



## **REQUEST FOR QUALIFICATIONS**

### **US HIGHWAY 50 – WILDLIFE VEHICLE COLLISION (WVC) MITIGATION PROJECT**

**December 3, 2025**

**EL DORADO COUNTY TRANSPORTATION COMMISSION  
2828 EASY STREET, SUITE 1  
PLACERVILLE, CALIFORNIA 95667  
(530) 642-5260  
[www.edctc.org](http://www.edctc.org)**

**COMMISSIONERS**

- Jackie Neau, Chair** ..... Placerville City Council
- Lori Parlin, Vice Chair** ..... El Dorado County Supervisor, District 4
- John Clerici** ..... Placerville City Council
- Greg Ferrero** ..... El Dorado County Supervisor, District 1
- George Turnboo** ..... El Dorado County Supervisor, District 2
- Brian Veerkamp** ..... El Dorado County Supervisor, District 3
- David Yarbrough** ..... Placerville City Council
  
- Alex Fong (ex-officio)** ..... As designated by the Director of Caltrans District 3
- Cody Bass (ex-officio)** ..... City of South Lake Tahoe

**EDCTC STAFF**

- Woodrow Deloria** ..... Executive Director
- Dana Keffer** ..... Administrative Analyst
- Karen Thompson** ..... Fiscal Officer
- Jerry Barton** ..... Senior Transportation Planner
- Shannon Thaggard** ..... Associate Transportation Planner

**REQUEST FOR QUALIFICATIONS**

US HIGHWAY 50 WILDLIFE VEHICLE COLLISION MITIGATION PROJECT

TABLE OF CONTENTS

I. INTRODUCTION.....1

II. BACKGROUND .....1

III. PROJECT SUMMARY AND DESCRIPTION .....2

IV. SCOPE OF WORK/SERVICES .....2

V. CONTACT PERSON.....2

VI. PROJECT TIMETABLE .....2

VII. GENERAL CONDITIONS .....3

VIII. SOQ CONTENT AND ORGANIZATION .....5

IX. SOQ EVALUATION AND SELECTION.....6

X. PROTEST PROCEDURES .....6

XI. PAYMENT SCHEDULE .....9

XII. PROFESSIONAL SERVICES AGREEMENT.....9

ATTACHMENTS:

- 1: Sample Professional Services Agreement
- 2: Draft Wildlife Conservation Board Grant Application

## **I. INTRODUCTION**

The El Dorado County Transportation Commission (“EDCTC” or the “Commission”) is the Regional Transportation Planning Agency (RTPA) for El Dorado County. EDCTC represents the regional transportation planning interests and is responsible for coordinating regional transportation for the western slope of El Dorado County and the City of Placerville. This planning and programming authority does not include that portion of the County within the Tahoe Regional Planning Agency (TRPA) boundaries. TRPA is the RTPA for the Tahoe area.

The Commission is composed of the following members: four Supervisors appointed by the El Dorado County Board of Supervisors, three Council Members appointed by the City of Placerville and two ex-officio non-voting members: one Council Member from the City of South Lake Tahoe and one from the California Department of Transportation (Caltrans, District 3). The City of Placerville also appoints a Council Member to serve as an alternate.

### **DUTIES AND RESPONSIBILITIES**

The duties and responsibilities of the Commission include the following:

1. Establishment of rules and regulations to provide for administering transportation planning and allocating the Transportation Development Act (TDA) Funds.
2. Receipt and approval of claims for TDA Funds.
3. Conduct public meetings and hearings as required by law.
4. Administer the regional transportation planning process
5. Every five years update and adopt a Regional Transportation Plan.
6. Every two years adopt a Regional Transportation Improvement Program.
7. Work with the Sacramento Area Council of Governments, as the federally-designated transportation planning agency for El Dorado County to determine air quality conformity of transportation plans, programs, and projects.
8. Oversee the delivery of State Transportation Improvement Program projects, pursuant to the requirements of Senate Bill 45 (Statutes of 1997) and the April 1998 Memorandum of Understanding with Caltrans.
9. Coordinate, consult, and collaborate with the Shingle Springs Rancheria.
10. Conduct outreach efforts to the traditionally under-represented and under-served populations such as the elderly, disabled, low-income, and minority community groups.
11. Administer the El Dorado County Airport Land Use Commission and related aviation system planning activities.
12. Administer the El Dorado County Freeway Service Patrol.

## **II. BACKGROUND**

The El Dorado County Transportation Commission (EDCTC) invites qualified consulting firms to submit Statement of Qualifications (SOQs) to provide professional environmental and engineering consulting services for the **US HIGHWAY 50 – WILDLIFE VEHICLE COLLISION (WVC) MITIGATION PROJECT**.

The selected consultant will assist EDCTC in preliminary planning, environmental review, design, and engineering to reduce wildlife-vehicle collisions along US Highway 50. EDCTC will enter into a professional services agreement with the selected consultant, pending award of funding from the California Wildlife Conservation Board (WCB).

**III. PROJECT SUMMARY AND DESCRIPTION**

US Highway 50 serves as a major east-west corridor through El Dorado County and experiences frequent wildlife-vehicle collisions, which pose safety risks to motorists and threaten wildlife populations. The WVC Mitigation Project aims to:

- Reduce wildlife-vehicle collisions along the project corridor
- Improve motorist and wildlife safety
- Ensure compliance with state and federal environmental regulations
- Develop executable design and engineering solutions

The project is anticipated to include **preliminary engineering, environmental documentation, conceptual and final design, and permitting support. This project is contingent on award of grant funding from the California Wildlife Conservation Board.**

**IV. SCOPE OF WORK/SERVICES**

The selected consultant will be expected to provide services including, but not limited to:

- **Preliminary Planning:**
  - Review existing studies, collision data, and wildlife habitat information
  - Identify potential mitigation strategies
  - Conduct public and stakeholder outreach and engagement
  - Project Initiation Document (PID)
- **Environmental Documentation:**
  - Prepare CEQA and NEPA documentation as required
  - Coordinate with regulatory agencies and stakeholders
  - Assess environmental impacts and mitigation measures
- **Engineering and Design:**
  - Develop conceptual, preliminary, and final design of mitigation measures (e.g., wildlife crossings, fencing, signage, and roadway modifications)
  - Prepare cost estimates and feasibility analyses
  - Prepare engineering design layouts, applicable reports, and technical specifications
  - Project Study Report/Project Development Study (PSR/PDS)
- **Project Management and Coordination:**
  - Coordinate with El Dorado County, EDCTC, Caltrans, WCB, and other agencies
  - Provide public outreach support
  - Implement quality assurance and project documentation

Additional detail on the project scope can be found in Attachment 2, Draft WCB Grant Application.

**V. CONTACT PERSON**

Jerry Barton, Senior Transportation Planner  
 El Dorado County Transportation Commission  
 2828 Easy Street, Suite 1, Placerville, CA 95667  
 jbarton@edctc.org  
 530-642-5267

**VI. PROJECT TIMETABLE**

December 3, 2025.....Issue Request For Qualifications

January 9, 2026 ..... **Closing Date for Receipt of Qualifications**  
 January 12, 2026 ..... Finalists contacted to schedule interviews, if required  
 January 14, 2026 ..... Conduct interviews, if required  
 February 5, 2026..... Approval of Consultant Selection  
 Pending WCB Award ..... Contract Effective Date

SOQs must be **received** no later than **4:00 pm on January 9, 2026**.

**SOQs must be submitted via email to jbarton@edctc.org with a Subject Title that is clearly marked “US HIGHWAY 50 – WILDLIFE VEHICLE COLLISION MITIGATION PROJECT RFQ.”** Until award of the contract, the SOQs shall be held in confidence and shall not be available for public review. Upon award of a contract to the successful proposer, all SOQs shall be public records.

By submitting an SOQ, the applicant certifies that his or her name, or firm’s name, as well as that of subcontractors, does not appear on the Comptroller General’s list of ineligible businesses prohibited from contracting with public entities.

**VII. GENERAL CONDITIONS**

**A. Limitations**

This Request for Qualifications (RFQ) does not commit EDCTC to award a contract, to pay any costs incurred in the preparation of a SOQ in response to this request, or to procure or contract for any services or supplies. EDCTC expressly reserves the right to reject any and all SOQs, to waive any irregularities or informalities in any SOQ or in the RFQ process, and to be the sole judge of the qualifications of any proposer and the suitability of the materials and/or services to be rendered. EDCTC also reserves the right to withdraw this RFQ at any time without prior notice and to modify the RFQ schedule described above.

**B. Award**

EDCTC plans to ask RFQ finalists, if required, to present oral presentations regarding their firms and any special expertise in the necessary areas. All finalists may be required to participate in negotiations and submit such price, technical, or other revisions of their SOQs as may result from negotiations. EDCTC also reserves the right to award the contract without discussion or interviews, based upon the initial Statements of Qualifications. However, selection will be based upon demonstrated competence and professional qualifications necessary for the satisfactory performance of the services required.

**C. RFQ Addendum**

Any changes to the RFQ requirements will be made by written addenda issued by EDCTC and shall be considered part of the RFQ. Upon issuance, such addenda shall be incorporated into the RFQ documents and shall prevail over any inconsistent provisions in previously issued documentation.

**D. Verbal Agreement or Conversation**

No prior, current, or post-award verbal conversations or agreements with any officer, agent, or employee of EDCTC shall affect or modify any terms or obligations of the RFQ or any contract resulting from it.

**E. Pre-contractual Expense**

Pre-contractual expenses are defined as expenses incurred by proposers or the selected contractor in:

1. Preparing SOQs in response to this RFQ
2. Submitting SOQs to EDCTC,
3. Engaging in negotiations with EDCTC on any matter related to the SOQs
4. Any other expenses incurred by a contractor or proposer prior to the date of award of any agreement.

In no event shall EDCTC be liable for any pre-contractual expenses incurred by any proposer or selected contractor. Proposers shall not include such expenses in the price proposed in response to this RFQ. EDCTC shall be held harmless and free from any and all liability, claims, or expenses incurred by, or on behalf of, any person or organization responding to this RFQ.

**F. Signature**

The SOQ shall include the name, title, address, and telephone number of the individual authorized to bind the company and who may be contacted during the SOQ evaluation period. Approval of a qualified consultant is anticipated by February 5, 2026.

**G. Term**

The term of the contract is expected to begin approximately in spring or fall of 2026 dependent on grant funding award and continue until project completion, anticipated to be a minimum of 48 months or as otherwise agreed upon by the selected consultant and the EDCTC Project Manager.

**H. Fiscal Out Clause**

The Agreement may be terminated at the end of any fiscal year, June 30, without further liability, other than payment for services incurred during that fiscal year, if funds are not appropriated by EDCTC to continue the services for which the Agreement was intended.

**I. Insurance**

The successful firm shall provide evidence of the following insurance requirements:

1. Workers Compensation; Employer's Liability: Statutory requirements for Workers' Compensation; \$1,000,000 Employers' Liability.
2. Comprehensive Automobile: Bodily Injury/Property Damage \$1,000,000 each accident.
3. General Liability: \$1,000,000 per occurrence naming the El Dorado County Transportation Commission as an additional insured.
4. Errors and Omissions/Professional Liability (errors and omissions liability insurance appropriate to the Consultant's profession as defined by EDCTC): \$1,000,000 per claim.

**J. Contract Arrangements**

The proposer is expected to execute a contract similar to EDCTC's Professional Services Agreement, which meets the requirements of the current Federal transportation bill.

1. Title VI of the Civil Rights Act of 1964: The contractor agrees to comply with all the requirements imposed by Title VI of the Civil Rights Act of 1964 (42 USC 2000d) and

the regulations of the U.S. Department of Transportation issued thereunder in 49 CFR Part 21.

