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David Evans and Associates, Inc.

**Project Planning and Design Engineering Services
in Support of Projects Associated with the U.S. 50 / Ponderosa Road /
South Shingle Road
Interchange Improvements Project**

AGREEMENT FOR SERVICES # AGMT 08-1677

THIS AGREEMENT, made and entered into by and between the County of El Dorado, a political subdivision of the State of California (hereinafter referred to as "County"), and David Evans and Associates, Inc., an Oregon corporation duly qualified to conduct business in the State of California, whose principal place of business is 2100 S.W. River Parkway, Portland, Oregon 97201, and whose local office is located at 1544 Eureka Road, Suite 200, Roseville, California 95661 (hereinafter referred to as "Consultant");

RECITALS

WHEREAS, County has determined that it is necessary to obtain a consultant to assist its Department of Transportation with project planning and design engineering services in support of projects associated with the U.S. 50 / Ponderosa Road / South Shingle Road Interchange Improvements Project (hereinafter referred to as "Project"); and

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


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

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

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

ARTICLE I

Scope of Services: Consultant agrees to furnish personnel, subconsultants, materials, equipment and services necessary to provide project planning services, design engineering services, environmental services, utility coordination services, right-of-way engineering services, and other preliminary project delivery support services limited to the Project Study Report/Project Report Phase of the Project including, but not limited to, those tasks identified in Exhibit A, marked "Base Scope of Work," incorporated herein and made by reference a part hereof.



Consultant's services are to be provided specifically in support of the Project Study Report/Project Report Phase of the U.S. 50 / Ponderosa Road / South Shingle Road Interchange Improvements Project, which may involve consideration of related projects including, but not limited to, the U.S. 50 / Ponderosa Road / Durock Road Interchange Realignment Project, the U.S. 50 / Ponderosa Road / North Shingle Road Interchange Realignment Project and other projects associated with the U.S. 50 / Ponderosa Road / South Shingle Road Interchange Improvements Project.

In addition to the specific services identified in Exhibit A, "Base Scope of Work," this Agreement may also include Optional Tasks. Such Optional Tasks may supplement, expand or otherwise modify the Base Scope of Work or may include, but not be limited to, tasks that are deemed critical by the Contract Administrator to the furtherance of the Project Study Report/Project Report Phase of the Project.

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

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

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

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

The period of performance for Task Orders shall be in accordance with dates specified in each Task Order. No payment will be made for any work performed before or after the

period of performance in the Task Order, unless County's Contract Administrator and Consultant amend the Task Order. No Task Order will be written which extends beyond the expiration date of this Agreement, nor the cumulative total of the not-to-exceed Contract amount.

If a submittal is required to be an electronic file, Consultant shall produce the file in Microsoft Word 2003, Microsoft Excel 2003 and other engineering software used for analytical purposes. Newer versions of software may be used if approved by County's Contract Administrator or designee. Failure to submit the requested deliverables in the format required shall be grounds for termination of the Agreement, as provided in Article XVIII, Default, Termination, and Cancellation herein.

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

ARTICLE II

Term: This Agreement shall become effective when fully executed by both parties hereto and shall expire on June 30, 2010.

ARTICLE III

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

For the purposes hereof, the billing rates shall be in accordance with Exhibit B, marked "Year 2008 Fee Schedule," incorporated herein and made by reference a part hereof. The hourly rates indicated in Exhibit B are effective through December 31, 2008 and may be adjusted annually beginning on January 1, 2009. On or before January 1st of each calendar year, Consultant may submit a new proposed rate schedule, which shall require written approval and acceptance by County's Contract Administrator, prior to the new rates becoming effective. In no instance shall the hourly salary rates be increased more than six and one-half percent (6.5%) per year.

Reimbursement for mileage expenses, if applicable, shall not exceed the rates to be paid to County employees under the current Board of Supervisors Travel Policy at the time the mileage expenses are incurred. Mileage reimbursement rates apply to Consultant and to any subconsultants authorized under this Agreement.

Travel costs (i.e., overnight lodging, meals, parking, airfare, bridge tolls, etc.) will not be reimbursed for any services performed under this Agreement.

For the purposes of budgeting the items of work identified in Exhibit A, Base Scope of Work, the maximum allowable billing amounts for each item of work are described in Exhibit C, marked "Cost Proposal," incorporated herein and made by reference a part

hereof. The amounts indicated in Exhibit C, listed by Consultant and by subconsultants, represent the composition of the total not-to-exceed budget for the various items of work. In the performance of the scope of services to be provided under this Agreement, Consultant may request to reallocate the expenses listed in Exhibit C among Consultant's own personnel (not including subconsultants) and among the various tasks identified therein, subject to the Contract Administrator's written approval. In no event shall the "not-to-exceed" amount of the Base Scope of Work be exceeded, nor shall the total not-to-exceed amount of the Contract be exceeded.

The total amount for services to be provided under the Base Scope of Work in accordance with Exhibits A and C hereto shall not exceed \$525,000 inclusive of all work of subconsultants and all expenses.

The total amount for all Optional Tasks, if any, which may be assigned in accordance with this Agreement, shall not exceed \$75,000, inclusive of all Task Orders and expenses. The not-to-exceed amount of each individual Task Order so assigned shall not exceed the amount specified in each Task Order, unless County's Contract Administrator and Consultant amend the Task Order in writing.

The total amount of this Agreement, including all of the services detailed in Exhibit A and including any Optional Tasks which may be assigned, and inclusive of all costs, all work of subconsultants, expenses and Task Orders shall not exceed \$600,000.

Itemized invoices shall follow the format specified by County and shall reference this Agreement number both on their faces and on any enclosures or backup documentation. If Task Orders are issued pursuant to this Agreement, Consultant shall bill County for only one Task Order per invoice and shall include the Task Order number on each invoice. Consultant shall attach copies of any progress reports required under the provisions of Article VI, Progress Reports, that relate to the services being billed, as backup documentation to any invoices submitted for payment under the terms of this Agreement. Copies of documentation attached to invoices shall reflect Consultant's charges for the specific services billed on those invoices. Invoices shall be mailed to County at the following address:

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

or to such other location as County directs.

In the event that Consultant fails to deliver, in the format specified, the deliverables required by this Agreement, County at its sole option may delay the monthly payment for the period of time of the delay, cease all payments until such time as the required deliverables are received, or proceed as set forth below in Article XVIII, Default, Termination, and Cancellation.

ARTICLE IV

Standards for Work: Engineering services rendered under this Agreement shall be performed in accordance with current County, Caltrans and federal design criteria, regulations, policies, procedures, manuals, and standards, including the guidelines set forth in the *AASHTO Green Book - A Policy on Geometric Design of Highways and Streets*, the *Caltrans Highway Design Manual*, the *Caltrans Bridge Design Manuals*, the *Caltrans Local Assistance Procedures Manual*, the *El Dorado County Design and Improvements Standards Manual* and all other applicable Caltrans, Federal Highway Administration (FHWA), federal, state and local laws, County guidelines and accepted industry standards, and shall be performed in a safe, professional, skillful and workmanlike manner in accordance with good engineering practices.

Environmental services provided under this Agreement shall be performed in accordance with, and in full compliance with, County, Caltrans and FHWA guidelines, the National Environmental Policy Act (NEPA), Pub. L. 91-190, 42 U.S.C. 4321-4347, January 1, 1970, as amended by Pub. L. 94-52, July 3, 1975, Pub. L. 94-83, August 9, 1975, and Pub. L. 97-258, § 4(b), Sept. 13, 1982, all NEPA guidelines and related regulations, the California Environmental Quality Act (CEQA), Public Resources Code Sections 210000 et. seq., and in full compliance with CEQA Guidelines, California Code of Regulations, Title 14, Chapter 3, Sections 150000 et. seq., such that the work will result in NEPA and CEQA certifiable environmental documents.

