



County of El Dorado

Chief Administrative Office

Procurement & Contracts Division
Phone (530)621-5830 Fax (530)295-2537

February 20, 2018

To: All Interested Individuals and Firms

Re: RFP #18-961-032 – Engineering Consultant Diamond Springs Parkway

The following questions regarding the subject RFP were received during the Voluntary Site Meeting on February 14, 2018. Below are the questions and answers that the County has deemed appropriate and relevant with respect to the scope of services.

1. **Question:** Are each of the property owners affected by the lime issue dealing with the Water Board separately?

Answer: Yes.

2. **Question:** Have there been any preliminary plans produced for the County's roadway project?

Answer: The original EIR and Supplemental EIR include preliminary drawings for the plan and profile of the Diamond Springs Parkway, including cut and fill lines. A copy of the roadway plan is attached hereto.

3. **Question:** Is the County only going to be involved with the impacts to the Lindeman property?

Answer: The County will be directly involved with both the Abel and Lindeman properties as the County will need to acquire right of way from both owners for the Parkway.

4. **Question:** Are there any specifics the County is looking for in the proposal of additional work needed?

Answer: The County anticipates additional characterization work to determine the eastern extent of lime waste in the vicinity of Throwita Way and Bradley Drive. Also, high pH stormwater has been found within the storm drain system in this area, for which the remediation will need to address. For additional information, refer to the stormwater sampling information posted on the County's Environmental Management website at: https://www.edcgov.us/Government/emd/Pages/stormwater_drainage_containing_elevated_ph_levels_near_el_dorado_trail.aspx

5. **Question:** Regarding the cost element of the proposal, is the scope of the RFP focused on the County's roadway portion only, or the entire (former lime plant) site as a whole? Furthermore, additional testing might provide insight to what remediation is ultimately chosen. How are the proposers expected to account for that in their cost proposal?

Answer: The County anticipates additional characterization work be performed as necessary around the perimeter of the former lime plant site to identify the full extent of where lime waste exists, as noted in the RFP scope of services. The method and quantity of such subsurface exploration as part of this characterization work shall be based on the proposer's judgement, experience, and expertise. Beyond that level of effort the County expects that proposers use their best judgement and to determine a remediation method based on the available information estimated extent of lime waste over the entire site area. The remediation should consider the former lime plant site boundaries adjacent to the proposed Parkway within the Abel and Lindeman parcels.

6. **Question:** Have either the Abel or Lindeman properties completed any of their own testing to date?

Answer: Yes. Please refer to the respective sites for Lindeman and Abel on Geotracker for all available soil testing/investigation work completed to date.

7. **Question:** Regarding the characterization, what type of additional sampling is the County looking for?

Answer: The County anticipates additional push borings would be one appropriate method of collecting soil samples down to bedrock depths in a cost efficient manner. However, the County is open to other forms of additional characterization should there be a recommended method.

8. **Question:** Is the proposal deadline set in stone or can it be extended?

Answer: The County is open to extending the proposal deadline to account for the discussion and information provided at the site meeting. See Addendum II for the new proposal due date.

9. **Question:** Will Youngdahl Consulting Group, Inc. be completing additional work for the County for this remediation effort?

Answer: Youngdahl Consulting Group, Inc. has completed all work for the County to date for the former lime plant site as part of the Phase II Environmental Site Assessment scope of work. This RFP for environmental remediation is the next phase of work and is open to proposals from any and all qualified firms.

10. **Question:** Are there any conflicts of interest with any of the potential proposers?

Answer: The County does not anticipate conflicts of interest with any potential proposer.

11. **Question:** The costs proposal will include a lot of assumptions given that the remediation plan won't be identified until additional characterization work is complete. How can we cost something out when the extent of the contamination is not yet known?