2. **Equal Employment Opportunity:** In connection with the performance of the contract, the contractor shall not discriminate against any employee or applicant for employment because of race, color, age, religion, sex, national origin or disability. 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.
3. **Conflict of Interest:** Firms submitting SOQs in response to this RFQ must disclose to EDCTC any actual, apparent, or potential conflicts of interest that may exist relative to the services to be provided under the Agreement for consulting services to be awarded pursuant to this RFQ. If this firm has no conflict of interest, a statement to that effect shall be included in the SOQ.

## **VIII. SOQ CONTENT AND ORGANIZATION**

SOQs should focus specifically to the elements outlined in this RFQ. The intent of this RFQ is to encourage responses that meet the stated requirements and propose the most effective methods to accomplish the work. The SOQ shall not exceed 15 pages, 8.5" x 11", in 11-point font, single-spaced, and submitted in PDF format.

The organization of the SOQ should follow the general outline below. Submissions shall include the following:

### **1. Cover Letter**

- Principal contact and firm information
- Statement of interest

### **2. Firm Qualifications, Experience and References**

- Relevant project experience and references
- Key personnel qualifications

### **3. Project Understanding and Approach**

- Description of methodology for completing the scope of work
- Proposed project timeline, beginning with WCB funding award

### **4. Additional Information**

- References for at least three similar projects
- Any other relevant certifications, permits, or licenses

### **5. Project Management**

The proposer must prepare an explanation of the project management system and practices to be used to assure that the proposed services are completed timely and that the quality of the products will meet EDCTC's requirements.

### **6. Consultant Staff**

The SOQ must describe the qualifications and experience of each professional who will participate in the project, including a resume for each member of the project team. A project manager must be designated, and an organizational chart showing the manager and all project staff proposed who will provide services must be included.

### **7. Consultant Qualifications**

Firms must demonstrate the following minimum qualifications:

- Experience in transportation and wildlife mitigation projects
- Knowledge of CEQA and NEPA environmental documentation requirements
- Engineering design experience for roadway and wildlife mitigation structures
- Proven project management and public/stakeholder coordination experience
- Familiarity with local, state, and federal permitting processes

## 8. Billing Rates

Provide the billing rate sheet for your firm and the rates of all subconsultants on your team. For the key staff identified, indicate their name, title and billing rate on a separate sheet. Proposer should provide a matrix indicating the positions and hourly rates for staff who may be working on the project. This should include all personnel referenced in the Consultant Staff and Qualifications and Experience section. Where specific individuals have not been identified, the matrix should include a position/title and the hourly rate for that level. Hourly rates should be provided for fiscal years 2026, 2027, and 2028.

All SOQs shall be **received** no later than **4:00 pm on January 9, 2026**. All SOQs shall be emailed to [jbarton@edctc.org](mailto:jbarton@edctc.org) with a Subject Title that is clearly marked "**US Highway 50 – Wildlife Vehicle Collision Mitigation Project RFQ.**" **HIGHWAY 50 – WILDLIFE VEHICLE COLLISION MITIGATION PROJECT RFQ.**" Late SOQs will not be accepted.

All SOQs, whether selected or rejected, shall become the property of the El Dorado County Transportation Commission.

All SOQs received prior to the date and time specified above for receipt may be withdrawn or modified by written request of the proposer. To be considered, the modification must be received in writing prior to the date and time specified for receipt of Statements of Qualifications.

Until award of the contract, the SOQs shall be held in confidence and shall not be available for public review. Upon award of a contract to the selected consultant, all SOQs shall be public records. No SOQ shall be returned after the date and time set for opening thereof.

## IX. SOQ EVALUATION AND SELECTION

A review panel, consisting of members of EDCTC and the selected Evaluation Committee, will evaluate the Statements of Qualifications (SOQs). Proposers may be contacted for additional information if necessary and may be expected to appear for oral interviews on the date indicated in the project timetable. References from previous clients may also be contacted. The panel will make recommendations to the EDCTC Executive Director based on the SOQ, oral interview, and reference checks. EDCTC reserves the right to select a consultant based solely on written SOQs and may choose not to convene oral interviews.

Upon receipt of the SOQs, a technical evaluation will be conducted. Each major section of the SOQ will be reviewed using criteria designed to assess the overall quality of the submission. SOQs will be evaluated based on:

- Demonstrated experience with similar projects (30%)
- Qualifications of key personnel (25%)
- Understanding of project goals and proposed approach (25%)
- References and past performance (10%)

EDCTC reserves the right to request interviews or presentations from shortlisted firms. Following the qualification-based ranking, negotiations shall be conducted with the most qualified consultant. If an agreement on price cannot be reached, EDCTC will negotiate with the next most qualified consultant, continuing this process until a contract can be awarded to the most qualified firm offering a fair and reasonable price.

## **X. PROTEST PROCEDURES**

### **A. Purpose and Applicability**

The procedures described in this section have been established to ensure uniform, timely, and equitable consideration of all complaints received by the EDCTC concerning its procurement activities. The following protest procedures shall be employed for procurements conducted by the EDCTC. Such protests shall be applicable only to procurements wherein the EDCTC requests bids, SOQs or offers for goods or services financed in whole or in part by public funds.

### **B. Definitions**

The following definitions apply to terms used in this section:

**DAYS**: Unless otherwise specified, refers to the EDCTC working days.

**FILE OR SUBMIT**: Refers to the date of receipt by the EDCTC.

**INTERESTED PARTY**: All bidders or proposers involved in an EDCTC procurement. This may also include a subcontractor or supplier who shows substantial economic interest in a provision of the RFQ, or in the interpretation of such provision.

**BID**: Refers to and includes: i) the terms “offer” and “SOQ” as employed in this document; ii) sealed bids; iii) competitive negotiation, and; iv) non-competitive negotiation.

### **C. Basis for Protest**

If in the course of a procurement action an interested party has reason to believe that: a) free and open competition does not exist; or, b) the EDCTC solicitation documents contain restrictive specifications, such party may file a protest in accordance with the procedures described herein.

In addition to the above, protests may be filed based upon the following factual or alleged circumstances:

- (a) Violation of federal, state or local law or regulation
- (b) Sole source procurements
- (c) Failure to adhere to evaluation criteria set forth in solicitation documents, or use of additional criteria not so published
- (d) Changes to evaluation criteria made during the evaluation process
- (e) Local or DBE preferences
- (f) Solicitation advertising violating applicable laws or regulations
- (g) Provision of inadequate time to prepare a SOQ.

Protests of the EDCTC procurements filed by interested parties shall be considered in two general categories: 1) those filed prior to contract award, and 2) protests occurring after contract award has been made.

### **D. Pre-Award Protests**

The following procedures shall be followed for all protests filed prior to award of contract:

1. Protests must be filed no later than five (5) days prior to the date established in the solicitation for receipt of bids or Statements of Qualifications. Protest information requests and follow-up arguments that are submitted after the protest submission deadline, will not be considered to be part of the protest by the EDCTC.
2. Protests must be submitted in writing to the attention of the EDCTC Executive Director. The written protests shall include:
  - (a) The name, address, and telephone number of the protester

- (b) The EDCTC solicitation number and project description
  - (c) A statement of the grounds for the protest, accompanied by all supporting documentation. All grounds must be fully supported with documentation
  - (d) The resolution sought from the EDCTC by the protester.
3. The EDCTC Executive Director shall receive the protest and issue written notification to the protester within (5) five days that the matter is undergoing review. Notice of the protest shall be given in writing to all known recipients of solicitation documents.
4. Procurement activity shall be suspended pending resolution of a protest unless one or more of the following conditions exists:
- (a) The goods or services being procured are urgently required
  - (b) Delivery or performance will be unduly delayed by failure to make an award promptly
  - (c) Failure to make prompt award will result in termination of a critical EDCTC function or activity or otherwise cause undue harm to the EDCTC, or
  - (d) The EDCTC Executive Director prepares a written finding that such protest is clearly frivolous in nature, and therefore does not warrant a disruption of the procurement process

The EDCTC Executive Director shall be responsible for making a written determination that circumstances require the EDCTC to proceed with procurement during a pending protest. Unless such determination is made, the procurement shall be suspended pending resolution of the protest. All parties known to have received solicitation documents shall be notified in writing of such suspension by the EDCTC Executive Director.

5. All protests received within the specified period shall be examined by the EDCTC Executive Director.

No additional material shall be accepted for consideration during the protest review unless specifically requested in writing by the EDCTC.

6. The EDCTC Executive Director may attempt to resolve the protest with the affected party. If a) the EDCTC Executive Director elects not to attempt such resolution, or b) resolution is attempted but not achieved, the protesting parties may appeal to the El Dorado County Transportation Commission (hereinafter "Commission") after thirty (30) calendar days and within thirty-five (35) calendar days after receipt of the protest submittal. Failure to appeal to the Commission shall be a waiver of any other rights under the EDCTC Protest Procedures. For these purposes, "resolution" shall mean the written withdrawal of a protest by the originating party.
7. The Commission shall formally consider the protests at a public meeting within forty-five (45) calendar days after the date on which the matter was appealed to the Commission. The Commission may elect to appoint a sub-committee to review the protest and make a recommendation to the Commission at the public meeting. Protesting parties shall be notified in writing of the date on which their matters shall be considered by the Commission. Such parties shall be afforded an opportunity to present their case at the Commission meeting.
8. The Commission shall then make a formal decision on such protests at a public meeting. The decision of the Commission, along with a formal record of the

protest, shall become a matter of public record, and shall be considered final. The EDCTC Executive Director shall notify protesting parties in writing of any protest decision made by the Commission.

Except under conditions described in item 4 above, such decision by the Commission shall be made prior to award of any contract related to the subject procurement.

9. Should the Commission deny the protest, the EDCTC may proceed with the procurement process. In the case of FTA-funded procurements, no contract shall be awarded within five (5) days following the Commission's decision unless such award is necessary due to circumstances described in item 4 above. If the decision of the Commission is to uphold the protest, then the EDCTC shall proceed pursuant to Commission direction.

#### **E. Post-Award Protests**

Protests received after award of contract shall be considered only if received within five (5) days following the date on which the EDCTC Executive Director award recommendation is made. Post-award protests received after that time shall not be considered. Protest information requests and follow-up arguments that are submitted after the protest submission deadline, will not be considered to be part of the protest by the EDCTC.

Post-award protests shall be processed in the same fashion as that employed for pre-award protests. However, the award shall remain valid and procurement activities shall continue unless the EDCTC Executive Director determines in writing that suspension of such award is necessary pending protest resolution. In that event the awardee shall be so notified in writing, and the EDCTC Executive Director shall effect an agreement with the Contractor for suspension of activity.

## **XI. PAYMENT SCHEDULE**

Fees shall be billed on a monthly basis. Ten percent (10%) of the total contract amount will be withheld until successful completion of the contract. All invoices will be emailed to the project manager.

## **XII. PROFESSIONAL SERVICES AGREEMENT**

The selected consultant must enter into a Professional Services Agreement with EDCTC for provisions related to compensation, conflict of interest, indemnification, insurance, etc. The scope, budget and schedule to complete the study will be incorporated into the professional services agreement. The SOQ's transmittal letter shall state the Consultant's ability to comply with the contract provisions as outlined in EDCTC's sample professional services agreement or indicate which provisions will require amendments during contract negotiations.

#### ATTACHMENTS:

- 1: Sample Professional Services Agreement
- 2: Draft WCB Grant Application

ATTACHMENT 1  
SAMPLE PROFESSIONAL SERVICES AGREEMENT



**SAMPLE**

**PROFESSIONAL SERVICES AGREEMENT**

*Project Title*

*Month, day, year*

**EL DORADO COUNTY TRANSPORTATION COMMISSION**  
**2828 Easy Street, Suite 1**  
**PLACERVILLE, CALIFORNIA 95667-3907**  
**530.642.5260**  
**[www.edctc.org](http://www.edctc.org)**

# **AGREEMENT**

This agreement is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_, by and between the EL DORADO COUNTY TRANSPORTATION COMMISSION, hereinafter referred to as "EDCTC" or the "Commission" and **COMPANY NAME, a (JURISDICTION corporation) (JURISDICTION limited liability corporation) (JURISDICTION limited partnership) (an individual doing business as),** hereinafter referred to as "CONSULTANT" or "CONTRACTOR."