All of Consultant's services and deliverables must adhere to current County, Caltrans and federal requirements for project development and shall be made available to County and Caltrans for review and approval at stages specified in the Base Scope of Work and in the individual Task Orders issued pursuant to the Agreement, if any, and as directed by the Contract Administrator.

Plans, specifications and estimates shall be prepared in conformance with the standards, design criteria, regulations, policies, procedures, manuals and guidelines stated herein above. As part of the work involved in the preparation of the plans, specifications and estimates, Consultant may be required to prepare and furnish special provisions for items of work included in the plans which are not covered by the Caltrans Standard Specifications and Caltrans' approved standard special provisions.

Consultant has full responsibility for the accuracy and completeness of the plans and related designs, specifications, estimates, reports and such other documents that may be required for the items of work assigned. Assistance, cooperation and oversight by County, Caltrans, FHWA or other regulatory agencies will not relieve Consultant of this professional responsibility.

All work must be performed and work products prepared in a format and manner customarily anticipated by the appropriate approving agencies.

ARTICLE V

Quality Control: Consultant shall have a quality control plan in effect during the entire time work is being performed under this Agreement. Consultant shall provide County's

Contract Administrator with a general overview of Consultant's quality control plan in the form of a written outline. Consultant shall also identify critical quality control reviews for the major deliverables within the Base Scope of Work and within each Task Order schedule, if applicable. The plan shall take into account the following:

- A. The plan shall establish a process whereby calculations and plans are independently checked, corrected and back-checked, all draft and final reports are reviewed for accuracy, completeness, and readability before submittal, and all job-related correspondence and memoranda are routed and received by affected persons and then filed in the appropriate Project file.
- B. Consultant is responsible for the accuracy and completeness of all data, plans, specifications, drawings and estimates prepared by Consultant or by any subconsultant authorized under this Agreement and Consultant shall check all such material accordingly.
- C. Consultant is responsible for a detailed review of design components and related details, and the accuracy with which such designs are depicted on the plans and the details.
- D. Plans, designs, estimates, calculations, reports and other documents furnished under each item of work or under each Task Order, if applicable, shall be of a quality acceptable to County's Contract Administrator.
- E. A design, estimate, calculation, report or other document furnished under each item of work or Task Order, if applicable, is of acceptable quality when it is neat in appearance, well-organized, technically and grammatically correct, and checked.
- F. The minimum standard of appearance, organization and content of the drawings and reports shall be that of similar types utilized by County. County will provide examples to Consultant upon request.
- G. The page identifying the preparer of engineering reports, the title sheet for specifications, and each sheet of plans shall bear the professional seal, certificate number, registration classification, expiration date of the certificate, and the signature of the professional engineer(s) responsible for their preparation.
- H. Consultant shall maintain a complete Project file for each item of work or Task Order, if applicable, performed under this Agreement. This file shall be made available to the County's Contract Administrator, or designee, during normal County working hours and shall be transferred to County upon completion of work under this Agreement.

County's Contract Administrator shall decide all questions pertaining to the quality or acceptability of deliverables furnished and work performed under this Agreement.

ARTICLE VI

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

ARTICLE VII

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

ARTICLE VIII

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

ARTICLE IX

Ownership of Data: Upon completion or earlier termination of all services under this Agreement, or upon the completion of services provided in accordance with individual Task Orders issued pursuant to this Agreement, if any, ownership and title to all reports, documents, plans, maps, specifications, estimates, compilations, photographs, videos and any and all other materials or data produced or obtained as part of this Agreement will automatically be vested in County without restriction or limitation on their use, and no further agreement will be necessary to transfer ownership to County. Copies may be made for Consultant's records, but shall not be furnished to others without written authorization from County's Contract Administrator. Such deliverables shall be deemed works made for hire and all rights in copyright therein shall be retained by County. Consultant shall furnish

County all necessary copies of data, including data stored in electronic format, needed to complete the review and approval process of the services provided under this Agreement.

ARTICLE X

Consultant's Project Manager: Consultant designates Mike Higgins, Senior Transportation Planner, as its Project Manager for this Agreement. Consultant's Project Manager, or County-approved designee, shall be accessible to County's Contract Administrator, or designee, during normal County working hours and shall respond within twenty-four (24) hours to County inquiries or requests. Consultant's Project Manager shall be responsible for all matters related to Consultant's personnel, operations and any subconsultants authorized under this Agreement including, but not limited to (1) assigning qualified personnel to perform the work and to prepare the deliverables required by the various items of work; and (2) reviewing, monitoring, training and directing Consultant's personnel and any subconsultants authorized herein.

ARTICLE XI

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

ARTICLE XII

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

ARTICLE XIII

Confidentiality:

- A. Consultant shall maintain the confidentiality and privileged nature of all records, including billing records, all financial, statistical, personal, technical, or other data and information relative to County's operations together with any knowledge therein acquired, in accordance with all applicable state and federal laws and regulations, as they may now exist or may hereafter be amended or changed. Consultant, and all Consultant's staff, employees, and representatives, including any subconsultants authorized herein, shall not use or disclose, directly or indirectly at any time, any said confidential information, other than to County's Department of Transportation for the purpose of, and in the performance of, this Agreement.

- B. Permission to disclose information on one occasion shall not authorize Consultant to further disclose such information, or disseminate the same on any other occasion.
- C. Consultant shall not comment publicly to the press or any other media regarding this Agreement or County's actions on the same, except to County's staff, Consultant's own personnel or authorized subconsultants involved in the performance of this Agreement, at public hearings or in response to questions from a Legislative committee.
- D. Consultant shall not issue any news release or public relations item of any nature, whatsoever, regarding work performed or to be performed under this Agreement without prior review of the contents thereof by County, and receipt of the Contract Administrator's written permission.
- E. All information related to any construction estimates prepared or otherwise obtained in the performance of this Agreement is confidential, and shall not be disclosed by Consultant to any entity other than to County.

ARTICLE XIV

Assignment and Delegation: Consultant is engaged by County for its unique qualifications and skills as well as those of its personnel. Consultant shall not subcontract, delegate, or assign services to be provided, in whole or in part, to any other person or entity without prior written consent of County. Notwithstanding this Article, Consultant is authorized to utilize the specific subconsultants identified in Exhibit A, "Base Scope of Work," for the particular tasks, work and deliverables identified therein and County may, through its Contract Administrator, authorize Consultant to utilize subconsultants for Optional Tasks authorized in individual Task Orders issued pursuant to this Agreement. Said authorization and approval shall be sought and obtained by Consultant prior to subconsultants' commencement of any Optional Task work under this Agreement. Consultant shall require each subconsultant, to the extent of the work to be performed by the subconsultant, to be bound to Consultant by the terms of this Agreement and to assume toward Consultant all of the obligations and responsibilities that Consultant, by this Agreement, assumes toward County.

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

ARTICLE XV

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

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

ARTICLE XVI

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

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

ARTICLE XVII

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

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

In addition to the above, should the Board of Supervisors during the course of a given year for financial reasons reduce or order a reduction in the budget for any County department for which services were contracted to be performed, pursuant to this paragraph in the sole discretion of County, this Agreement may be deemed to be canceled in its entirety subject to payment for services performed prior to cancellation.

ARTICLE XVIII

Default, Termination, and Cancellation:

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

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

- B. Bankruptcy: This Agreement, at the option of County, shall be terminable in the case of bankruptcy, voluntary or involuntary, or insolvency of Consultant.
- C. Ceasing Performance: County may terminate this Agreement in the event Consultant ceases to operate as a business, or otherwise becomes unable to substantially perform any term or condition of this Agreement.
- D. Termination or Cancellation without Cause: County may terminate this Agreement in whole or in part upon seven (7) calendar days' written notice by County for any reason. If such prior termination is effected, County will pay for satisfactory services rendered prior to the effective dates, as set forth in the Notice of Termination provided to Consultant, and for such other services which County may agree to in writing as necessary for contract resolution. In no event, however, shall County be obligated to pay more than the total amount of the contract. Upon receipt of a Notice of Termination, Consultant shall promptly discontinue all services affected, as of the effective date of termination set forth in such Notice of Termination, unless the Notice directs otherwise. In the event of termination for default, County reserves the right to take over and complete the work by contract or by any other means.