Answer: The County advises proposers use their best judgement and professional opinion when preparing the scope of work and cost estimate for remediation. The County understands there is still unknown information regarding the full site characterization, however also recognizes the investigation work completed to date provides fairly consistent information regarding the extent and concentration of lime waste throughout much of the Lindeman property. The County will evaluate the proposal qualifications for the entire scope of services. As the contract work progresses, re-evaluation and adjustments to later phases of the scope may be considered based on findings and recommendations.

12. **Question:** Is there a DBE goal for the proposal?

Answer: There is no DBE goal for this proposal.

13. **Question:** Are there any issues with utility easements for the powerlines?

Answer: The large transmission line towers exist outside the footprint of the Diamond Springs Parkway and former lime plant and do not appear to conflict with the proposed project. There is an underground district established for the Parkway and utilities where feasible will be located in an underground trench behind the sidewalk with the County's roadway. The depth of the trench will be approximately 3-5 feet below proposed finished grade.

14. **Question:** Is there anything special about the fencing (near the northwestern portion of the Lindeman property)?

Answer: There is nothing significant about the existing fence, other than it signifies the property line around this irregular shaped portion of Lindeman's property.

15. **Question:** Are there any issues with the Gold Key Storage property?

Answer: No concerns regarding lime waste have been identified with the Gold Key Storage property. Refer to the Phase II Site Assessment for additional information.

16. **Question:** Although lime is the County's main concern, are there any issues with any of the metals found within the site?

Answer: The County considers the high pH lime waste as the primary site concern and reason remediation is warranted. All metals were found to be below screening levels. The elevated levels of arsenic found within the site are considered to be within the ranges for naturally occurring background arsenic concentrations. Refer to the Phase II Site Assessment for additional information.

17. **Question:** The remedial plan prepared for Waste Connections was not found on Geotracker

Answer: The County confirmed the remedial plan for Waste Connections is still in draft form and will not be posted to Geotracker until it is approved by the Water Board.

Additionally, the County noted the following items:

- Walter Floyd is the Water Board regulator assigned to the former lime plant site.
- The Parkway construction will consist primarily of fill within the former lime plant footprint. The proposed roadway grade will vary up to 15 feet above existing ground. A copy of the roadway plan is included in Addendum II.
- The existing detention pond on Lindeman's property will be filled in order to construct the Parkway. The seasonal drainage swale along the western boundary of Lindeman's parcels, as well as the northwestern "appendix" portion just south of the bike path is where the soil pH is the highest. Groundwater from much of the former lime plant site is believed to drain through this "appendix" area and infiltrate into the western seasonal drainage swale, as well as below the bike path and into the seasonal pond.
- At a recent town hall meeting, the Water Board presented a brief overview of the history and current status of activities related to water quality concerns related to the former lime plant site. A copy of the town hall meeting slide show is posted to Geotracker for the Lindeman Property site. The slide show includes aerial images of the lime plant from the 1960's, comparing the approximate footprint with current aerial photos.