## **TERMS OF AGREEMENT**

### **1) SERVICES TO BE PERFORMED BY CONSULTANT**

The Scope of Work is described below. Consultant will perform all services necessary to complete the Scope of Work. The Consultant will receive general direction from the EDCTC Executive Director.

#### **Scope of Work**

Tasks will include the following:

##### **General**

The Executive Director of EDCTC or their designee must approve the final form of each project deliverable prior to acceptance by EDCTC.

Any references herein to subconsultants are for convenience only and Consultant remains responsible for the performance of this Agreement and the Scope of Work.

##### **Specific**

**INSERT DETAILED LIST OF TASKS AND DELIVERABLES**

**MUST INCLUDE UNDER DELIVERABLES THE FOLLOWING LANGUAGE:**

**An Americans with Disabilities Act of 1994 (ADA) accessible electronic copy will be provided to EDCTC. *If applicable.***

In the event of any inconsistency between the Scope of Work and other terms and conditions of this Agreement, the Scope of Work shall control. EDCTC reserves the right to review and approve all work to be performed by Consultant in relation to this Agreement.

All work performed by Consultant under this Agreement shall be in accordance with all applicable legal requirements and shall meet the standard of quality ordinarily to be expected of competent professionals in Consultant's field of expertise.

### **2) PROJECT TIMELINE**

Consultant shall complete the work in accordance with the following general timeline. As the project progresses, EDCTC may provide more specific dates within the general timeline:

## **Project Timeline**

A. **INSERT PROJECT TIMELINE**

**B. Presentations**

Presentations to the EDCTC will be required. The meetings will occur at to-be-determined dates. Time is of the essence in this Agreement.

**C. Delays**

Consultants shall notify EDCTC in writing of any potential delay or interruption in the performance of all or any part of the work of this contract. If the work of this contract is interrupted by instances of unavoidable delay(s), informal negotiations between the parties to this contract will be used to adjust the delivery or performance dates of any work products or any other contractual term or condition affected by the delay or interruption. However, no adjustment shall be made under this clause for any delay or interruption to the extent that performance would have been delayed or interrupted by the fault or negligence of the Consultant, or for which an adjustment is provided or excluded under any other term or condition of this contract.

**3) TERM OF AGREEMENT**

The term of the Agreement shall be from \_\_\_\_\_, 20\_\_ to \_\_\_\_\_, 20\_\_, subject to the rights of termination as set forth in Sections 6 and 7 of this Agreement.

**4) COMPENSATION AND METHOD OF PAYMENT AND REPORTS**

**A. Cost Ceiling**

- 1. For services performed under this Agreement for the referenced fiscal years, EDCTC agrees to pay, and Consultant agrees to accept, as payment in full, the following professional fees:

***INSERT FUNDING SOURCE, NOT TO EXCEED AMOUNT(must include and match cost proposal)***

In no instance shall EDCTC be liable for any payments or costs for work in excess of this amount, nor for any unauthorized or ineligible costs.

**B. Compensation**

- 1. Professional fees shall be billed on a monthly basis for all services rendered and in accordance with the Scope of Work and Project Budget. *[Alternative Language: EDCTC shall compensate consultant upon completion and acceptance of each task as described in the Scope of Work in Section 1 hereto.]*
  - a. The hourly rate must be billed at the rate shown in the Project Budget Exhibit "A". Increases to the hourly rate are not allowed.
  - b. Changes to staff must be approved by EDCTC prior to beginning work on the project.
- 2. Consultant will not charge for travel, phone, copying or other out-of-pocket expenses incurred with this engagement unless specified in the project budget dated \_\_\_\_\_, 20\_\_ ("Project Budget/Rates of Compensation"), attached hereto and incorporated herein as Exhibit "A." Backup documentation must be provided for all travel, phone, copying or other out-of-pocket expenses.

- a. Travel and subsistence (per diem) expenses of Consultant and Subcontractors claimed for reimbursement using funds administered through this agreement shall not exceed rates authorized to be paid to non-state employees under current State of California Department of Human Resources (Cal HR) rates or Caltrans Division of Accounting Travel Guide (<https://travelpocketguide.dot.ca.gov/>).
3. EDCTC shall pay for services only after receipt and approval of complete invoices indicating work performed and time spent. The consideration to be paid to Consultant, as provided in this Agreement, shall be in compensation for all of Consultant's expenses incurred in the performance of work under this Agreement, including travel and per diem, unless otherwise expressly so provided.

### C. **Cost Principles**

1. Consultant agrees to comply with Title 2, CFR, part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, and 49 CFR, Part 18, Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments, as applicable.
2. Consultant agrees that (a) the Contract Cost Principles and Procedures, 48 CFR, Federal Acquisition Regulations System, Chapter 1, Part 31 Contract Cost Principles and Procedures and 2 CFR, Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards shall be used to determine the allowability of individual project cost items. Every Consultant receiving Project funds as a contractor, subcontractor, or sub-grantee under this agreement shall comply with Federal administrative procedures in accordance with 2 CFR, Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.
3. Consultant and subconsultants' contracts, including cost proposals and indirect cost rates (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 certified public accountant (CPA) ICR Audit Workpaper Review.

Any costs for which payment has been made to Consultant that are determined by subsequent audit to be unallowable under 48 CFR, Federal Acquisition Regulations System, Chapter 1, Part 31 Contract Cost Principles and Procedures or 2 CFR, Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards are subject to repayment by Consultant to EDCTC. Disallowed costs must be reimbursed to EDCTC within sixty (60) days unless EDCTC approves in writing an alternative repayment plan.

Any subcontract in excess of \$25,000 entered into as a result of this Agreement, shall contain all of the provisions of this subsection 4(C).

### D. **Indirect Cost Rate (ICR)**

1. Prior to Consultant seeking reimbursement of indirect costs, Consultant must prepare an indirect cost rate (ICR) proposal in accordance with 48 CFR, Federal Acquisition Regulations System, Chapter 1, Part 31 et seq. Contract Cost Principles and Procedures.

2. Material audit adjustments will require reimbursement to EDCTC and STATE if proposals are later found to have included costs that are unallowable as specified by law or regulation.

**E. Retention**

*Insert the following paragraph if there are "project" services. If ongoing services (i.e. legal services, accounting services) then this Section E should be removed.*

*EDCTC shall retain ten percent (10%) of the total contract amount until successful completion of the contract and project scope and the acceptance by EDCTC of all final deliverables.*

**5) RECORD RETENTION/AUDITS**

1. Consultant shall maintain all source documents, books and records connected with project for a minimum of five (5) years from the date of final grant payment to EDCTC or, if an audit is initiated within that timeframe, until audit resolution is achieved, whichever is later, and shall make all such supporting information available for inspection and audit by representatives of STATE, the Bureau of State Audits, or the Federal Government upon request. Copies will be made and furnished by EDCTC upon request at no cost to STATE. Scanned original documents in electronic form are suitable to meet this requirement.
2. Consultants and Subconsultants shall establish and maintain, an accounting system conforming to Generally Accepted Accounting Principles (GAAP) to support Requests for Reimbursement which segregate and accumulate the costs of work elements by line item (i.e. direct labor, other direct costs, subrecipients/subcontractor, etc.) and enable the determination of expenditures at interim points of completion and provide support for reimbursement payment vouchers or invoices.
3. For the purpose of determining compliance with Title 2, California Government Code, Chapter 6.5, Article 2, Section 8546.7, in connection with the performance of EDCTC contracts and/or agreements with third parties, Consultants and Subconsultants shall each maintain and make available for inspection all books, documents, papers, accounting records, and other evidence pertaining to the performance of such contracts and/or agreements, including, but not limited to, the costs of administering those various contracts and/or agreements. All of the above referenced parties shall make such contracts and/or agreements available at their respective offices at all reasonable times during the five (5) years from the date of final grant payment to EDCTC or, if an audit is initiated within that timeframe, until audit resolution is achieved, whichever is later. STATE, the California State Auditor, or any duly authorized representative of STATE or the United States Department of Transportation, shall each have access to any books, records, and documents that are pertinent to the fulfillment of the contracts/ and/or agreements for audits, examinations, excerpts, and transactions, and RTPA shall furnish copies thereof if requested.

**6) TERMINATION FOR CONVENIENCE OF EDCTC**

EDCTC may terminate the whole or any part of this Agreement for the convenience of EDCTC and without cause at any time by giving a minimum of ten (10) days written notice to Consultant of such termination and specifying the effective date of such termination. In such event, all finished

or unfinished documents, collected data, and other materials shall, at the option of EDCTC, become its property. If this Agreement is terminated by EDCTC for convenience, Consultant shall be paid an amount for satisfactory services actually performed to the date of termination based upon an invoice provided by Consultant pursuant to Section 4 above.

## **7) TERMINATION OF AGREEMENT FOR CAUSE**

- A. EDCTC may, by written notice to Consultant, terminate the whole or any part of this Agreement for cause, including but not limited to any of the following:
1. If Consultant fails to perform the services called for by this Agreement within the time(s) specified herein or any extension thereof; or
  2. If Consultant fails to perform the services called for by this Agreement, or so fails to make progress as to endanger performance of this Agreement in accordance with its terms, or;
  4. Consultant fails to maintain adequate staff to perform the services required under this agreement, or is dissolved or is under investigation for accounting irregularities by a local, state or federal regulatory body.
- B. In the event EDCTC terminates this Agreement in whole or in part as provided in this Section 7, EDCTC may deny payment to Consultant or request reimbursement from Consultant for payments made and may procure, upon such terms and such manner as it may determine appropriate, services similar to those terminated.
- C. If EDCTC issues a notice of termination under this Section 7:
1. Consultant shall immediately cease rendering services pursuant to this Agreement.
  2. Consultant shall deliver to EDCTC copies of all Writings, whether or not completed, which were prepared by Consultant, its employees or its subcontractors, if any, pursuant to this Agreement. The term "Writings" shall include, but not be limited to, handwriting, computer files and records, drawings, blueprints, printing, photocopies, photographs, and every other means of recording upon any tangible thing, any form of communication or representation, including, letters, works, pictures, sounds, symbols computer data, or combinations thereof.

## **8) FORCE MAJEURE**

Neither EDCTC nor Consultant shall be liable or deemed to be in default for any delay or failure in performance under this Agreement or interruption of services resulting, directly or indirectly, from acts of God or of the public enemy, acts of government, in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, and unusually severe weather, or any similar cause beyond the reasonable control of EDCTC or Consultant.

## **9) INTEREST OF OFFICIALS AND CONSULTANT**

- A. No officer, member, or employee of EDCTC, or other public official of the governing body of the locality or localities in which the work pursuant to this Agreement is being carried out who exercises any functions or responsibilities in the review or approval of the undertaking or carrying out of the aforesaid work shall:

1. Participate in any decision relating to this Agreement which affects his personal interest or the interest of any corporation, partnership or association in which he has, directly or indirectly, any interest, or
  2. Have any interest, direct or indirect, in this Agreement or the proceeds thereof during his tenure or for one year thereafter.
- B. No member of or delegate to the Congress of the United States of America shall be admitted to any share or part hereof or to any benefits to arise herefrom.
- C. Consultant hereby covenants that it has, at the time of the execution of this Agreement, no interest and that it shall not acquire any interest in the future, direct or indirect, which would conflict in any manner or degree with the performance of services required to be performed pursuant to this Agreement. Consultant further covenants that in the performance of this work, no person having any such interest shall be employed. Consultant shall exercise reasonable care and diligence to prevent any actions or conditions that could result in a conflict with EDCTC's interest. Consultant shall immediately notify EDCTC of any and all potential violations of this Section upon becoming aware of the potential violation.