ARTICLE XIX

Notice to Parties: All notices to be given by the parties hereto shall be in writing and served by depositing same in the United States Post Office, postage prepaid and return

receipt requested. Notices to County shall be in duplicate and addressed as follows:

To County:

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

With a copy to:

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

Attn.: Matthew D. Smeltzer,
Acting Deputy Director of Engineering,
West Slope Engineering Division

Attn: Tim C. Prudhel,
Contract Services Officer

or to such other location as County directs.

Notices to Consultant shall be addressed as follows:

David Evans and Associates, Inc.
1544 Eureka Road, Suite 200
Roseville, California 95661

Attn.: Gregory C. Oslund,
Vice President -Transportation Manager

or to such other location as Consultant directs.

ARTICLE XX

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

ARTICLE XXI

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

- A. Full Workers' Compensation and Employers' Liability Insurance covering all employees of Consultant as required by law in the State of California.

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

County. At the option of County, either: The insurer shall reduce or eliminate such deductibles or self-insured retentions as respects County, its officers, officials, employees, and volunteers; or Consultant shall procure a bond guaranteeing payment of losses and related investigations, claim administration, and defense expenses.

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

In addition, Consultant shall ensure that all subconsultants authorized pursuant to this Agreement shall maintain workers' compensation, general liability, auto liability and professional liability insurance as specified above and shall provide County with proof of same.

ARTICLE XXII

Interest of Public Official: No official or employee of County who exercises any functions or responsibilities in review or approval of services to be provided by Consultant under this Agreement shall participate in or attempt to influence any decision relating to this Agreement which affects personal interest or the interest of any corporation, partnership, or association in which he/she is directly or indirectly interested; nor shall any such official or employee of County have any interest, direct or indirect, in this Agreement or the proceeds thereof.

ARTICLE XXIII

Interest of Consultant: Consultant covenants that Consultant presently has no personal interest or financial interest, and shall not acquire the same in any manner or degree, in either: 1) any other contract connected with or directly affected by the services to be performed by this Agreement; or, 2) any other entities connected with or directly affected by the services to be performed by this Agreement. Consultant further covenants that in the performance of this Agreement no person having any such interest shall be employed

by Consultant. Consultant hereby certifies that neither Consultant, nor any firm affiliated with Consultant will bid on any construction contract for any construction project resulting from this Agreement. An affiliated firm is one, which is subject to the control of the same persons through joint-ownership, or otherwise.

Except for subconsultants whose services are limited to providing surveying or materials testing information, no subconsultant who has provided design services in connection with this contract shall be eligible to bid on any construction contract, for any construction project resulting from this Agreement.

Consultant further certifies that neither Consultant, nor any firm affiliated with Consultant, will bid on any construction subcontracts included within the construction contract. Additionally, Consultant certifies that no person working under this contract is also employed by the construction contractor for any project included within this Agreement.

ARTICLE XXIV

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

ARTICLE XXV

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

ARTICLE XXVI

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

ARTICLE XXVII

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

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

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

ARTICLE XXVIII

Contract Administrator: The County Officer or employee with responsibility for administering this Agreement is Matthew D. Smeltzer, Acting Deputy Director of Engineering, West Slope Engineering Division, Department of Transportation, or successor.

ARTICLE XXIX

Authorized Signatures: The parties to this Agreement represent that the undersigned individuals executing this Agreement on their respective behalf are fully authorized to do so by law or other appropriate instrument and to bind upon said parties the obligations set forth herein.

ARTICLE XXX

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

ARTICLE XXXI

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

Contract Administrator Concurrence:

By: Matthew D. Smeltzer
Matthew D. Smeltzer
Acting Deputy Director of Engineering,
West Slope Engineering Division

Dated: 4/03/08

Requesting Department Concurrence:

By: Matthew D. Smeltzer for
Richard W. Shepard, P.E.
Director of Transportation

Dated: 4/03/08

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

-- COUNTY OF EL DORADO --

By: 

RON BRIGGS
Board of Supervisors
"County"

Dated: 4-10-08
Bd. date 2/26/08

Attest:
Cindy Keck
Clerk of the Board of Supervisors

By: 

Deputy Clerk

Dated: 4-10-08
Bd. date 2/26/08

-- DAVID EVANS AND ASSOCIATES, INC. --

By: 

Gregory Q. Oslund
Vice President
Transportation Manager
"Consultant"

Dated: 4/7/08

By: 

Corporate Secretary

Dated: 4/8/08

Exhibit A

Base Scope of Work

BASE SCOPE OF WORK DESCRIPTION:

County is proposing this Project to improve the Ponderosa Road/South Shingle Road Interchange and adjacent local roads, including North Shingle Road, Durock Road and Wild Chaparral Drive. This Project includes widening the existing overcrossing to accommodate additional lanes, ramp improvements, and adjacent local road intersections and alignments. This scope of work does not include the study of auxiliary lanes between Ponderosa Road and Cameron Park Drive. This Base Scope of Work is confined to the Project Study Report/Project Report (PSR/PR) Phase of the Project and includes items of work that will result in acceptance by County and Caltrans of the Final PSR/PR for the Project.

DELIVERABLES:

Consultant (DEA) shall submit all deliverables to County's Contract Administrator in accordance with the attached Project schedule. All unsigned deliverables, whether hard copy or electronic versions, will be provided using Microsoft Office 2003 applications (specifically, MS Word, MS Project and MS Excel). Signed reports will be submitted in Adobe portable document format (pdf). All contract plans will be produced in Microstation and provided in that format.

DEA shall submit all draft documents and reports to County's Contract Administrator and Caltrans for review and comment. DEA shall incorporate County's and Caltrans' comments into the final documents or reports subject to agreement by DEA and County's Contract Administrator.

DEA shall submit meeting agendas one (1) day prior to each meeting and shall submit meeting minutes within five (5) days of each meeting.

County releases DEA from any liability arising from modifications to electronic files made by County or its agents and for reuse of the files for any purpose other than the purpose for which the files were originally intended.

PROJECT SCHEDULE:

Adjustments to the Project Schedule (see page 18) can be made with written approval of County's Contract Administrator, provided that any extension of time does not exceed the expiration date of the Agreement.

BACKGROUND:

The detailed base scope of work provides the necessary work breakdown structure (WBS) to adequately guide and control the proposed work and deliverables. The scope is based on the information and traffic study in the Planning Level Cost Study for US 50 Interchange Improvements (March 2006) by consultant URS. Based upon this information, DEA has anticipated the amount of work outlined in this Base Scope of Work, developed and refined the scope based on their understanding of the Project and experience on similar projects. County will provide project oversight, giving DEA direction and guidance as needed to ensure the Project meets County requirements. Caltrans will provide project oversight to ensure the Project meets Caltrans requirements. County and Caltrans will be responsible for drafting and executing the Project cooperative agreements and DEA will assist as needed. This Base Scope of Work includes the Items of Work listed below as detailed in the item descriptions.

Item of Work A – Project Management

Item of Work B – Public Outreach

Item of Work C – Surveys and Mapping

Item of Work D – Traffic Analysis

Item of Work E – Alternatives Analysis

Item of Work F – Environmental Documentation

Item of Work G – Engineering Studies

Item of Work H – Project Study Report/Project Report (PSR/PR)

ITEM OF WORK A - PROJECT MANAGEMENT

DEA will provide project management for each Item of Work detailed in this Base Scope of Work. DEA's Project Manager (PM) will proactively manage the project development process, assure that the key submittal milestone events are met, and that County staff is kept informed on Project issues. DEA will monitor subconsultants' performance to assure that contract compliance and quality standards are met. Management activities will consist of meeting attendance, scheduling, coordination, quality control and project administration.

