		\$143.00	-	\$212.00
Senior Construction Inspector		\$115.00	-	\$185.00
Senior Office Engineer		\$105.00	-	\$138.00
Senior Resident Engineer		\$199.00	-	\$225.00
Structures Representative		\$136.00	-	\$224.00
Engineering Technician		\$38.00	-	\$55.00
Assistant Engineer	Range A	\$85.00	-	\$109.00
	Range B	\$112.00	-	\$136.00
Associate Engineer		\$150.00	-	\$164.00
Engineer	Range A	\$115.00	-	\$128.00
	Range B	\$123.00	-	\$142.00
	Range C	\$142.00	-	\$153.00
Senior Engineer	Range A	\$136.00	-	\$180.00
	Range B	\$158.00	-	\$191.00
	Range C	\$161.00	-	\$207.00
	Range D	\$191.00	-	\$300.00
Principal Engineer		\$244.00	-	\$314.00
Assistant Environmental Planner		\$60.00	-	\$87.00
Environmental Planner		\$93.00	-	\$123.00

Classification	Range	Billing Rate Range	
Environmental Planner - Biologist	\$93.00	-	\$123.00
Environmental Services Manager	\$117.00	-	\$196.00
Environmental Specialist	\$93.00	-	\$123.00
Senior Environmental Planner	\$104.00	-	\$156.00
Senior Environmental Specialist	\$104.00	-	\$156.00
Business Development Director	\$131.00	-	\$150.00
Business Development Manager	\$115.00	-	\$128.00
Marketing Assistant	\$41.00	-	\$52.00
Marketing Coordinator	\$52.00	-	\$95.00
Marketing Director	\$131.00	-	\$150.00
Marketing Manager	\$112.00	-	\$128.00
Senior Marketing Coordinator	\$98.00	-	\$112.00
Assistant Project Coordinator	\$41.00	-	\$46.00
Project Coordinator	\$49.00	-	\$68.00
Senior Project Coordinator	\$63.00	-	\$95.00
Public Relations Manager	\$112.00	-	\$128.00

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

Drake Haglan and Associates, Inc.

Exhibit C

Budget Cost Estimate*

Scope of Work

Task 1	Project Management	\$	30,150.31
Task 2	Preliminary Engineering and Hydraulic Analysis	\$	32,553.93
Task 3	Environmental Review	\$	48,336.55
Task 4	Geotechnical Investigation	\$	2,158.71
Task 5	Plans, Specifications, and Estimate (PS&E)	\$	60,423.94
Task 6	Bidding Assistance	\$	2,802.58
Task 7	Construction Support Assistance (Optional Task)	\$	8,486.32
	Consultant Subtotal	\$	184,912.34

Subconsultants:

<u>WRECO</u>	\$	76,388.84	
<u>LSA Associates, Inc.</u>	\$	10,855.37	
	Subconsultant Subtotal	\$	87,244.21

<u>Consultant Other Direct Costs</u>	\$	357.60
Special reproductions, delivery charges, outside services, mileage, record searches, and other approved charges	\$	357.60

Total Cost Estimate \$ 272,514.15

*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 proposal, CONSULTANT may request to reallocate the expenses listed herein among the various Scope of Work Tasks, subconsultants, and 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.

Drake, Haglan & Associates, 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.

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

Drake, Haglan & Associates, Inc.

Exhibit E

DISCLOSURE OF LOBBYING ACTIVITIES

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

1. Type of Federal Action: <input type="checkbox"/> a. contract <input type="checkbox"/> b. grant <input type="checkbox"/> c. cooperative agreement <input type="checkbox"/> d. loan <input type="checkbox"/> e. loan guarantee <input type="checkbox"/> f. loan insurance	2. Status of Federal Action: <input type="checkbox"/> a. bid/offer/application <input type="checkbox"/> b. initial award <input type="checkbox"/> c. post-award	3. Report Type: <input type="checkbox"/> a. initial <input type="checkbox"/> b. material change For Material Change Only: year _____ quarter _____ date of last report _____
4. Name and Address of Reporting Entity <input type="checkbox"/> Prime <input type="checkbox"/> Subawardee Tier _____, if known Congressional District, if known	5. If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of Prime: Congressional District, if known	
6. Federal Department/Agency:	7. Federal Program Name/Description: CFDA Number, if applicable _____	
8. Federal Action Number, if known:	9. Award Amount, if known:	
10. a. Name and Address of Lobby Entity (If individual, last name, first name, MI) (attach Continuation Sheet(s) if necessary)	b. Individuals Performing Services (including address if different from No. 10a) (last name, first name, MI)	
11. Amount of Payment (check all that apply) \$ _____ <input type="checkbox"/> actual <input type="checkbox"/> planned	13. Type of Payment (check all that apply) <input type="checkbox"/> a. retainer <input type="checkbox"/> b. one-time fee <input type="checkbox"/> c. commission <input type="checkbox"/> d. contingent fee <input type="checkbox"/> e. deferred <input type="checkbox"/> f. other, specify _____	
12. Form of Payment (check all that apply): <input type="checkbox"/> a. cash <input type="checkbox"/> b. in-kind; specify: nature _____ Value _____		
14. Brief Description of Services Performed or to be performed and Date(s) of Service, including officer(s), employee(s), or member(s) contacted, for Payment Indicated in Item 11: (attach Continuation Sheet(s) if necessary)		
15. Continuation Sheet(s) attached: Yes <input type="checkbox"/> No <input type="checkbox"/>		
16. Information requested through this form is authorized by Title 31 U.S.C. Section 1352. This disclosure of lobbying reliance was placed by the tier above when his transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to Congress semiannually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.	Signature: _____ Print Name: _____ Title: _____ Telephone No.: _____ Date: _____	
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Standard Form LLL Rev. 04-28-06

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Drake, Haglan & Associates, Inc.

Exhibit E

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.