## 10) COVENANT AGAINST CONTINGENT FEES

Consultant warrants, by execution of this Agreement, that no person or selling agency has been employed or retained to solicit or secure this contract upon an Agreement or understanding for a commission, percentage, brokerage or contingent fee, excepting bona fide established commercial or selling agencies maintained by Consultant for the purpose of securing business. For breach or violation of this warranty, EDCTC shall have the right to annul this Agreement without liability or, in 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.

## 11) SUCCESSORS AND ASSIGNS

This Agreement shall be binding upon and shall inure to the benefit of any successors to or assigns of the parties. Consultant shall not assign, delegate, or transfer the rights and duties under this Agreement or any part thereof without the prior written consent of EDCTC.

## 12) CONSULTANTS AND SUBCONTRACTORS

- A. Consultant shall not subcontract any portion of the work without the prior express written authorization of EDCTC. If EDCTC consents to a subcontract, Consultant shall be fully responsible for all work performed by the subcontractor.
1. EDCTC reserves the right to review and approve any contract or agreement to be funded in whole or in part using funds provided under this Agreement.
  2. Any contract or sub-contract shall require the Consultant and its subcontractors, if any, to:
    - a. Comply with applicable State and Federal requirements that pertain to, among other things, labor standards, non-discrimination, the Americans with Disabilities Act, Equal Employment Opportunity, and Drug-Free Workplace, and *Office of Management and*

*Budget 2 CFR 225 (A-87), Cost Principles for State, Local and Indian Tribal Governments.*

- b. Maintain at least the minimum State-required Workers' Compensation Insurance for those employees who will perform the work or any part of it.
- c. Maintain unemployment insurance and disability insurance as required by law, along with liability insurance in an amount that is reasonable to compensate any person, firm, or corporation who may be injured or damaged by the Consultant or any subcontractor in performing work associated with this Agreement or any part of it.
- d. Retain all books, records, computer records, accounts, documentation, and all other materials pertaining to the performance of this Agreement for a period of three (3) years from the date of termination of this Agreement, or three (3) years from the conclusion or resolution of any and all audits or litigation relevant to this Agreement and any amendments, whichever is later.
- e. Permit EDCTC and/or its designees, upon reasonable notice, unrestricted access to any or all books, records, computer records, accounts, documentation, and all other materials pertaining to the performance of this Agreement for the purpose of monitoring, auditing, or otherwise examining said materials.
- f. Comply with all applicable requirements of Title 49, Part 26 of the Code of Federal Regulations, as set forth in Section 29, Disadvantaged Business Enterprise Participation.

### **13) INDEPENDENT CONTRACTOR**

In the performance of these services herein provided for, Consultant, including Consultant's employees and agents, shall act as and be an independent contractor and not an agent or employee of EDCTC. Consultant, its employees, agents, and sub-Consultants, shall have no power to bind or commit EDCTC to any decision or course of action, and shall not represent to any person or entity that they have such power. Consultant has and shall retain the right to exercise full control and supervision of the services, and full control over the employment, direction, compensation, and discharge of all persons assisting Consultant in the performance of said services hereunder. Consultant shall be solely responsible for all matters relating to the payment of its employees, including but not limited to compliance with social security and income tax withholding, workers' compensation insurance, and all other regulations governing such matters.

### **14) INSURANCE**

Consultant hereby warrants that it carries and shall maintain, at its sole cost and expense, in full force and effect during the full term of this Agreement and any extensions to this Agreement, the following described insurance coverage:

POLICY	MINIMUM LIMITS OF LIABILITY
A. Workers' Compensation; Employer Liability.	Statutory requirements for Workers' Compensation; \$ 1,000,000 Employers' Liability.
B. Comprehensive Automobile: Insurance Services Office, form #CA 0001 (Ed 1/87) covering Automobile Liability, Code 1 (any auto).	Bodily Injury/Property Damage \$1,000,000 each accident.
C. General Liability: Insurance Services Office Commercial General Liability coverage (occurrence form CG 0001).	\$1,000,000 per occurrence. If Commercial General Liability Insurance or other form with a general aggregate limit, such limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.
D. Errors and Omissions/Professional Liability (errors and omissions liability insurance appropriate to the Consultant's profession as defined by EDCTC).	\$1,000,000 per claim.
1. <u>Deductibles and Self-insured Retentions</u> : Any deductibles or self-insured retentions over \$5,000 must be declared to and approved by EDCTC.	
2. <u>Required Provisions</u> : The general liability and automobile liability policies are to contain, or be endorsed to contain, the following provisions:	
a. For any claims related to this Agreement, Consultant's insurance coverage shall be primary insurance as respects EDCTC, its directors, officers, employees, and agents. Any insurance or self-insurance maintained by EDCTC, its directors, officers, employees, or agents shall be in excess of Consultant's insurance and shall not contribute to it.	
b. Any failure by Consultant to comply with reporting or other provisions of the policies including breaches of warranties shall not affect coverage provided to EDCTC, its directors, officers, employees, or agents.	
c. Consultant's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.	
d. Each insurance policy required by this Agreement shall be endorsed to state that coverage shall not be suspended, voided, canceled by either party, reduced in coverage or in limits except after thirty (30) days' prior written notice by certified mail, return receipt requested has been given to EDCTC.	
3. <u>Acceptability of Insurers</u> : Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:VII, unless otherwise approved by EDCTC.	
4. <u>Certificate of Insurance and Additional Insured Requirement</u> : Consultant shall furnish to EDCTC an original Certificate of Insurance on a standard ACORD form, or other form acceptable to EDCTC, substantiating the required coverages and limits set forth above and also containing the following:	

- a. Thirty (30) days prior written notice to EDCTC of the cancellation, non-renewal or reduction in coverage of any policy listed on the Certificate; and
  - b. The following statement with respect to the Commercial General Liability policy: "EDCTC and its directors, officers, agents, employees, and volunteers are made additional insureds, but only insofar as the operations under this Agreement are concerned."
5. Certified Copies of Policies: Upon request by EDCTC, Consultant shall immediately furnish a complete copy of any policy required hereunder, including all endorsements, with said copy certified by the insurance company to be a true and correct copy of the original policy.
  6. Consultant's Responsibility: Nothing herein shall be construed as limiting in any way the extent to which Consultant may be held responsible for damages resulting from Consultant's operations, acts, omissions, or negligence. Insurance coverage obtained in the minimum amounts specified above shall not relieve Consultant of liability in excess of such minimum coverage, nor shall it preclude EDCTC from taking other actions available to it under this Agreement or by law, including but not limited to, actions pursuant to Consultant's indemnity obligations.

## 15) DISPUTE: GOVERNING LAW AND FORUM

Any dispute not resolved by informal negotiation between the parties to this contract shall be adjudicated in the Superior Court of El Dorado County. This Agreement shall be administered and interpreted under the laws of the State of California.

## 16) SPECIFICATIONS

- A. All specifications, manuals, standards, etc., either attached to this Agreement or incorporated by reference, are deemed to be the issue in effect as of the date of this Agreement and are binding as to the performance of the work specified in this Agreement unless they are changed by written amendment of the Agreement modified in writing to incorporate such changes.
- B. All tasks hereunder are to be performed on a "best effort" basis with the full completion of all tasks as the goal which Consultant shall seek, with all due diligence, to attain. Any changes to tasks hereunder shall be mutually agreed to and include provisions for resulting schedule and cost adjustments.

## 17) PUBLICATIONS

- A. No report, information, or other data given to or prepared or assembled by Consultant pursuant to this Agreement, shall be made available to any individual or organization by Consultant without the prior written approval of EDCTC.
- B. Any and all reports published by Consultant pursuant to this Agreement shall acknowledge that it was prepared in cooperation with EDCTC.
- C. Articles, reports, or works reporting on the work provided for herein or on portions thereof which are published by Consultant shall contain in the forward, preface, or footnote, the following statement:

"The contents of this report reflect the views of the author who is responsible for the facts and the accuracy of the data presented herein. The contents do not necessarily reflect the official views or policies of EDCTC. This report does not constitute a standard, specification, or regulation."

## 18) HEADINGS

The headings of the various sections of this Agreement are intended solely for convenience of reference and are not intended to explain, modify, or place any interpretation upon any of the provisions of this Agreement.

## 19) CONVICT LABOR

In connection with the performance of work under this Agreement, Consultant agrees not to employ any person undergoing sentence of imprisonment.

## 20) INDEMNIFICATION

Consultant specifically agrees to indemnify, defend, and hold harmless EDCTC, its directors, officers, members, agents, and employees (collectively the "Indemnitees") from and against any and all actions, claims, demands, losses, costs, expenses, including reasonable attorneys' fees and costs, damages, and liabilities (collectively "Losses") arising out of or in any way connected with the performance of this Agreement, excepting only Losses caused by the sole, active negligence or willful misconduct of an Indemnitee. Consultant shall pay all costs and expenses that may be incurred by EDCTC in enforcing this indemnity, including reasonable attorneys' fees. The provisions of this Section shall survive the expiration, termination, or assignment of this Agreement.

## 21) OWNERSHIP OF DOCUMENTS; PERMISSION

- A. Consultant agrees that all work products, including, but not limited to, original documents, methodological explanations, computer programs, drawings, designs, reports and other written materials generated in the performance of this Agreement shall belong to and become the sole property of EDCTC; provided that Consultant may retain file copies of said work products. The creation of additional copies of work products, not otherwise provided for herein, shall be the responsibility of EDCTC.
- B. Consultant represents and warrants that all materials used in the performance of this Agreement, including, without limitation, all computer software materials and all written materials, are either produced and owned by Consultant or that all required permissions and license agreements have been obtained and paid for by Consultant and EDCTC is free to use, reuse, publish or otherwise deal with all such materials or work products except as otherwise specifically provided in this Agreement. Consultant shall defend, indemnify, and hold harmless EDCTC and its directors, officers, employees, and agents, from any claim, loss, damage, cost, liability, or expense to the extent of any violation or falsity of the foregoing representation and warranty.
- C. If Consultant is permitted copy rights, the Federal Highway Administration, Caltrans, and EDCTC shall have the royalty-free, non-exclusive, and irrevocable right to reproduce, publish, or otherwise use, and to authorize others to use, all work products generated in the performance of this Agreement for government purposes.

## 22) NOTICES

- A. Notices shall be sufficient hereunder if personally delivered to EDCTC or Consultant or if sent by the United States Postal Service postage prepaid, addressed as follows:

Woodrow Deloria, Executive Director  
El Dorado County Transportation Commission  
2828 Easy Street, Suite 1  
Placerville, CA 95667  
Phone: (530) 642-5260  
E-mail: wdeloria@edctc.org

**INSERT CONTRACT ADMIN, COMPANY NAME, ADDRESS, ETC.**

- B. Nothing herein above shall prevent either EDCTC or Consultant from personally delivering any such notices to the other.

## 23) WAIVERS

No waiver of any breach of this Agreement shall be held to be a waiver of any prior or subsequent breach. The failure of EDCTC to enforce at any time the provisions of this Agreement or to require at any time performance by the Consultant of these provisions, shall in no way be construed to be a waiver of such provisions nor to affect the validity of this Agreement or the right of EDCTC to enforce these provisions.

## 24) LITIGATION

Consultant shall notify EDCTC immediately of any claim or action undertaken by it or against it that affects or may affect this Agreement or EDCTC, and shall take such action with respect to the claim or action as is consistent with the terms of this Agreement and the interests of EDCTC.

## 25) NATIONAL LABOR RELATIONS BOARD CERTIFICATION

Consultant, by signing this Agreement, does swear 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 which orders Consultant to comply with an order of the National Labor Relations Board (Public Contract Code § 10296).