PDT Meetings

Project Development Team (PDT) meetings will serve as the primary forum for reviewing the status of the Project, identifying and resolving Project issues and coordinating with other projects, including US 50 HOV Lanes and US 50/ Cameron Park Interchange Improvements for County, Caltrans and DEA representatives. Attendees will include DEA's PM, DEA task leads and others as required by DEA's PM to perform the Project work. DEA will provide meeting notices, prepare meeting materials and agendas, and attend and prepare meeting minutes for up to twenty (20) monthly meetings. DEA will consult with County's Project Manager prior to each meeting to get input regarding the agenda and potential attendees. For the purposes of this Agreement, County's Project Manager shall be Jennifer Maxwell, Senior Civil Engineer, West Slope Engineering Division, Department of Transportation, or successor.

Coordination Meetings

DEA will coordinate technical design, planning and environmental tasks with County, Caltrans and others through meetings and correspondence. Up to twelve (12) meetings are anticipated, other than the PDT meetings, to coordinate and discuss specific Project needs and issues. DEA will prepare agendas and document these meetings. DEA's PM will facilitate all coordination meetings. As part of this task, DEA's PM will also make presentations to County's Board of Supervisors as requested by County's Contract Administrator including preparation of presentation materials and assistance in the development of staff reports.

Progress Reports

DEA will prepare monthly progress reports and invoices and submit these to County. The invoices will include copies of subconsultant invoices, a breakdown of hours and charge rates by grade classification and a summary of expenses by Item of Work category. Twenty (20) status reports/invoices are anticipated.

CPM Schedule

DEA will prepare an initial Critical Path Method (CPM) schedule and will maintain the project schedule on a regular basis. The CPM schedule will be prepared using Microsoft Project 2003 Professional software and will be updated prior to each PDT meeting to reflect the current status of the Project.

Quality Assurance and Control (QA/QC)

DEA will prepare and implement a project specific quality assurance/quality control (QA/QC) plan that will outline QA/QC procedures for project deliverables, budgets and schedules. Design calculations and drawings will be independently checked, corrected when necessary and rechecked to assure that all revisions have been made prior to the submittals. Plans will be checked for conflicts and misalignments. An independent check will be performed on the structural design by DEA's engineers that have remained independent of the original design, who will then resolve any discrepancies between the design engineers and the review engineers

Project Guide

DEA, in coordination with County, will prepare a Project Guide for use by all staff working on the Project. The Project Guide will contain project instructions regarding all aspects of the Project. This is a dynamic document that will be used by both County and DEA staff throughout the Project to track project progress, facilitate communications and to document decisions and responsibilities. Topics to be covered by this Guide include:

- Project background and purpose
- Lines of communication and organizational chart
- Project charge numbers
- Work plan
- Project schedule
- QA/QC plan
- Design criteria
- Submittal requirements
- CADD standards
- Risk Management plan

Deliverables:

**Project Status Reports, including Project Schedules
PDT Meeting Agendas and Minutes
Coordination Meeting Agendas and Minutes
Progress Reports/Invoices
CPM Schedule
QA/QC Plan
Project Guide**

ITEM OF WORK B - PUBLIC OUTREACH

Materials Development

DEA will review, comment and assist County with the language and layout in the preparation of a frequently asked questions (FAQ) document prepared by County and with two (2) project newsletters. The FAQ document is intended to describe the Project and answer key questions. The project newsletters will highlight the purpose and need, solicit input about the Project and will report on various stages of the environmental review process.

Public Workshops

DEA will participate in two (2) general public open house or town hall meetings intended to obtain public comment during the preliminary geometric design and during the environmental document review period. These forums will be designed to create a convenient, informational and interactive environment for attendees and allow for two-way dialogue between affected stakeholders and the project team, to solicit necessary feedback on all aspects of the Project.

County will be responsible for all event logistics including room rental, set up and clean up, sign-in sheets, nametags, refreshments and comment cards. DEA will assist with the preparation of two (2) presentations, assist in conducting two (2) workshops, prepare four (4) exhibits for each workshop and will assist County with responses to oral and written comments submitted during the meetings.

Deliverables:

**Comments on FAQ document and two (2) Project Newsletters
Prepare, attend and assist with two (2) Public Workshops
Assist County with Responses to Oral and Written Comments**

ITEM OF WORK C –SURVEYS AND MAPPING

Field Surveys

DEA will perform up to one (1) eight (8) hour day of field surveys to locate specific features not accurately represented by aerial mapping and/or to investigate site-specific issues, in accordance with County standards. DEA will update County's existing base survey file.

Deliverable:

Electronic updated existing base survey file.

ITEM OF WORK D – TRAFFIC ANALYSIS

Prepare Transportation Technical Report

DEA and its subconsultant, Fehr & Peers (F&P), will prepare an Administrative Draft and Final Transportation Technical Report that will be used for the PSR/PR and Environmental Documents. Based upon County's and Caltrans' standards of significance for transportation impacts, project traffic impacts will be identified and improvements will be determined for the Project.

Graphics will be prepared for:

- Existing lane configurations and volumes
- Lane configurations and volumes with the Project for each alternative

The Transportation Technical Report shall include discussions regarding current and forecasted design year volumes and Level of Service (LOS), accident history, queue lengths, ramp metering and auxiliary lanes.

Following review and comments by County and Caltrans staff, DEA and F&P will provide a response to comments and revise the administrative draft report to incorporate the comments into the final report.

Additionally, F&P shall prepare a traffic operations analysis of the impacts of a connection of Palmer Drive with Wild Chaparral Drive on the proposed U.S. 50/Ponderosa Road Interchange design. The analysis will be completed for Alternatives 1 and 2 for design year conditions (2030). The findings will be summarized in a Technical Memorandum.

Deliverables:

**Administrative Draft Transportation Technical Report
Response to Comments and Final Transportation Technical Report
Traffic Operations Analysis Technical Memorandum
(Two (2) hard copies and one (1) electronic version of each)**

ITEM OF WORK E – ALTERNATIVES ANALYSIS

Design Exception Fact Sheets

DEA will prepare draft and final Fact Sheets for Exceptions to Advisory and Mandatory Design Standards and will obtain Caltrans approval of the final Fact Sheets. Within acceptable standards of engineering judgment and County concurrence, DEA will document deviations from permissive standards. After Caltrans has approved the final Fact Sheets, DEA will file copies of the approved Fact Sheets with Caltrans headquarters and district offices.

Geometric Approval Drawings (GAD)

In conjunction with the Design Exception Fact Sheets, Caltrans may require Geometric Approval Drawings (GAD) and Caltrans Design Checklists. In the event this is required, DEA will complete the checklists, prepare the GAD's and coordinate this effort. The draft GAD's will include layouts, typical sections, profiles and superelevation diagrams. County and Caltrans will review the draft GAD's and offer written comments and suggested changes. If required, DEA will revise the draft GAD's as appropriate.

After review and acceptance by County and Caltrans, the final GAD's will be stamped by DEA as approved drawings, dated and signed to document the approved geometrics. The final GAD's will serve as the basis for the preparation of the Plans, Specifications and Estimates (PS&E).

Frontage Road Plan Reviews & Coordination Meetings

DEA will coordinate design elements and will perform the necessary plan reviews to coordinate with frontage road improvements designed by others, including potential private development. This includes, but is not limited to, traffic and design coordination for the Palmer/Wild Chaparral Drive connection. DEA shall attend up to four (4) Coordination Meetings.