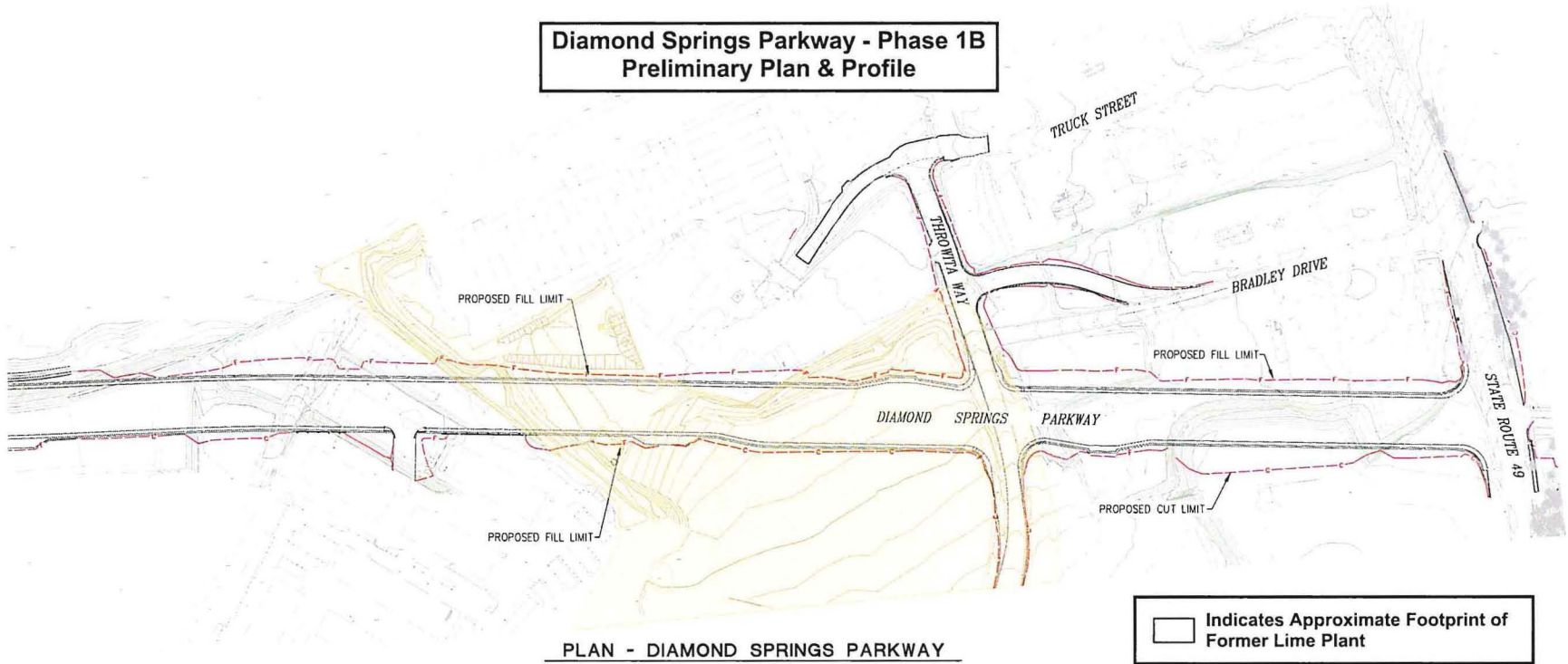
Thank you for your participation.