## 26) AMERICANS WITH DISABILITIES ACT (ADA) of 1990

By signing this Agreement, Consultant assures EDCTC that it complies with the Americans with Disabilities Act (ADA) of 1990 (42 U.S.C. § 12101, et seq.), which prohibits discrimination on the basis of disability. Consultant also assures EDCTC that it complies with the U.S. DOT implementing regulations 49 CFR parts 27, 37 and 38, as well as all applicable regulations and guidelines issued pursuant to the ADA.

## 27) DRUG-FREE CERTIFICATION

By signing this Agreement, Consultant hereby certifies under penalty of perjury under the laws of the State of California that Consultant will comply with the requirements of the Drug-Free Workplace Act of 1990 (Government Code § 8350, et seq.) and will provide a drug-free workplace by taking the following actions:

- A. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited, and specifying actions to be taken against employees for violations.
- B. Establish a Drug-Free Awareness Program to inform employees about:
  - 1. The dangers of drug abuse in the workplace;
  - 2. The person's or the organization's policy of maintaining a drug-free workplace;
  - 3. Any available counseling, rehabilitation, and employee assistance programs; and
  - 4. Penalties that may be imposed upon employees for drug abuse violations.
- C. Every employee of Consultant who works under this Agreement shall:
  - 1. Receive a copy of Consultant's Drug-Free Workplace Policy Statement; and
  - 2. Agree to abide by the terms of Consultant's Statement as a condition of employment on this Agreement.

## **28) UNION ORGANIZING**

By signing this Agreement, Consultant hereby acknowledges the applicability of Government Code § 16645 through § 16649 to this Agreement, excluding § 16645.2 and § 16645.7.

- A. Consultant will not assist, promote, or deter union organizing by employees performing work on this Agreement if such assistance, promotion, or deterrence contains a threat of reprisal or force, or a promise of benefit.
- B. Consultant will not meet with employees or supervisors on EDCTC or state property if the purpose of the meeting is to assist, promote or deter union organizing, unless the property is equally available to the general public for meetings.

## **29) POLITICAL REFORM ACT COMPLIANCE**

Consultant is aware and acknowledges that certain contractors that perform work for governmental agencies are "consultants" under the Political Reform Act (the "Act") (Government Code § 81000, et seq.) and its implementing regulations (2 California Code of Regulations § 18110, et seq.). Consultant agrees that any of its officers or employees deemed to be "consultants" under the Act by EDCTC, as provided for in the Conflict of Interest Code for EDCTC, shall promptly file economic disclosure statements for the disclosure categories determined by EDCTC, to be relevant to the work to be performed under this Agreement and shall comply with the disclosure and disqualification requirements of the Act, as required by law.

## **30) SEVERABILITY**

If any term or provision of this Agreement or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this Agreement, or the application of such term or provision to persons or circumstances other than those to which it is invalid or unenforceable, shall not be affected thereby, and each term and provision of this

Agreement shall be valid and shall be enforced to the fullest extent permitted by law, unless the exclusion of such term or provision, or the application of such term or provision, would result in such a material change so as to cause completion of the obligations contemplated herein to be unreasonable.

### 31) INTEGRATION AND MODIFICATIONS

This Agreement represents the entire understanding of EDCTC and Consultant as to those matters contained herein. No prior oral or written understanding shall be of any force or effect with respect to those matters covered hereunder. This Agreement may not be modified or altered except in writing signed by EDCTC and Consultant.

### 32) SUBCONTRACTING

- A. Nothing contained in this Agreement or otherwise, shall create any contractual relation between EDCTC and any Subconsultants, and no subagreement shall relieve the Consultant of its responsibilities and obligations hereunder. The Consultant agrees to be as fully responsible to EDCTC for the acts and omissions of its Subconsultants 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 the Consultant. The Consultant's obligation to pay its Subconsultants is an independent obligation from EDCTC's obligation to make payments to the Consultant.
- B. The Consultant shall perform the work contemplated with resources available within its own organization and no portion of the work shall be subcontracted without written authorization by EDCTC's Contract Administrator, except that which is expressly identified in the Consultant's approved Cost Proposal.
- C. Any subagreement entered into as a result of this Agreement, shall contain all the provisions stipulated in this entire Agreement to be applicable to Subconsultants unless otherwise noted.
- D. Consultant shall pay its Subconsultants within Fifteen (15) calendar days from receipt of each payment made to the Consultant by EDCTC.
- E. Any substitution of Subconsultants must be approved in writing by EDCTC's Contract Administrator in advance of assigning work to a substitute Subconsultant.
- F. Prompt Progress Payment

Consultant shall pay to any Subconsultant, not later than fifteen (15) days after receipt of each progress payment, unless otherwise agreed to in writing, the respective amounts allowed Consultant on account of the work performed by the Subconsultants, to the extent of each Subconsultant's interest therein. In the event that there is a good faith dispute over all or any portion of the amount due on a progress payment from Consultant or Subconsultant to a Subconsultant, Consultant or Subconsultant may withhold no more than 150 percent of the disputed amount. Any violation of this requirement shall constitute a cause for disciplinary action and shall subject the licensee to a penalty, payable to the Subconsultant, of 2 percent of the amount due per month for every month that payment is not made.

In any action for the collection of funds wrongfully withheld, the prevailing party shall be entitled to his or her attorney's fees and costs. The sanctions authorized under this

requirement shall be separate from, and in addition to, all other remedies, either civil, administrative, or criminal. This clause applies to both DBE and non-DBE subconsultants.

**G. Prompt Payment of Withheld Funds to Subconsultants**

EDCTC shall hold retainage from Consultant and shall make prompt and regular incremental acceptances of portions, as determined by EDCTC of the contract work and pay retainage to Consultant based on these acceptances. Consultant or Subconsultant shall return all monies withheld in retention from all Subconsultants within 15 days after receiving payment for work satisfactorily completed and accepted including incremental acceptances of portions of the contract work by EDCTC. Any delay or postponement of payment may take place only for good cause and with EDCTC's prior written approval. Any violation of these provisions shall subject the violating Consultant or Subconsultant to the penalties, sanctions, and other remedies specified in Section 3321 of the California Civil Code. This requirement shall not be construed to limit or impair any contractual, administrative or judicial remedies otherwise available to Consultant or Subconsultant in the event of a dispute involving late payment or nonpayment by Consultant; deficient Subconsultant performance and/or noncompliance by a Subconsultant. This clause applies to both DBE and non-DBE Subconsultants.

Any violation of these provisions shall subject the violating Consultant or Subconsultant to the penalties, sanctions and other remedies specified therein. These requirements shall not be construed to limit or impair any contractual, administrative, or judicial remedies otherwise available to Consultant or Subconsultant in the event of a dispute involving late payment or nonpayment by Consultant, deficient subcontract performance, or noncompliance by a Subconsultant.

### **33) ASSIGNMENT**

The contract will require the successful proposer to agree that by execution of the contract, or any subcontract awarded by the successful proposer, that proposer or any subcontractor offers and agrees to assign and thereby will assign to EDCTC all rights, title, and interest in and to all causes of action such proposer or subcontractor may have under section 4 of the Clayton Act (15 USC section 15) or under the Cartright Act (Chapter 2 or Part 2 of Division 7 of the Business and Professions Code, commencing with section 16700), arising from purchases of goods, services, or materials pursuant to this contract or subcontract. This assignment shall be made and shall become effective upon execution of the contract.

### **34) COMPLIANCE WITH LAWS**

Consultant shall comply with all applicable federal, state, and local laws, codes, ordinances, regulations, orders and decrees. Consultant warrants and represents to EDCTC that Consultant shall, at its own cost and expense, keep in effect or obtain at all times during the term of this Agreement, any licenses, permits, insurance and approvals that are legally required for Consultant to practice its profession or are necessary and incident to the performance of the services and work Consultant performs under this Agreement. Consultant shall provide written proof of such licenses, permits, insurance and approvals upon request by EDCTC. EDCTC is not responsible or liable for Consultant's failure to comply with any or all of the requirements contained in this paragraph.

### **35) CAMPAIGN CONTRIBUTION DISCLOSURE**

Consultant has complied with the campaign contribution disclosure provisions of the California Levine Act (Government Code § 84308) and has completed the Levine Act Disclosure Statement attached hereto as Exhibit "C."

### **36) COSTS AND ATTORNEYS' FEES**

If either party commences any legal action against the other party arising out of this Agreement or the performance thereof, the prevailing party in such action may recover its reasonable litigation expenses, including court costs, expert witness fees, discovery expenses, and reasonable attorneys' fees.

### **37) AUTHORITY**

Each person signing this Agreement on behalf of a party hereby certifies, represents, and warrants that he or she has the authority to bind that party to the terms and conditions of this Agreement.

### **38) COUNTERPARTS**

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

### **39) DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITIES**

Consultant certifies and warrants that neither the Consultant firm nor any owner, partner, director, officer, or principal of Consultant, nor any person in a position with management responsibility or responsibility for the administration of funds:

- A. Is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal or state department or agency.
- B. Has within the three-year period preceding this Agreement, been convicted of or had a civil judgment rendered against it for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract; violation of federal or state antitrust statutes; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property.
- C. Is presently indicted for or otherwise criminally or civilly charged by a government entity (federal, state, or local) with commissions of any of the offenses enumerated in paragraph "b" above.
- D. Has within a three-year period preceding this Agreement, had one or more public transactions or contracts (federal, state, or local) terminated for cause or default.
- E. Consultant shall complete the Debarment Certification Form, attached hereto as Exhibit D.

### **40) PROHIBITION OF EXPENDING STATE OR FEDERAL FUNDS FOR LOBBYING**

- A. Consultant certifies, to the best of his or her knowledge or belief, that:

1. No State or Federal appropriated funds have been paid or will be paid, by or on behalf of the 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 Federally 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 any employee of a Member of Congress in connection with this Federal Agreement, the Consultant shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- B. This certification is a material representation of fact upon which reliance was placed when this Agreement was entered into. Submission of this certification is a prerequisite for making or entering into this Agreement imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.
- C. Consultant also agrees by signing this Agreement that he or she shall require that the language of this certification be included in all lower tier subcontracts, which exceed \$100,000, and that all such sub-recipients shall certify and disclose accordingly.

#### 41) CERTIFICATES AND ASSURANCES

- A. Consultant shall comply, as applicable, with the FHWA "Transportation Planning Process Certification" requirements in accordance with 23 CFR 450.334 and Safe, Accountable, Flexible, Efficient Transportation Equity Act: A Legacy for Users (Public Law 109-59; SAFETEA-LU) and its successors thereto. This certification is provided annually by FHWA and FTA. It may include but is not limited to:
- I. 23 U.S.C. 134, 49 U.S.C. 5303, and this subpart;
  - II. In nonattainment and maintenance areas, sections 174 and 176 (c) and (d) of the Clean Air Act, as amended (42 U.S.C. 7504, 7506 (c) and (d)) and 40 CFR part 93;
  - III. Title VI of the Civil Rights Act of 1964 and the Title VI Assurance executed by California under 23 U.S.C. 324 and 29 U.S.C. 794;
  - IV. Section 1101(b) of the SAFETEA-LU (Pub. L. 109-59) and 49 CFR part 26 regarding the involvement of disadvantaged business enterprises in USDOT funded projects;
  - V. The provisions of the Americans with Disabilities Act of 1990 (42 U.S.C. 12101 et seq.) and 49 CFR parts 27, 37, and 38;
  - VI. 49 U.S.C. 5332, prohibiting discrimination on the basis of race, color, creed, national origin, sex, or age in employment or business opportunity;

- VII. 23 CFR part 230, regarding the implementation of an equal employment opportunity program on Federal and Federal-aid highway construction contracts;
  - VIII. The Older Americans Act, as amended (42 U.S.C. 6101), prohibiting discrimination on the basis of age in programs or activities receiving Federal financial assistance;
  - IX. Section 324 of title 23 U.S.C. regarding the prohibition of discrimination based on gender; and
  - X. Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794) and 49 CFR part 27 regarding discrimination against individuals with disabilities.
- B. If project is funded with Federal Transit Assistance funds, Consultant shall comply with the "Certifications and Assurances for FTA Assistance", including "Certifications and Assurances Required of Each Applicant" and the "Lobbying Certification" in compliance with 49 U.S.C. Chapter 53, published annually in EDCTC's OWP.