Deliverables:

Draft, Final and Approved Fact Sheets for Exceptions to Design Standards (Two (2) hard copies and one (1) electronic version)
Draft and Final Geometric Approval Drawings and Design Checklists (Two (2) hard copies and one (1) electronic version)
Plan Review Comments (Two hard (2) copies of review comments for each review)

ITEM OF WORK F – ENVIRONMENTAL DOCUMENTATION

F.1 Management and Coordination

DEA and its subconsultant, PAR Environmental Services, Inc. (PAR), will manage and coordinate the performance of the necessary environmental studies, preparation of the appropriate environmental documents, and obtain Environmental Document approval. The Project is to be funded with local development fees and possible federal funds, requiring clearance in accordance with California Environmental Quality Act (CEQA) and National Environmental Policy Act (NEPA). The lead agencies under these two acts will be County and Caltrans, respectively. Caltrans District 3, acting on behalf of the Federal Highway Administration (FHWA) will review technical studies and the environmental documents for compliance with FHWA protocols for implementation of NEPA. Environmental documentation will be prepared in accordance with the Caltrans Local Assistance Procedures Manual (February 1, 1998, updates and/or Caltrans Environmental Handbook, Volume 1), FHWA policies and procedures, Caltrans District 3, and the Caltrans 2004 Section 106 Programmatic Agreement such that the work will result in certifiable CEQA and NEPA environmental documents.

Based on similar Caltrans District 3 environmental document processing, it does not appear that the scope and character of the Project would result in significant irreversible impacts. Therefore, the appropriate environmental documents for this Project are expected to be an Initial Study (IS) under CEQA and an Environmental Assessment (EA) under NEPA. However, if the results of supporting technical studies indicate that significant unavoidable impacts are likely to occur, it is possible that a more formal process under CEQA and NEPA may be pursued. This process would likely entail the preparation of a CEQA Environmental Impact Report (EIR) and NEPA Environmental Impact Statement (EIS) to complete the environmental planning phase.

Although not expected, if the environmental issues (e.g., significant and unavoidable environmental impacts to biological resources; relocation or archaeology) lead to the requirement of an EIR/EA or possibly EIS, either an Optional Task will need to be assigned or an amendment to the Agreement will be required.

Deliverables:

DEA and its subconsultant, PAR, will manage and coordinate the performance of the necessary environmental studies, preparation of the appropriate environmental documents, and obtain Environmental Document approval.

F.2 Other Environmental Technical Reports

Several technical studies will be performed to address impacts from the interchange improvements. These technical studies will serve as the foundation for the environmental clearance documents and will be prepared in accordance with County,

CEQA, NEPA, Caltrans and FHWA standards. DEA and PAR will coordinate, assemble and integrate the technical reports required to assess the impacts of the proposed Project.

Three (3) historical archaeological and one (1) prehistoric site studies are anticipated within the proposed Project Area of Potential Effect (APE).

The work-plans for the technical studies include the following:

Earth (Topography, Soils, Geology)

DEA and its subconsultant, Blackburn Consulting (BC), will prepare draft and final preliminary soils and geology reports to Caltrans Standards containing the following information to be used in the environmental documents:

- Summary of site geology and subsurface conditions
- As-Built Log of Test Borings
- Preliminary seismic data and evaluation
- Discussion of potential geotechnical issues for design (e.g., rock excavations, naturally occurring asbestos, liquefaction and corrosion)

Water Quality

Based upon information gathered in the Preliminary Drainage Study and Storm Water Data Report (SWDR) in Item of Work G below, DEA and PAR will assess the impacts of the proposed Project on water quality and will prepare draft and final water quality reports, assisting with the incorporation of any impacts into the environmental documents.

This analysis will focus on:

- The immediate release of pollutants from the construction site
- Increased transport of pollutants during the operational phase of the highway from both the road surface to surrounding areas which were disturbed as part of the construction
- The effects to biotic resources (such as possible fringe wetland)
- Project-related impacts and recommended mitigation measures in accordance with the Western El Dorado County Storm Water Management Plan

Air Quality Analysis

DEA and PAR will analyze the potential air quality impacts associated with the proposed interchange modifications and DEA will submit draft and final Air Quality Technical Study reports. DEA and PAR will apply approaches consistent with guidance in the El Dorado County Air Quality Management District's (AQMD) (formerly Air Pollution Control District) February 2002 document, *Guide to Air Quality Assessment* and the reports will be prepared to CEQA, NEPA, Caltrans and FHWA standards. DEA and PAR will respond to one round of County and Caltrans comments on both the draft and final additional studies, and will make any necessary corrections or revisions that Caltrans may require prior to circulation of the

environmental documents. In conjunction with data collection and analysis the Air Quality Technical Study reports will summarize the findings.

The Air Quality Technical Study will address the following:

- Construction-related emissions
- Operational emissions of ozone precursors
- Effects on carbon monoxide (CO) concentrations
- Federal air quality conformity
- Toxic air contaminant (TAC) effects, in particular, naturally-occurring asbestos (NOA)
- Existing conditions, project-related air quality impacts and recommended mitigation measures in accordance with the El Dorado County AQMD guide.
- Meteorological and climatological data for the Project area
- Summarize the details of the Metropolitan Transportation Plan (MTP) and Metropolitan Transportation Improvement Plan (MTIP), and how the proposed Project relates to these documents

The air quality analysis does not include the following:

- Fugitive Dust Mitigation Plan
- Asbestos Dust Mitigation Plan
- Quantitative assessment of TAC emissions
- Health Risk assessment

Hazardous Waste

DEA and BC will conduct a background investigation, site review and prepare a draft and final Initial Site Assessment (ISA) report consistent with Caltrans standards summarizing the findings as follows:

- Review published literature regarding site geology and groundwater conditions
- Conduct site reconnaissance to observe current land use and potential indications of contamination on or adjacent to the Project site
- Review historical aerial photographic coverage and topographic map coverage of the site and surrounding properties for indications of potential sources for contamination
- Review government records for indications of the use, misuse and storage of hazardous and/or potentially hazardous materials on or near the site
- Attempt to identify past and present operations conducted on the site to assess the potential for hazardous materials impacts to the site

- Conduct interviews with any readily available persons knowledgeable about the history of the site to determine potential environmental liabilities
- Identify potential hazardous materials impacts and recommend the need for further investigation and analysis, if necessary

DEA and BC will incorporate County's and Caltrans' comments on the draft ISA into the final ISA.

Cultural Resources

DEA and PAR will perform the archaeological and historical resources inventory for this Project in compliance with National Historic Preservation Act Section 106 guidelines (as stated in Caltrans Environmental Handbook Volume 2 and CEQA guidelines). PAR estimates no more than fifty (50) modern buildings within the APE for the Project, four (4) historic and one (1) prehistoric archaeological site to be recorded according to state guidelines. DEA and PAR will prepare a draft and final Historical Property Survey Report (HPSR), a draft and final Archeological Survey Report (ASR) and a draft and final Historical Resources Evaluation Report (HRER). DEA and PAR will respond to one round of comments on both the draft and final reports, and will make any necessary corrections or revisions that Caltrans may require after its review of the technical cultural documents.

The cultural resources investigation does not include Extended Phase I, Phase II archaeological investigations, Determination of Eligibility evaluations, Finding of Effect (FOE) treatment plans, Memorandum of Agreements or late discovery plans.

Visual Impact Analysis

DEA and PAR will describe the visual resources and conditions of the existing landscaping flanking the Highway 50/Pondersoa Road Interchange, and will assess the change of viewers' perceptions of modifying the interchange structure, adjacent frontage road realignments and landscaping elements. The visual study will result in a draft and final technical memorandum rather than a full technical study report. DEA and PAR will respond to one round of comments on both the draft and final technical memoranda, and will make any necessary corrections or revisions that Caltrans may require after its review of the final technical memorandum. This Item of Work does not include visual simulations or renderings.