Purchasing Agent

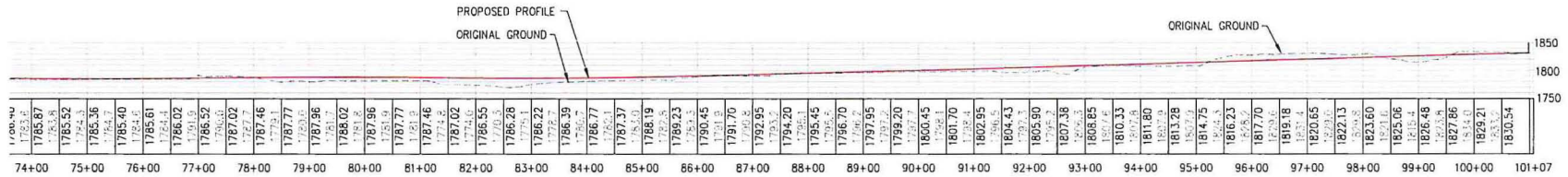
330 Fair Lane, Placerville, CA 95667

Diamond Springs Parkway - Phase 1B Preliminary Plan & Profile



PLAN - DIAMOND SPRINGS PARKWAY
SCALE: 1:200

Indicates Approximate Footprint of Former Lime Plant



PROFILE - DIAMOND SPRINGS PARKWAY
SCALE: 1:200H,V

1763.8	1765.87	1765.52	1765.36	1765.40	1765.61	1766.02	1766.52	1767.02	1767.46	1767.77	1767.96	1768.02	1767.96	1767.77	1767.46	1767.02	1766.55	1766.26	1766.22	1766.39	1766.77	1767.37	1768.19	1769.23	1790.45	1791.70	1792.85	1794.20	1795.45	1796.70	1797.95	1799.20	1800.45	1801.70	1802.85	1804.43	1805.90	1807.36	1808.65	1810.13	1811.60	1813.28	1816.23	1817.70	1819.18	1820.65	1822.13	1823.60	1825.06	1826.48	1827.86	1829.21	1830.54
74+00	75+00	76+00	77+00	78+00	79+00	80+00	81+00	82+00	83+00	84+00	85+00	86+00	87+00	88+00	89+00	90+00	91+00	92+00	93+00	94+00	95+00	96+00	97+00	98+00	99+00	100+00	101+07																										



COMMUNITY DEVELOPMENT SERVICES

DEPARTMENT OF TRANSPORTATION

<http://www.edcgov.us/Government/DOT>

Diamond Springs Parkway Environmental Remediation / RFP #18-961-032

Site Meeting

February 14, 2018 - 1:30 p.m.

No.	Name	Organization	Phone	Email
1	Dustin Harrington	El Dorado County	530-621-5950	dustin.harrington@edcgov.us
2	Jeff Nettleton	El Dorado County	530-621-5136	jeff.nettleton@edcgov.us
3	Matt Smeltzer	El Dorado County	530-621-5912	matt.smeltzer@edcgov.us
4	Math Herman	Cardno	707 338 8010	matt.herman@cardno.com
5	Heidi Dieffenbach-Carbo	Cardno	707 766-2019	heidi.dieffenbach-carbo@cardno.com
6	Jim Twiford	AME	(916) 799-4839	jtwwiford@ameinc.net
7	Sue Kraemer	Aptim	916 - 565 - 4180	Sue.Kraemer@Aptim.com
8	Tony Mikacich	JJFA	916-709-6450	tmikacich@JacobsonJumps.com
9	MIKE VANDERDUSSEN	STRATUS ENV. INC.	530-472-4010	mdussen@STRATUSINC.NET
10	Rob Kull	STRATUS	(530) 472-4017	RKULL@STRATUSINC.NET
11	Greg Acosta	TETRA TECH	(951) 836-2709	greg.acosta@tetratech.com



COMMUNITY DEVELOPMENT SERVICES

DEPARTMENT OF TRANSPORTATION

<http://www.edcgov.us/Government/DOT>

Diamond Springs Parkway Environmental Remediation / RFP #18-961-032

Site Meeting

February 14, 2018 - 1:30 p.m.

12	Bill Schmieser	Tetra Tech, Inc.	916 853 1800	bill.schmieser@tetratech.com
13	Steve Huvane	TRC	925 260 4972	shuvane@trcsolutions.com
14	Hamidou Barry	Alisto Engineering	925-277-5000	hbarry@alisto.com
15				
16				

Alex Strudley

County of El Dorado

(530) 621-5571

alex.strudley@edcgov.us

Ashley Wells

County of El Dorado

(530) 621-5804

ashley.wells@edcgov.us



County of El Dorado

Chief Administrative Office

Procurement & Contracts Division
Phone (530)621-5830 Fax (530)295-2537

January 26, 2018

To: All Interested Individuals and Firms

Re: RFP #18-961-032 – Engineering Consultant Diamond Springs Parkway

The following questions regarding the subject RFP were received by the stated deadline of January 23, 2018. Below are the questions and answers that the County has deemed appropriate and relevant with respect to the scope of services.

- 1. Question:** We are currently supporting an adjacent property owner with similar environmental services as outlined in the RFP Scope of Professional Services. While we believe our experience and knowledge we've gained in supporting the property owner would be beneficial to the County for the given scope of work, we'd like to know if the services we are providing the property owner are considered a conflict of interest?

Answer: No.