The 2019 FTA Certifications includes the following areas under "Assurances Required of Each Applicant:"

1. Authority of Applicant and its Representatives
  2. Standard Assurances
  3. Intergovernmental Review Assurance
  4. Suspension and Debarment Certification
  5. U.S. Office of Management and Budget Assurances in SF-424B and SF-424D
- C. Consultant shall require its Subconsultant(s) to comply with these Certifications, and agrees to furnish documentation to EDCTC to support this requirement that all of its agreements with Subconsultant(s) contain provisions requiring adherence to this section in its entirety.

## 42) DISADVANTAGED BUSINESS ENTERPRISES (DBEs) PARTICIPATION – SUSPENDED 10/03/2025

### 43) NON-DISCRIMINATION CLAUSE AND STATEMENT OF COMPLIANCE

- A. The Consultant's signature affixed herein and dated shall constitute a certification under penalty of perjury under the laws of the State of California that the Consultant has, unless exempt, complied with the nondiscrimination program requirements of Gov. Code §12990 and 2 CCR § 8103.
- B. During the performance of this Agreement, Consultant and its Subconsultants shall not deny the Agreement's benefits to any person on the basis of race, religion, color, national origin, ancestry, physical disability, medical condition, marital status, age (over 40) or sex, nor shall they unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of race, religion, color, national origin, ancestry, physical disability, medical condition, marital status, age (over 40) or sex. Consultant and Subconsultants shall insure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment.
- C. Consultant and Subconsultants shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code §12990 et seq.), the applicable regulations promulgated there under (2 CCR §11000 et seq.), the provisions of Gov. Code §§11135-11139.5, and the regulations or standards adopted by EDCTC to implement such article. The applicable regulations of the Fair Employment and Housing Commission implementing Gov. Code §12990 (a-f), set forth 2 CCR §§8100-8504, are incorporated into this Agreement by reference and made a part hereof as if set forth in full.
- D. Consultant shall permit access by representatives of the Department of Fair Employment and Housing and EDCTC upon reasonable notice at any time during the normal business hours, but in no case less than twenty-four (24) hours' notice, to such of its books, records, accounts, and all other sources of information and its facilities as said Department or EDCTC shall require to ascertain compliance with this clause.
- E. 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.
- F. Consultant shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under this Agreement.
- G. The Consultant, with regard to the work performed under this Agreement, shall act in accordance with Title VI of the Civil Rights Act of 1964 (42 U.S.C. §2000d et seq.). Title VI provides that the recipients of federal assistance will implement and maintain a policy of nondiscrimination in which no person in the United States shall, on the basis of race, color, national origin, religion, sex, age, disability, be excluded from participation in, denied the benefits of or subject to discrimination under any program or activity by the recipients of federal assistance or their assignees and successors in interest.
- H. The Consultant shall comply with regulations relative to non-discrimination in federally-assisted programs of the U.S. Department of Transportation (49 CFR Part 21 - Effectuation of Title VI of the Civil Rights Act of 1964). Specifically, the Consultant shall not participate

either directly or indirectly in the discrimination prohibited by 49 CFR §21.5, including employment practices and the selection and retention of Subconsultants.

- I. Consultant, subrecipient or subconsultant will never exclude any person from participation in, deny any person the benefits of, or otherwise discriminate against anyone in connection with the award and performance of any contract covered by 49 CFR 26 on the basis of race, color, sex, or national origin. In administering EDCTC components of the DBE Program Plan, Consultant, subrecipient or Subconsultant will not, directly, or through contractual or other arrangements, use criteria or methods of administration that have the effect of defeating or substantially impairing accomplishment of the objectives of the DBE Program Plan with respect to individuals of a particular race, color, sex, or national origin.

**44) PROMPT PAYMENT FROM EDCTC TO CONSULTANT**

EDCTC shall make any progress payment within 30 days after receipt of an undisputed and properly submitted payment request from Consultant on a professional service contract. If EDCTC fails to pay promptly, EDCTC shall pay interest to the contractor, which accrues at the rate of 10 percent per annum on the principal amount of a money judgment remaining unsatisfied. Upon receipt of a payment request, EDCTC shall act in accordance with both of the following:

- A. Each payment request shall be reviewed by EDCTC as soon as practicable after receipt for the purpose of determining that the payment request is a proper payment request.
- B. Any payment request determined not to be a proper payment request suitable for payment shall be returned to Consultant as soon as practicable, but not later than seven (7) days, after receipt. A request returned pursuant to this paragraph shall be accompanied by a document setting forth in writing the reasons why the payment request is not proper.

**45) EDCTC CONTRACT ADMINISTRATOR**

**INSERT PROJECT MANAGER'S NAME**

Senior Transportation Planner  
El Dorado County Transportation Commission  
2828 Easy Street, Suite 1  
Placerville, CA 95667  
(530) 642- [REDACTED]

**INSERT EMAIL ADDRESS**

**46) FINAL PRODUCT**

Consultant will provide six hard copies and one Americans with Disabilities Act of 1994 (ADA) accessible PDF copy of the final product to EDCTC. Final product must be consistent with deliverables identified in the approved scope of work. The final product is funded through the **INSERT FUNDING SOURCE** grant program. Therefore, the final product shall credit the **INSERT FUNDING AGENCY**'s financial participation on the cover or title page.

**47) CONTRACT CLOSEOUT**

Consultant must complete all work, submit all copies of the final product, all deliverable(s) no later than **INSERT DATE**. Time extensions are not allowed as grant funds lapse after **INSERT DATE**. Final invoice must be submitted to EDCTC by **INSERT DATE**.

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

El Dorado County Transportation Commission

Consultant

\_\_\_\_\_  
Woodrow Deloria  
Executive Director

\_\_\_\_\_  
Name  
Title

Date: \_\_\_\_\_

Date: \_\_\_\_\_

**EXHIBIT A**

Project Budget/Cost Proposal

**Must match not to exceed amount under 4) Cost Ceiling.**

## EXHIBIT B INVOICING AND ALLOWABLE CHARGES

This project is funded by a **state or federal** program subject to review by Caltrans Audits and Investigations. The following are important items to note in this contract regarding invoicing and allowable charges:

- Section 4 B Compensation: Hourly Rates must be billed as shown on Exhibit "A" Project Budget. The rates will remain constant for the term of the contract.
- Section 4 B Compensation: Changes to staff assigned must be approved prior to the employee starting work on the project.
- The hourly rate for new staff assigned to the project must be consistent with the Exhibit "A" billing rates.
- Section 4 B Compensation: Documentation must be provided for all travel, phone, copying or other out-of-pocket expenses.
- Section 4 B Compensation: Travel expenses must not exceed the rates in the Caltrans Division of Accounting Travel Guide.
  - Mileage will be reimbursed at the IRS approved rate.
  - Travel by any means other than privately owned or company vehicle (i.e. Lyft, Uber, Zipcar, Rental, taxi) must be pre-approved.
  - Meals will be reimbursed based on the following:**
    - All meals must have a detailed receipt
    - Breakfast – Actual expense up to \$16
    - Lunch – Actual expense up to \$19
    - Dinner - Actual expense up to \$28
    - Incidentals - \$5
    - No alcoholic beverages allowed
    - Trip less than 12 hours: Meals are not reimbursed
    - Trip more than 12 hours but less than 24 hours: reimbursement is a maximum of \$51 which is 75% of the daily total
    - Last day of trip: reimbursement is a maximum of \$51 which is 75% of the daily total
- Section 4 E Retention: Ten percent (10%) retention will be withheld from every invoice until project completion.
- Markup on subconsultant invoices is not allowed.

---

Authorized Signature for Consultant

**EXHIBIT C**  
**LEVINE ACT DISCLOSURE STATEMENT**

California Government Code § 84308, commonly referred to as the “Levine Act,” precludes an Officer of a local government agency from participating in the award of a contract if he or she receives any political contributions totaling more than five hundred dollars (\$500) in the twelve (12) months preceding the pendency of the contract award, and for twelve (12) months following the final decision, from the person or company awarded the contract. This prohibition applies to contributions to the Officer or received by the Officer on behalf of any other Officer, or on behalf of any candidate for office or on behalf of any committee. The Levine Act also requires disclosure of such contributions by a party to be awarded a specified contract.

Current Commissioners, and their alternates, of the EDCTC: (as of 3/11/25; check for current list)

John Clerici	Greg Ferrero	Jackie Neau	Lori Parlin
Nicole Gotberg	Brian Veerkamp	George Turnboo	David Yarbrough

1. Have you or your company, or any agent on behalf of you or your company, made any political contributions of more than \$500 to any EDCTC Commissioner(s) in the twelve (12) months preceding the date of the issuance of this request for proposal or request for qualifications or award of this contract?

\_\_\_ YES    \_\_\_ NO

If yes, please identify the Commissioner(s): \_\_\_\_\_

2. Do you or your company, or any agency on behalf of you or your company, anticipate or plan to make any political contributions of more than \$500 to any EDCTC Commissioner(s) in the twelve (12) months following the award of the contract?

\_\_\_ YES    \_\_\_ NO

If yes, please identify the Commissioner(s): \_\_\_\_\_

Answering yes to either of the two questions above does not preclude EDCTC from awarding a contract to your firm. It does, however, preclude the identified Commissioner(s) from participating in the contract award process for this contract.

\_\_\_\_\_  
DATE

\_\_\_\_\_  
(SIGNATURE OF AUTHORIZED OFFICIAL)

\_\_\_\_\_  
(TYPE OR WRITE APPROPRIATE NAME, TITLE)

\_\_\_\_\_  
(TYPE OR WRITE NAME OF COMPANY)

**California Government Code Section 84308**

- (a) The definitions set forth in this subdivision shall govern the interpretation of this section.
- (1) "Party" means any person who files an application for, or is the subject of, a proceeding involving a license, permit, or other entitlement for use.
  - (2) "Participant" means any person who is not a party but who actively supports or opposes a particular decision in a proceeding involving a license, permit, or other entitlement for use and who has a financial interest in the decision, as described in Article 1 (commencing with Section 87100) of Chapter 7. A person actively supports or opposes a particular decision in a proceeding if he or she lobbies in person the officers or employees of the agency, testifies in person before the agency, or otherwise acts to influence officers of the agency.
  - (3) "Agency" means an agency as defined in Section 82003 except that it does not include the courts or any agency in the judicial branch of government, local governmental agencies whose members are directly elected by the voters, the Legislature, the Board of Equalization, or constitutional officers. However, this section applies to any person who is a member of an exempted agency but is acting as a voting member of another agency.
  - (4) "Officer" means any elected or appointed officer of an agency, any alternate to an elected or appointed officer of an agency, and any candidate for elective office in an agency.
  - (5) "License, permit, or other entitlement for use" means all business, professional, trade and land use licenses and permits and all other entitlements for use, including all entitlements for land use, all contracts (other than competitively bid, labor, or personal employment contracts), and all franchises.
  - (6) "Contribution" includes contributions to candidates and committees in federal, state, or local elections.
- (b) No officer of an agency shall accept, solicit, or direct a contribution of more than five hundred dollars (\$500) from any party, or his or her agent, or from any participant, or his or her agent, while a proceeding involving a license, permit, or other entitlement for use is pending before the agency and for three months following the date a final decision is rendered in the proceeding if the officer knows or has reason to know that the participant has a financial interest, as that term is used in Article 1 (commencing with Section 87100) of Chapter 7. This prohibition shall apply regardless of whether the officer accepts, solicits, or directs the contribution for himself or herself, or on behalf of any other officer, or on behalf of any candidate for office or on behalf of any committee.
- (c) Prior to rendering any decision in a proceeding involving a license, permit or other entitlement for use pending before an agency, each officer of the agency who received a contribution within the preceding 12 months in an amount of more than five hundred dollars (\$500) from a party or from any participant shall disclose that fact on the record of the proceeding. No officer of an agency shall make, participate in making, or in any way attempt to use his or her official position to influence the decision in a proceeding involving a license, permit, or other entitlement for use pending before the agency if the officer has willfully or knowingly received a contribution in an amount of more than five hundred dollars (\$500) within the preceding 12 months from a party or his or her agent, or from any participant, or his or her agent if the officer knows or has reason to know that the participant has a financial interest in the decision, as that term is described with respect to public officials in Article 1 (commencing with Section 87100) of Chapter 7. If an officer

receives a contribution which would otherwise require disqualification under this section, returns the contribution within 30 days from the time he or she knows, or should have known, about the contribution and the proceeding involving a license, permit, or other entitlement for use, he or she shall be permitted to participate in the proceeding.