Additional Studies

The technical studies effort of the IS/EA will focus on the items discussed above. Other areas of interest that will be analyzed include the effect of the Project on public utilities and services, potential for excessive energy use and risk of upset, and traffic. The results of the IS/EA will highlight whether or not these issues are likely to be significant. DEA and PAR will work closely with Caltrans, County and other regulatory agencies to address these concerns. DEA and PAR will respond to one round of comments on both the draft and final additional studies, and will make any necessary

corrections or revisions that Caltrans may require after its review of the additional studies.

Permits

For the present scope, DEA and PAR will provide input to the permit process by providing a Technical Memorandum but will not be responsible for coordination with agencies or for completing the actual permit applications.

Deliverables:

Draft and Final Preliminary Soil and Geology Report
Draft and Final Water Quality Report
Draft and Final Air Quality Technical Report
Draft and Final ISA Report
Draft and Final HPSR Report
Draft and Final ASR Report
Draft and Final HRER Report
Draft and Final Visual Analysis Technical Memorandum
Draft and Final Additional Studies
Technical Memorandum providing input for the Permit Processes
(Two (2) hard copies and one (1) electronic version of each of the above documents)

F.3 Traffic Noise Analysis

DEA and PAR will prepare draft and final Technical Noise Analysis Reports in accordance with CEQA, NEPA, Caltrans and FHWA requirements. Protocol procedures will be prepared for areas which require Caltrans and FHWA review. In addition, the analysis will address County criteria. Where mitigation measures may be required, they will be included in the draft and final reports. For the Caltrans/FHWA analysis, a preliminary determination of reasonableness will be conducted for mitigation measures. Where significant impacts are identified, mitigation measures will be recommended. If impacts cannot be mitigated to a less than significant level under CEQA, the residual impacts will be identified. DEA and PAR will respond to one round of County and Caltrans comments on both the draft and final reports, and will make any necessary corrections or revisions that Caltrans may require prior to circulation of the environmental documents. In conjunction with data collection and analysis, a technical report will summarize the findings.

Deliverables:

Draft and Final Technical Noise Analysis Report
(Two (2) hard copies and one (1) electronic version)

F.4 Biological Investigations

DEA and PAR will conduct all necessary wildlife and vegetation studies. A full floristic survey and jurisdictional wetland delineation of the proposed Project will be completed. This work will be incorporated into the draft and final Natural Environment Study Report (NESR). In compliance with Caltrans requirements, any recommendations for mitigation will be provided in a separate transmittal.

The biological scope includes red legged frog protocol level surveys, if required, as well as a required biological assessment (BA) prepared to Caltrans standards to accompany the NESR. A red-legged frog protocol level survey is anticipated for the Project, as well as a BA prepared to Caltrans standards to accompany the NESR.

DEA and PAR will respond to one round of County and Caltrans comments on both the draft and final wetland delineation, red-legged frog, NESR and BA reports and will make any necessary corrections or revisions that Caltrans may require after its review of the technical biological documents.

Deliverables:

**Draft and Final Wetland Delineation Report
Draft and Final Red-Legged Frog Protocol
Draft and Final NESR
Draft and Final Biological Assessment
(Two (2) hard copies and one (1) electronic version of the above document)**

F.5 Relocation Impact/Background Socioeconomics

DEA and PAR will conduct a socioeconomic analysis in accordance with the instructions contained in Guidance for Socioeconomic Analysis by Caltrans Environmental Branches and in the Executive Order on Federal Actions to Address Environmental Justice in Minority Populations and Low Income Populations, February 1994. The environmental justice discussion in the socioeconomic report will also comply with Executive Order 12898, Federal Actions to Address Environmental Justice in Minority and Low-Income Populations, as set forth on February 11, 1994. The analysis will address land use, social and economic conditions existing in the project vicinity and the potential effects the Project will have on these conditions. The socioeconomic study will specifically address consistency with adopted regional and local plans; demographic characteristics, housing and income issues; relocation impacts; and the potential for the Project to affect growth patterns and land use character. The study will address the potential effects of right-of-way acquisition, impacts to traffic and frontage road realignments (such as Durock Road, N. Shingle Road, Ponderosa Road, S. Shingle Road and others not yet identified) due to the proposed construction.

DEA will submit written reports, both in draft and final formats, to Caltrans and to County. The reports will contain appropriate graphics including, but not limited to, geometric plan sheets, tables and figures. Black and white illustrations will be used, if appropriate. DEA will provide the required number of bound copies for distribution to Caltrans and FHWA. DEA and PAR will respond to one round of comments on both the draft and final reports, and will make any necessary corrections or revisions that Caltrans may require after its review of the socioeconomic analysis and report documents.

Deliverables:

**Draft and Final Socioeconomic Analysis/Relocation Report
(Two (2) hard copies and one (1) electronic version of the above documents)**

F.6 Initial Study/Environmental Assessment (IS/EA)

Administrative Draft IS/EA

The information gathered will be compiled by DEA and PAR into an Administrative Draft IS/EA that clearly identifies Project effects to the natural and human environment. The IS/EA will analyze various impacts that the Project may have on the environment and vice versa. The IS/EA will present the facts on behalf of County and Caltrans/FHWA and will either result in the need for an EIS/EIR or in a determination of a Finding of No Significant Impact (FONSI) under NEPA and a Mitigated Negative Declaration (MND) under CEQA.

The IS/EA will analyze the CEQA environmental significance checklist and provide mitigation measures that will be designed to minimize all direct and indirect impacts and result in a FONSI under NEPA and a MND under CEQA. An alternatives analysis will also be an important component of the IS/EA. Alternatives that are rejected in the PSR/PR will be described and dismissed in the environmental document as alternatives considered but rejected. The build and no build options including the proposed Project will ultimately be analyzed in the environmental documents.

DEA will submit the Administrative Draft IS/EA to County and to Caltrans District 3 for review and comment.

Draft IS/EA

In response to written and verbal comments from County and Caltrans/FHWA, DEA and PAR will modify the Administrative Draft IS/EA to create the Draft IS/EA. DEA and PAR will prepare the MND that is attached to or will be included as an insert in the Final IS/EA. Caltrans/FHWA typically prepares the FONSI which also is an insert in the IS/EA report. DEA will submit the draft environmental documents to County and Caltrans District 3 for circulation by FHWA. Caltrans District 3 will receive five (5) copies; the State Clearinghouse, ten (10) copies; Caltrans Headquarters, twenty (20) copies; FHWA, three (3) copies; County, three (3) copies; and the Placerville/Shingle Springs libraries, two (2) copies each. DEA will also furnish copies of the Draft IS/EA to other special interest third parties and adjacent landowners/businesses upon request by the Contract Administrator.

Final IS/EA

Following closure of the comment period and the public hearings, DEA and PAR will prepare a preliminary final IS/EA evaluation that includes responses to comments. DEA and PAR will respond to up to forty (40) letters (or a combination of letters, emails, comment cards and State Clearinghouse comment letters). Additional letter responses are not included in this scope. The preliminary draft IS/EA will be reviewed by County and Caltrans prior to DEA and PAR preparing the final IS/EA. The final IS/EA will incorporate County's and Caltrans' comments on the preliminary draft IS/EA. Sixty (60) copies of the Final IS/EA will be produced by DEA and will be distributed as directed by the Contract Administrator.

Deliverables:

Administrative Draft IS/EA (Twenty (20) hard copies and one (1) electronic version)

Draft IS/EA (Seventy-five (75) hard copies and one (1) electronic version)

Final IS/EA (Sixty (60) hard copies and one (1) electronic version)

County Board of Supervisor Meetings on Final Documents

DEA and PAR will prepare a Notice of Determination (NOD) on behalf of County. In order to answer any technical questions that may arise, DEA shall ensure that PAR's project managers will attend County's final hearing to adopt the MND. DEA will send a copy of the MND/NOD to Caltrans/FHWA and to the State Clearinghouse.