- 2. Question:** Are consultant's labor rates for professional services on County projects considered prevailing wage? It is our understanding they are not; however, any service related to construction or non-professional services for County projects (i.e. drilling, surveying, excavating, etc.) meet the prevailing wage requirements.

Answer: Professional services are not subject to prevailing wages. However, construction, field, and non-professional services that are part of a professional service contract are subject to prevailing wages.

- 3. Question:** The RFP provided an approximate footprint of the proposed parkway and approximate limits of the former lime plant site within Attachment A: Site Map; will the County provide a specific area of construction which may extend beyond the parkway footprint to accommodate an abutment or embankment?

Answer: The final Parkway footprint will be expanded as necessary to include any embankment, cut slopes, and structures (retaining walls, abutments, etc.) that are required for the roadway.

4. **Question:** In addition to the previous question, will the project area be better defined? Is work to be completed confined to the limits of the former lime plant site/remediation study area??

Answer: The intent of the work is to focus on remediation necessary for the Parkway project, however it is anticipated that the entire former lime plant site will need to be evaluated as a whole in order to determine the most appropriate and effective remediation method.

5. **Question:** Will the County supply maps depicting high resolution topography, or will this be the responsibility of the awarded consultant?

Answer: The County can provide topographical survey data for the former lime plant area. Any other maps or data will be responsibility of the consultant.

6. **Question:** Will the County be responsible for the appropriate environmental permitting (CEQA, biological permits, OTM, etc.)?

Answer: Yes.

7. **Question:** Will the final configuration after remedial efforts need to reflect the final configuration of the embankment for the parkway, or will it need to more closely replicate the current grade?

Answer: Either is acceptable.

8. **Question:** Is the County providing existing and proposed plan sets that include any underground or aboveground utilities that would impact the proposed parkway?

Answer: Yes.

Thank you for your participation.



Purchasing Agent



**COUNTY OF EL DORADO
Procurement & Contracts**

ATTN: Purchasing Agent
330 Fair Lane
Placerville, CA 95667

REQUEST FOR PROPOSAL #18-961-032

DUE: 3:00 p.m. – March 7, 2018

Sealed Proposals must be clearly marked on
the outside of the package with:
“RFP #18-961-032 – DO NOT OPEN”

Engineering Consultant Diamond Springs Parkway

Addendum II

The following changes have been made to the subject RFP:

Section IX has been amended to read as follows:

IX – PROPOSAL SUBMITTAL

The deadline for submitting proposals has been extended to 3:00 p.m. on
Wednesday, March 7, 2018.

Except as herein amended, all other parts and sections of RFP # 18-961-032 shall remain unchanged
and in full force and effect.



**COUNTY OF EL DORADO
Procurement & Contracts**

ATTN: Purchasing Agent
330 Fair Lane
Placerville, CA 95667

REQUEST FOR PROPOSAL #18-961-032

DUE: 3:00 p.m. – February 21, 2018

Sealed Proposals must be clearly marked on
the outside of the package with:

“RFP #18-961-032 – DO NOT OPEN”

Engineering Consultant Diamond Springs Parkway

Addendum I

The following changes have been made to the subject RFP:

A **voluntary** site meeting has been scheduled for **Wednesday, February 14, 2018 at 1:30 p.m.** See the attached map for the meeting location.

Questions will **not** be answered during the site meeting. Answers to questions asked during the site meeting will be posted on or about Thursday, February 15, 2018.

Section IX has been amended to read as follows:

IX – PROPOSAL SUBMITTAL

The deadline for submitting proposals has been extended to 3:00 p.m. on **Wednesday, February 21, 2018.**

Except as herein amended, all other parts and sections of RFP # 18-961-032 shall remain unchanged and in full force and effect.

County of El Dorado - RFP #18-961-032

Diamond Springs Parkway Environmental Remediation

Site Meeting Location

February 14, 2018 at 1:30 p.m.