- (d) A party to a proceeding before an agency involving a license, permit, or other entitlement for use shall disclose on the record of the proceeding any contribution in an amount of more than five hundred dollars (\$500) made within the preceding 12 months by the party, or his or her agent, to any officer of the agency. No party, or his or her agent, to a proceeding involving a license, permit, or other entitlement for use pending before any agency and no participant, or his or her agent, in the proceeding shall make a contribution of more than five hundred dollars (\$500) to any officer of that agency during the proceeding and for three months following the date a final decision is rendered by the agency in the proceeding. When a closed corporation is a party to, or a participant in, a proceeding involving a license, permit, or other entitlement for use pending before an agency, the majority shareholder is subject to the disclosure and prohibition requirements specified in subdivisions (b), (c), and this subdivision.
- (e) Nothing in this section shall be construed to imply that any contribution subject to being reported under this title shall not be so reported.

For more information, contact the Fair Political Practices Commission, 428 J Street, Suite 800, Sacramento, CA 95814, (916) 322-5660.

**EXHIBIT D**

**DEBARMENT CERTIFICATION FORM**

The Consultant certifies that, neither the Consultant firm nor any owner, partner, director, officer, or principal of the Consultant, nor any person in a position with management responsibility or responsibility for the administration of federal funds:

- (a) Is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal or state department/agency;
- (b) Has within a three-year period preceding this certification been convicted of or had a civil judgment rendered against it for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public transaction or contract (federal, state, or local); violation of federal or state antitrust statutes; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- (c) Is presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state, or local) with commission of any of the offenses enumerated in paragraph (b) above; or
- (d) Has within a three-year period preceding this certification had one or more public transactions or contracts (federal, state, or local) terminated for cause or default.

The Consultant further certifies that it shall not knowingly enter into any transaction with any subcontractor, material supplier, or vendor who is debarred, suspended, declared ineligible, or voluntarily excluded from covered transactions by any federal or state department/agency.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_\_

By \_\_\_\_\_  
Authorized Signature for Consultant

\_\_\_\_\_  
Printed Name and Title

\_\_\_\_\_  
Consultant Firm Name and Type of Entity (*Corp., Partnership, Sole Proprietor*)

\_\_\_\_\_  
Address

\_\_\_\_\_  
City/State/Zip Code

\_\_\_\_\_  
Area Code/Telephone Number and E-Mail Address

ATTACHMENT 2  
DRAFT WCB GRANT APPLICATION



## WCB Project Pre-Application

### Project

Project Name: El Dorado County Highway 50 - WVC Mitigation Project

**Brief Summary (one paragraph):** Wildlife connectivity through the Sierra Nevada foothills is impacted by residential development encroaching from the Valley, rural residential development, and major highways bisecting foothill ecosystems. In El Dorado County, some of the last undeveloped foothill habitat running north-south is crossed by US Highway 50. This section of US 50 has been previously identified as having some of the highest rates and costs of WVC (wildlife vehicle collisions) in California (UC Davis Road Ecology Center, 2023-24). The combination of disruption of habitat connectivity and wildlife mortality on US 50 prevents north-south connectivity for the entire Sierra Nevada range. Connectivity at this scale is important for individual species like the grey wolf as it expands its range and for species adaptation to climate change. Although there are limited existing culverts, undercrossings, and bridges punctuating the US 50 barrier, the lack of adequate fencing and the limited effective crossings means that most wildlife will not successfully cross the road surface. The proposed project would both increase the opportunities for successful wildlife crossings and make it more likely that they can cross US 50 effectively without risk of a vehicle encounter.

Total cost (round up to nearest \$1,000): \$4,000,000.00

Amount requested from WCB (round up to nearest \$1,000): \$3,395,000.00

Start date: 2026

End date: 2028

Project type (select one): Planning

Primary Habitat Type (select one): Wildlife Corridor

Total Acres: TBD

### Location

Primary County: El Dorado

Specific location (Assessor Parcel Number or address if available): The Project is in the State of California, in El Dorado County, between the City of Placerville and the unincorporated yet heavily urbanized area of El Dorado Hills, specifically between Silva Valley Parkway and Weber Creek. The project is in both the Sacramento Adjusted Urban Area and a Rural Area and primarily includes/abuts private lands with some large parcels held by the Shingle Springs Band of Miwok Indians east of PM 10.3 and by the U.S. Bureau of Land Management near PM 7.1. See project map location attachment.

Nearest City (distance and direction): Placerville, CA

Latitude (decimal degrees): 38.72

Longitude (decimal degrees): 120.79

Point represented by the Latitude and Longitude coordinates (e.g., center of project site): 38° 39' 35" N and 120° 57' 36" W

Is the Project in a Disadvantaged or Climate Vulnerable Community? Use both mapping tools:

Severely Disadvantaged Community? (select one): No

75-100th percentile in CalEnviroScreen? (select one): No

## Applicant

Organization name: El Dorado County Transportation Commission

Organization type: Local Government

Primary applicant's contact name and title: Woodrow Deloria, Executive Director

Phone: 530 642 5260

E-mail address: wdeloria@edctc.org

Mailing address: 2828 Easy Street Suite 1, Placerville, CA 95667

## Landowner

Landowner name: Caltrans

Landowner type: State Government

## Project Overview

A two part process is proposed for this project. Part 1 of the project would evaluate potential alternative wildlife crossing locations; design wildlife crossings and crossing enhancements; consult with private, tribal, and public resource agencies to help prioritize enhancements; and complete CEQA and NEPA environmental review processes for improvements at key locations identified by the Project Team and the UC Davis Road Ecology Center. The study area spans approximately 13 miles of the US 50 corridor with a high-incidence of Wildlife-Vehicle Collisions (WVC). Proposed improvements include one or two new wildlife under-crossings (box culvert) associated with a creek, enhancements to existing culvert and vehicle under-crossings to improve wildlife passage, and between seven and nine highway-miles of new barrier fencing to reduce the high rate of WVCs. The Project Team would prioritize locations for under-crossings to be designed as more natural connections that incorporate stream and riparian characteristics for continuity, as opposed to the typical dry-bottom box culverts. Initial review of potential locations shows three or four possible undercrossing locations that could offer those (intermittent stream) design elements. As part of the scope of work, Part 1 would also include

an initial task to update land development changes and the habitat connectivity portion of El Dorado County's Integrated Natural Resources Management Plan (2010). These updates would inform the proposed consultation process with major landowners and land managers along the corridor to facilitate stakeholder input in prioritizing wildlife crossing improvements. Based on this consultation process, the Project Team would identify and rank proposed crossing and fencing actions for design development. The second part of the project will advance a minimum of two crossing proposals to 65% design, including: CEQA clearance, NEPA review, Project Initiation Documentation, 30% conceptual design, 65% design and cost estimates. This will build a foundation for future construction funding applications to WCB, Caltrans, Federal Highway Administration, etc., which would result in construction of two crossings and associated fencing. Project goals are as follows:

- 1) to improve connectivity between important habitats for special-status species,
- 2) to enhance genetic diversity among species by creating one or more new wildlife crossings of US 50 and improving other north-south regional wildlife pathway(s) through enhancement of existing structures,
- 3) to mitigate climate change impacts to wildlife in the Sierra Nevada foothills, and
- 4) to reduce wildlife-vehicle collisions, decreasing injury, mortality and costs associated with ongoing WVCs.

Major tasks involved in the Project:

1. Coordinate with and provide briefings to Caltrans, California Department of Fish and Wildlife, US Fish and Wildlife Service, and local, private, tribal and other state and federal organizations with stakeholder interest in the planning area.
2. Collect and analyze existing data on wildlife movement patterns, wildlife habitat, wildlife use of existing structures and wildlife vehicle collisions.
3. Use GIS analyses based on wildlife occurrence and movement, topography, roadway, habitat, landownership and other spatial data to select and identify at least two alternative under-crossing locations.
4. Identify potential crossing locations and conduct alternative analysis for crossing type and necessary conditions for the ecological and safety basis for crossing structures at each location.
5. Engage, share technical information, and seek input from landowners and land managers along US 50 regarding the WVC mitigation planning project, options for improving habitat connectivity and reducing WVCs, and prioritizing connectivity enhancements.
6. Conduct constructability analysis to identify engineering and design constraints to further refine locations using the prioritization evaluation from Task 4., adding an implementation filter for up to two selected wildlife undercrossing locations, seven to nine highway miles of fenceline, enhancement of existing structures, and prepare conceptual designs while meeting site constraints. Document steps 1-5 in a feasibility report.
7. To inform project programming this task will be done in collaboration with Caltrans North Region Office of Environmental Planning to complete the Project Initiation Document (PID) and Project Study Report/Project Development Study (PSR/PDS) The PID and PSR/PDS will assess site suitability and feasibility analysis based on property ownership and geotechnical constraints of constructability. Additionally, a Preliminary Environmental Analysis Report (PEAR), a

technical report documenting environmental conditions will be provided for all sites.

8. Review candidate sites for environmental and constructability constraints and advance up to two undercrossing sites, new fenceline, and structures enhancements to environmental analysis and 30% design.

9. Develop Project Approval & Environmental Document (PA&ED), including CEQA/NEPA process and documentation as applicable, necessary for Caltrans/federal agency clearances of project environmental impacts.

10. Complete CEQA-compliant Initial Study and anticipated NEPA Environmental Assessment (EA) for the proposed project for an anticipated CA Statutory Exemption for Restoration Projects (SERP) and federal Finding of No Significant Impact (FONSI).

11. Develop Plans Specifications & Estimate (PS&E), including 65% design plans that include cost estimates, right-of-way, construction phasing, delivery schedules, and construction equipment and staffing. Develop Caltrans-required Design-Level Engineering Technical Reports.

12. Complete environmental review phase required by CEQA and NEPA, to be finalized after completion of field surveys but will likely require preparation of support SERP and other documentation required by the CEQA and NEPA lead agencies and CEQA responsible and NEPA cooperating agencies.