Deliverables:

**Mitigated Negative Declaration and Notice of Determination
(Two (2) hard copies and one (1) electronic version)**

ITEM OF WORK G – ENGINEERING STUDIES

G.1 Preliminary Drainage Study and Storm Water Data Report (SWDR)

Because this Project will take place partially within State right-of-way, Caltrans requires the preparation of a SWDR. This report documents the decision-making process associated with Best Management Practices (BMP) implementation and serves as a basis for Caltrans' storm water compliance monitoring. To that end, DEA will develop a PA/ED level draft and final SWDR in accordance with the Caltrans Project Planning and Design Guide and Storm Water Management Plan and the Western El Dorado County Storm Water Management Plan.

The preliminary drainage study including identification of watersheds, calculation of current and design flows and recommendations for proposed drainage facilities will contain the following:

- A detailed discussion of the storm water quality issues specific to this Project
- A description of the proposed design pollution prevention BMP's
- A description of the proposed permanent treatment BMP's
- A description of the proposed maintenance BMP's
- BMP cost estimate
- Completed Caltrans SW, DPP, T and C checklists
- Maps and exhibits
- Technical analyses supporting the conclusions in the report

DEA will work with the Caltrans District Storm Water Coordinator to circulate the draft document through the Caltrans Maintenance, Landscape and Storm Water units. One round of comments will be addressed and the final document will be submitted for approval to County and to Caltrans. The signed cover sheet and exemption checklist will be included in the final Project Report, as required by Caltrans.

In conjunction with the SWDR, DEA will prepare and submit a preliminary drainage analysis to verify feasibility of the proposed preferred alternative.

Deliverables:

**Draft and Final Preliminary Drainage Study
Draft and Approved SWDR
(Two (2) hard copies and one (1) electronic version of each of the
above documents)**

G.2 Utility Relocation Coordination

DEA will determine the potential impact of each alternative on existing utilities and develop a planning level cost estimate for the County/State share of relocating utilities in the Project area. As part of this task, DEA will:

- Verify the utilities that are present within the Project area
- Determine the existence of any franchise agreements
- Identify potential relocations necessary for each alternative
- Conduct coordination meetings with each affected utility company to determine relocation costs
- Create existing utility base map
- Prepare conceptual utility relocation drawing(s)

Based on the information collected in the coordination meetings, DEA will prepare the utility information sheets to support the right-of-way estimate for each Project alternative.

Potholing is not included for this item of work.

Deliverables:

**Utility Information Sheets, existing utility base map and conceptual utility relocation drawing(s)
(Two (2) hard copies and one (1) electronic version of each of the
above documents)**

G.3 Staged Construction and Transportation Management Plan (TMP)

DEA will evaluate the feasibility of staging for all viable alternatives. In conjunction with staging, DEA will prepare and submit a draft and final Transportation Management Plan (TMP). DEA will incorporate comments received on the draft TMP into the final TMP.

Deliverables:

**Draft TMP, Response to Comments and Final TMP
(Two (2) hard copies and one (1) electronic version of each of the
above documents)**

G.4 Advanced Planning Study

DEA will prepare and submit a draft and final Advance Planning Study (APS) for widening of the existing overcrossing including the retaining wall systems in front of the existing abutments. The APS will be prepared in accordance with Caltrans' latest policies and procedures. The APS will show sufficient detail to assess any environmental, permit and traffic requirements for analysis and project cost estimating. DEA will incorporate comments received on the draft APS into the final APS.

Preparation of the APS shall include the following:

- Preparation of a plan, elevation, typical section and cost estimate for the structure alternative identified in the Project Report
- Review of the as-built bridge plans for possible seismic deficiencies. The evaluation will be based on engineering judgment and no analysis will be performed. Preliminary recommendations for seismic retrofit measures will be developed
- Review of the structures maintenance records for deficiencies and any recommended work that should be included with the Project
- Survey of critical vertical clearances for the overcrossing structure. A total of four vertical clearance envelopes will be established along each side of the structure with field surveys
- Preparation of a Design Memo to summarize and document the results of the APS following Caltrans' standard outline

Deliverables:

**Draft and Final APS, Design Memo and Structure Cost Estimate
(Two (2) hard copies and one (1) electronic version of each of the
above documents)**

G.5 Cost Estimates

DEA will prepare draft and final preliminary construction and support cost estimates for each alternative based on the approved GAD's, using Caltrans' 6-page format. The estimates shall include a breakdown of each estimate into up to four (4) proposed project phases. DEA will incorporate comments received on the draft cost estimates into the final cost estimates.

Deliverables:

**Draft and Final Preliminary Cost Estimates
(Two (2) hard copies and one (1) electronic version of each of the
above documents)**

G.6 Right-of-Way Data Sheets

DEA will prepare the Right of Way Data Sheets for three (3) interchange alternatives. The scope of these services will include:

- Two (2) site visits, including an inspection of proposed right-of-way for opportunities to avoid sensitive sites, critical constraints and environmental issues
- A comparable analysis of each property, including potential damages to affected property improvements
- Right-of-way estimates, by parcel
- Analysis of up to ten (10) affected parcels, including a total of three (3) land use analyses Preparation of Caltrans Right of Way Data Sheets

Deliverables:

**Right-of-Way Estimates (by parcel), Summary Report Analyses and
Right-of-Way Data Sheets
(Eight (8) hard copies and one (1) electronic version of each
document)**

ITEM OF WORK H – PROJECT STUDY REPORT/PROJECT REPORT (PSR/PR)

Administrative Draft Project Study Report/Project Report

DEA will prepare an Administrative Draft PSR/PR conforming to Caltrans requirements and standard outline. The PSR/PR will clearly document the need and purpose of the Project, summarize the traffic analysis, describe the alternatives, summarize nonstandard design features, discuss other considerations affecting the Project such as right-of-way issues, environmental issues, construction phasing, and establish the funding and programming requirements for up to four (4) project phases. An administrative draft will be provided to County and the PDT for review and comment.

Draft Project Study Report/Project Report

DEA will consolidate, address and document review comments by County and Caltrans from the Administrative Draft PSR/PR and will prepare a Comment Resolution Document. DEA will incorporate revisions into the Draft PSR/PR conforming to Caltrans requirements and standard outline.

The Draft PSR/PR will make a recommendation to circulate the Draft Environmental Documents and, if required, schedule a public hearing. The Draft PSR/PR will be approved by Caltrans' District Director prior to circulation of the Environmental Documents.

Final Project Study Report/Project Report

DEA will consolidate, address and document review comments by County and Caltrans from the draft PSR/PR and update the Comment Resolution Document. DEA will update the PSR/PR and provide an administrative Final PSR/PR to County and Caltrans for review and comment concurrent with the approval of the Final Environmental Documents.

The Final PSR/PR will incorporate proposed revisions to the administrative Final PSR/PR and include the approved Design Exception Fact Sheet(s) and Final Environmental Documents as attachments. The Final PSR/PR will make a recommendation to approve the preferred alternative and to advance the Project to the final design phase. DEA shall secure approval of the Final PSR/PR by the Caltrans' District Director.

Deliverables:

Administrative Draft PSR/PR
Comment Resolution Document
Draft PSR/PR
Administrative Final PSR/PR
(Fifteen (15) hard copies and one (1) electronic version of each of the above documents)
Final PSR/PR (Thirty (30) hard copies and one (1) electronic version)
Caltrans-Signed Final PSR/PR (Eight (8) hard copies)

PROJECT SCHEDULE

ID	Task Name	Duration	Start	Finish	2008				2009				2010				
					Qtr 1	Qtr 2	Qtr 3	Qtr 4	Qtr 1	Qtr 2	Qtr 3	Qtr 4	Qtr 1	Qtr 2			
1	Work Item A - Project Management	416 days	Mon 4/7/08	Mon 11/9/09													
2	Work Item B - Public Outreach	346 days	Mon 4/7/08	Mon 8/3/09													
3	Work Item C - Surveys and Mapping	31 days	Mon 4/28/08	Mon 6/9/08													
4	Work Item D - Traffic Analysis	22 days	Mon 4/14/08	Tue 5/13/08													
5	Work Item E - Alternatives Analysis	125 days	Mon 4/14/08	Fri 10/3/08													
6	Work Item F - Environmental Documentation	416 days	Mon 4/7/08	Mon 11/9/09													
7	Work Item G - Engineering Studies	90 days	Mon 5/26/08	Fri 9/26/08													
8	Work Item H - PSR/PR	145 days	Wed 6/10/09	Tue 12/29/09													
9	Contingency	130 days	Wed 12/30/09	Tue 6/29/10													



Project: AGMT 08-1677 Ponderosa IC
 Date: Fri 3/28/08

David Evans and Associates, Inc.