13. Complete preparation of 65% PS&E package for environmentally cleared locations.

Two elements are proposed for this planning process. Part 1 of the project would evaluate potential alternative wildlife crossing locations; design wildlife crossings and crossing enhancements; consult with private, tribal, and public resource agencies to help prioritize enhancements; and complete CEQA and NEPA environmental review processes for improvements at key locations identified by the Project Team and the UC Davis Road Ecology Center. The study area spans approximately 13 miles of the US 50 corridor with a high-incidence of Wildlife-Vehicle Collisions (WVC). Proposed improvements include one or two new wildlife under-crossings (box culvert) associated with a creek, enhancements to existing culvert and vehicle under-crossings to improve wildlife passage, and between seven and nine highway-miles of new barrier fencing to reduce the high rate of WVCs. The Project Team would prioritize locations for under-crossings to be designed as more natural connections that incorporate stream and riparian characteristics for continuity, as opposed to the typical dry-bottom box culverts. Initial review of potential locations shows three or four possible undercrossing locations that could offer those (intermittent stream) design elements. As part of the scope of work, Part 1 would also include an initial task to update land development changes and the habitat connectivity portion of El Dorado County's Integrated Natural Resources Management Plan (2010). These updates would inform the proposed consultation process with major landowners and land managers along the corridor to facilitate stakeholder input in prioritizing wildlife crossing improvements. Based on this consultation process, the Project Team would identify and rank proposed crossing and fencing actions for design development. The second part would advance a minimum of two crossing proposals to 65% design, including: CEQA clearance, NEPA review, Project Initiation Documentation, 30% conceptual design, 65% design and cost estimates. This will build a foundation for future construction funding applications to WCB, Caltrans, Federal Highway Administration, etc., which would result in construction of two crossings and associated fencing.

Project goals include the following:

- 1) to improve connectivity between important habitats for special-status species,
- 2) to enhance genetic diversity among species by creating one or more new wildlife crossings of US 50 and improving other north-south regional wildlife pathway(s) through enhancement of existing structures,
- 3) to mitigate climate change impacts to wildlife in the Sierra Nevada foothills, and
- 4) to reduce wildlife-vehicle collisions, decreasing injury, mortality and costs associated with ongoing WVCs.

Major tasks involved in the Project:

1. Coordinate with and provide briefings to Caltrans, California Department of Fish and Wildlife, US Fish and Wildlife Service, and local, private, tribal and other state and federal organizations with stakeholder interest in the planning area.
2. Collect and analyze existing data on wildlife movement patterns, wildlife habitat, wildlife use of existing structures and wildlife vehicle collisions.
3. Use GIS analyses based on wildlife occurrence and movement, topography, roadway, habitat, land ownership and other spatial data to select and identify at least two alternative under-crossing locations.
4. Identify potential crossing locations and conduct alternative analysis for crossing type and necessary conditions for the ecological and safety basis for crossing structures at each location.
5. Engage, share technical information, and seek input from landowners and land managers along US 50 regarding the WVC mitigation planning project, options for improving habitat connectivity and reducing WVCs, and prioritizing connectivity enhancements.
6. Conduct constructability analysis to identify engineering and design constraints to further refine locations using the prioritization evaluation from Task 4., adding an implementation filter for up to two selected wildlife undercrossing locations, seven to nine highway miles of fence line, enhancement of existing structures, and prepare conceptual designs while meeting site constraints. Document steps 1-5 in a feasibility report.
7. To inform project programming this task will be done in collaboration with Caltrans North Region Office of Environmental Planning to complete the Project Initiation Document (PID) and Project Study Report/Project Development Study (PSR/PDS) The PID and PSR/PDS will assess site suitability and feasibility analysis based on property ownership and geotechnical constraints of constructability. Additionally, a Preliminary Environmental Analysis Report (PEAR), a technical report documenting environmental conditions will be provided for all sites.
8. Review candidate sites for environmental and constructability constraints and advance up to two undercrossing sites, new fence line, and structures enhancements to environmental analysis and 30% design.
9. Develop Project Approval & Environmental Document (PA&ED), including CEQA/NEPA process and documentation as applicable, necessary for Caltrans/federal agency clearances of project environmental impacts.
10. Complete CEQA-compliant Initial Study and anticipated NEPA Environmental Assessment (EA) for the proposed project for an anticipated CA Statutory Exemption for Restoration Projects

(SERP) and federal Finding of No Significant Impact (FONSI).

11. Develop Plans Specifications & Estimate (PS&E), including 65% design plans that include cost estimates, right-of-way, construction phasing, delivery schedules, and construction equipment and staffing. Develop Caltrans-required Design-Level Engineering Technical Reports.

12. Complete environmental review phase required by CEQA and NEPA, to be finalized after completion of field surveys but will likely require preparation of support SERP and other documentation required by the CEQA and NEPA lead agencies and CEQA responsible and NEPA cooperating agencies.

13. Complete preparation of 65% PS&E package for environmentally cleared locations.

## Environmental Review (CEQA)

The proposed project.... (select the appropriate answer):

- Is not a project under CEQA. Briefly specify why in the box below.
- Is exempt under CEQA. Provide the CEQA exemption number and specify how the project meets the terms of the exemption in the box below.
- Requires Neg Dec, MND, or EIR. Specify the lead CEQA agency (the agency preparing the document) and the (expected) completion date in the box below. Please note that WCB will need to review and approve any CEQA document.

\*Note: All WCB project approvals are considered a discretionary action. CEQA applies in situations where a governmental agency can use its judgment in deciding whether and how to carry out or approve a project. A project subject to such judgmental controls is called a "discretionary project" and is subject to CEQA.

### CEQA Statutory Exemption for Restoration Projects (SERP)

- Will result in long-term net benefits to climate resiliency, biodiversity, and sensitive species recovery
- Includes procedures and ongoing management for the protection of the environment
- Conserve, restore, protect, or enhance, and assist in the recovery of California native fish and wildlife, and the habitat upon which they depend
- Restore or provide habitat for California native fish and wildlife
- May have incidental public benefits, such as increasing public safety

## Other Funding Sources

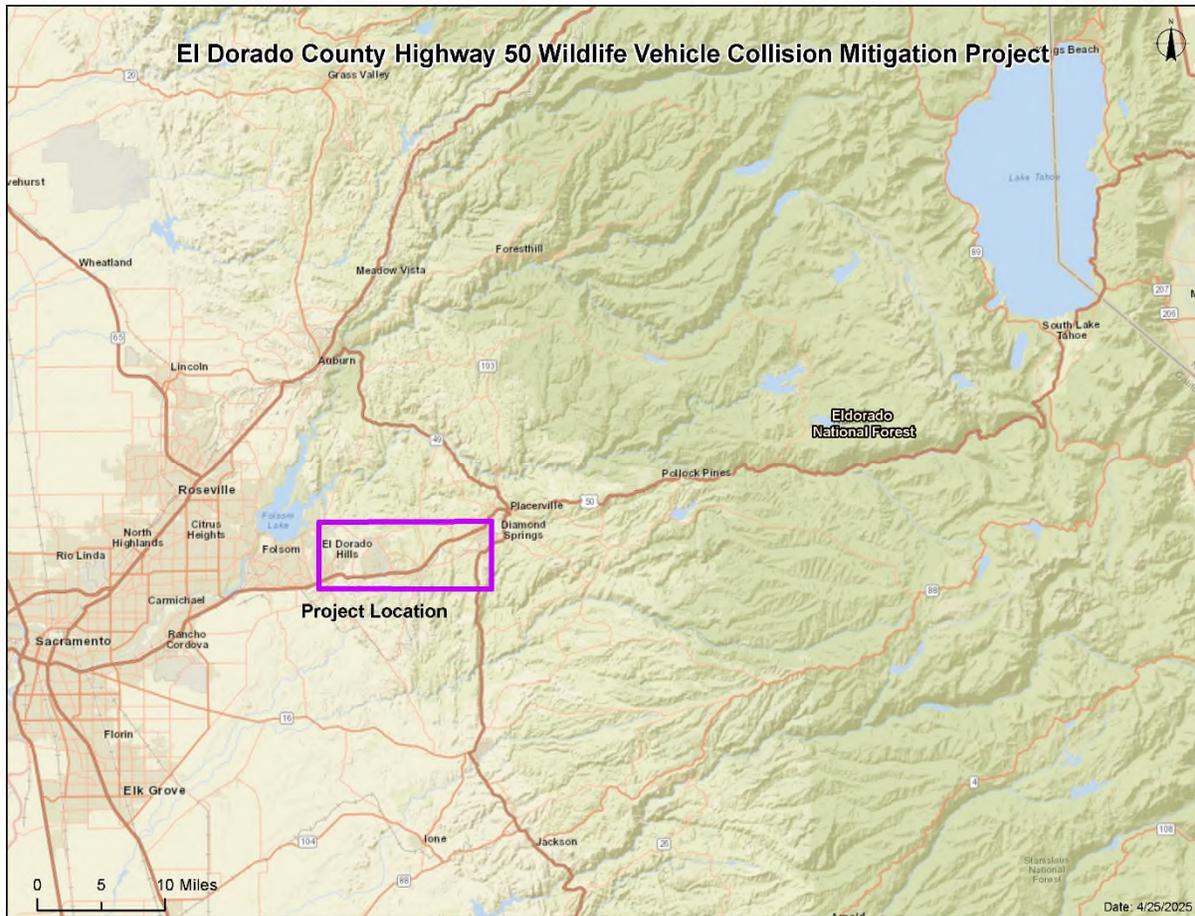
Please list all of the sources of cost share. Please indicate if other funding sources have been secured or are pending (applied for but not yet awarded).

Source	Amount (\$)	Status - Secured / Applied for
EDC Transportation Commission	\$55,062	Secured (in kind contribution)
State/County (SHOPP) Program	\$340,000	Secured (in kind contribution)
Professional Advisory Committee (5) members	\$50,000	Secured (in kind contribution)

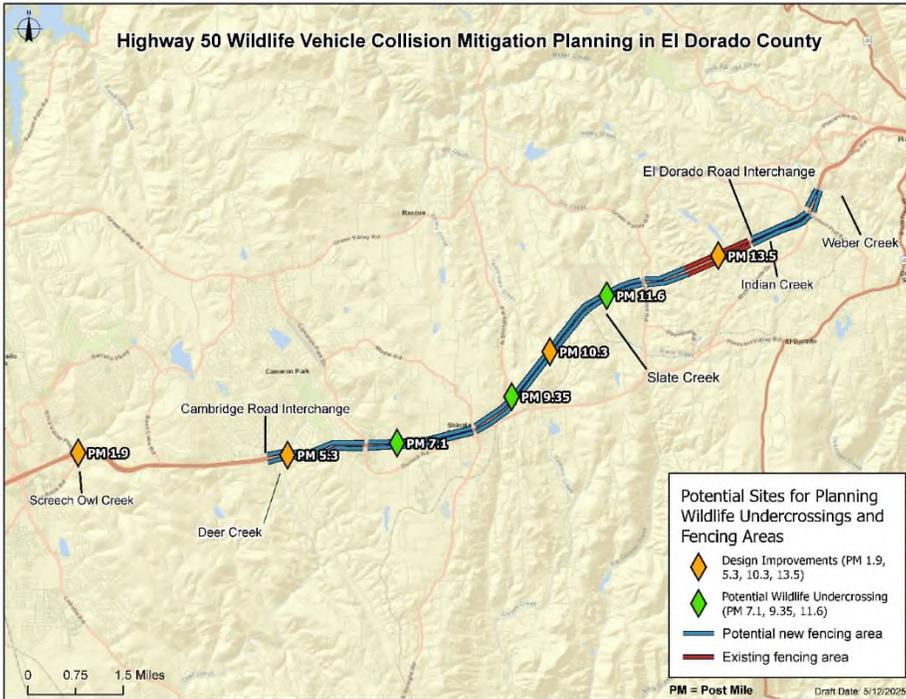
Source	Amount (\$)	Status - Secured / Applied for
EDC Engineering services	\$160,000	Secured (in kind contribution)
<b>TOTAL</b>	<b>\$605,062</b>	

## Maps/Photographs

### Highway 50 Corridor – Project Location Overview Map



Highway 50 Corridor – Potential Sites for Planning Wildlife Undercrossings and Fencing Areas



Highway 50 Corridor – Pine Hill Preserve and Urban Areas