David Evans and Associates, Inc.

Exhibit B

Year 2008 Fee Schedule

Billing rates for labor under this Agreement shall be based on actual salary rates times a factor of 2.73 (overhead and fringe benefits) plus a fee of 10% applied to the factored salary rates. Rates may be adjusted annually. On or before January 1st of each calendar year, Consultant may submit a new proposed rate schedule, which shall require written approval and acceptance by County's Contract Administrator, prior to the new rates becoming effective, but in no instance shall the hourly salary rates be increased more than six and one-half percent (6.5%) per year. For employee classifications subject to Prevailing Wage rates, compensation shall be based on the current General Prevailing Wage Schedule set forth by the California Department of Industrial Relations. Actual salary rates for each employee within a job classification will fall within the ranges set forth below:

Job Classification	Years Experience	Hourly Salary Rates		
		Low	High	Average
Intern	0-1	\$13.00	\$20.00	\$16.50
Designer	1-2	\$27.00	\$35.00	\$31.00
Engineer II	3-5	\$33.00	\$43.00	\$38.00
Engineer III	6-10	\$41.00	\$49.00	\$45.00
Engineer IV	11-14	\$43.00	\$51.00	\$47.00
Eng.V/Sr.Advisor	15-20	\$55.00	\$66.00	\$60.50
Project Manager	10-15	\$46.00	\$54.00	\$50.00
Senior PM	16-20	\$55.00	\$66.00	\$60.50
Principal Eng I	20-25	\$63.00	\$76.00	\$69.50
Principal Eng II	25-30	\$70.00	\$80.00	\$75.00
Tech I	1-2	\$18.00	\$23.00	\$20.50
Tech II	3-5	\$24.00	\$32.00	\$28.00
Tech III	6-10	\$33.00	\$39.00	\$36.00
Tech IV	11-14	\$40.00	\$45.00	\$42.50
Tech V	15-20	\$46.00	\$50.00	\$48.00
Sr.Trans. Planner	6-10	\$42.00	\$48.00	\$45.00
Survey Manager	15-20	\$53.00	\$65.00	\$59.00
Mkting. Coord.		\$28.00	\$35.00	\$31.50
Admin Asst.		\$21.00	\$29.00	\$25.00
Project Asst.		\$19.00	\$26.00	\$22.50

A. OUTSIDE EXPENSES

Outside expenses incurred by Consultant under this Agreement shall be compensated at actual cost. These expenses may include, but shall not be limited to, costs for mapping, photographic or reproduction services; surveying and drafting supplies; equipment rental; fees for permits, filings, applications; services provided by professional firms, outside consultants, and testing firms; postage and freight.

B. IN-HOUSE EXPENSES

In-house expenses incurred by Consultant under this Agreement shall be compensated as listed below:

EXPENSE TYPE	RATE
Office Computer & Software	Included in Overhead
Phone/Fax	Included in Overhead
Copies (in office convenience)	Included in Overhead
Auto Mileage	*
Miscellaneous Other Expenses	Actual Cost

*Reimbursement for mileage expenses, if applicable, shall not exceed the rates to be paid to County employees under the current Board of Supervisors Travel Policy at the time the mileage expenses are incurred. Mileage reimbursement rates apply to Consultant and to any subconsultants authorized under this Agreement.

David Evans and Associates, Inc.

Exhibit C

Cost Proposal*

Base Scope of Work

David Evans and Associates, Inc.:

Item of Work A - Project Management	\$86,706
Item of Work B - Public Outreach	8,536
Item of Work C - Surveys and Mapping	3,666
Item of Work D - Traffic Analysis	2,064
Item of Work E - Alternatives Analysis	17,776
Item of Work F - Environmental Documentation	
F.1 Management & Coordination	4,860
F.6 Initial Study/Environmental Assessment (IS/EA)	4,728
Item of Work G - Engineering Studies	
G.1 Preliminary Drainage Study & Storm Water Data Report (SWDR)	21,364
G.2 Utility Relocation Coordination	12,456
G.3 Staged Construction and Transportation Management Plan (TMP)	10,620
G.4 Advanced Planning Study	12,390
G.5 Cost Estimates	1,686
G.6 Right-of-Way Data Sheets	17,944
Item of Work H - Project Study Report/Project Report (PSR/PR)	<u>58,825</u>
Labor Subtotal	\$263,621
Other Direct Costs	<u>11,960</u>
Total Prime Costs	\$275,581

Subconsultants:

Fehr & Peers

Item of Work D - Traffic Analysis	\$26,458
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PAR Environmental Services, Inc. (PAR)

Item of Work F - Environmental Documentation	
F.1 Management & Coordination	36,360
F.2 Other Environmental Technical Reports	38,907
F.3 Traffic Noise Analysis	19,326
F.4 Biological Investigations	38,000
F.5 Relocation Impact/Background Socioeconomics	15,480
F.6 Initial Study/Environmental Assessment (IS/EA)	<u>55,119</u>
PAR Labor Subtotal	\$201,192
PAR Direct Expenses	<u>8,822</u>
PAR Total Costs	\$210,014

Blackburn Consulting

Item of Work F - Environmental Documentation	
F.2 Other Environmental Technical Reports	\$12,947
Subconsultants' Total	<u>\$249,419</u>

Total Proposed Base Scope Cost Estimate \$525,000

Optional Tasks \$75,000

Total Proposed Budget Cost Estimate \$600,000

*All expenses and their distribution among tasks are estimates only. This exhibit represents the composition of the total not-to-exceed budget for this Agreement. In the performance of the scope of services to be provided in accordance with this budget, Consultant may request to reallocate the expenses listed herein among Consultant's personnel (not including subconsultants) and among the various tasks identified herein, subject to the Contract Administrator's written approval. In no event shall the "not-to-exceed" amount of the Base Scope (\$525,000) be exceeded, nor shall the total not-to-exceed amount of the Contract be exceeded.



COUNTY OF EL DORADO
DEPARTMENT OF TRANSPORTATION



INTEROFFICE MEMORANDUM

Date: April 1, 2008
To: Laura Gill, CAO
Joe Harn, Auditor
From: Richard Shepard, Director of Transportation
Subject: Delegation of Authority

I have plans to be out of the office April 3-4, 2008.

During my absence, I am delegating my signature authorization to Matthew D. Smeltzer, Acting Deputy Director, West Slope Engineering to be effective Thursday, April 3rd until my anticipated return to the office on Monday, April 7th 2008.

Richard W. Shepard, Director
Department of Transportation

Matthew D. Smeltzer
Acting Deputy Director, West Slope Engineering

cc: Jim Ware, Deputy Director, Transportation Planning & Land Development
Diana Buckley, Deputy Director, Administration
Tom Celio, Deputy Director, Maintenance
Russ Nygaard, Deputy Director, El Dorado Hills Engineering
Matt Smeltzer, Acting Deputy Director, West Slope Engineering
Bob Slater, Deputy Director, Tahoe Engineering / West Slope Construction
Laura Friestad, Department of Transportation
Melanie Draper, Auditor/Controller's Office

:dm