**COUNTY OF EL DORADO
Procurement & Contracts**

ATTN: Purchasing Agent
330 Fair Lane
Placerville, CA 95667

REQUEST FOR PROPOSALS #18-961-032

DUE: 3:00 p.m., FEBRUARY 8, 2018

Sealed Proposals must be clearly marked on the outside of the package with:

“RFP #18-961-032 – DO NOT OPEN”

**ENGINEERING CONSULTANT SERVICES FOR ENVIRONMENTAL REMEDIATION
FOR THE DIAMOND SPRINGS PARKWAY PROJECT**

The County of El Dorado Office of Procurement & Contracts, on behalf of its Department of Transportation (also referred to as “County”), is requesting proposals for engineering consultant services for environmental remediation of the former lime plant site for the Diamond Springs Parkway Project (Project).

This Request for Proposal (RFP) defines the scope of services and outlines the requirements that must be met by Proposers interested in providing such services. Proposers shall carefully examine the entire RFP and any addenda thereto, and all related materials and data referenced in the RFP or otherwise available, and shall become fully aware of the nature and the conditions to be encountered in performing the service. **Proposers are advised to read all sections of this RFP prior to submitting a proposal.**

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ATTACHMENTS:

Attachment A	Location & Site Maps
Attachment B	Sample Professional Services Contract
Attachment C	Sample Cost Estimate Table

Notice to Proposers

The Procurement and Contracts Division does not mail out hard copy letters advising participating Proposers of RFP results. For RFP results, please visit our website at:

<http://edcapps.edcgov.us/contracts/bidresults.asp>

RFP results will be posted within approximately fourteen business days after the RFP opening deadline date. The timeline for posting RFP results may vary depending on the nature and complexity of the RFP.

I. INTRODUCTION

The County of El Dorado (County) is inviting qualified firms to submit a proposal for engineering consultant services for environmental remediation of the former lime plant site for the Diamond Springs Parkway Project (Project). The Project includes a proposed 4-lane arterial road that will connect Missouri Flat Road and State Route 49 near the community of Diamond Springs in El Dorado County, California. A portion of the Project will be constructed on the site of a former lime plant in which there are recognized environmental conditions. Residual lime materials exist at various depths within the site and are currently contributing to storm water runoff with elevated pH levels.

The County is looking for a qualified professional environmental consulting firm (Consultant) to assist the County with environmental remediation engineering and design necessary for the County's acquisition of the property for the Project.

II. BACKGROUND

The scope of work as part of this RFP pertains to environmental remediation of the former lime plant site, as necessary for construction of the Diamond Springs Parkway. The Diamond Lime Plant produced high-calcium quicklime and lime from magnesium limestone and operated from approximately 1927 until 1977. An aerial tramway transported limestone from the Diamond Lime Quarry, located approximately 3 miles east of the plant site. Limestone was also transported to the site from the El Dorado Limestone Mine in Shingle Springs and from the Cool Cave Quarry, located north of Cool, California.

The lime plant processed limestone using two rotary kilns, each measuring approximately 8-feet by 125-feet. In addition to high-calcium quicklime and lime from magnesium limestone, research indicates the lime plant site also produced clay pigeon targets, heat-resisting aluminum paint, aggregate material, and asphalt mix.

It is unknown what extent of site remediation, if any, was attempted from the time of the plant's decommissioning in the late 1970's to recent remediation efforts that have occurred at the property.

On June 3, 2011, Mr. Michael Lindeman, owner of the property, was contacted by the California Department of Fish and Wildlife (CDFW) via a letter titled "Biosignificance Report for Lime Discharge to Two Streams in El Dorado County, CA" regarding lime waste discharge into nearby surface waters after receiving a call from a concerned citizen. CDFW confirmed high pH surface water in a seasonal pond north of the lime plant site and concluded that the source of the high pH water was residual lime material present on Mr. Lindeman's property. CDFW subsequently approved a corrective action plan submitted by Mr. Lindeman that was intended to isolate and contain the residual lime materials that were contributing to the high pH storm water.

Mr. Lindeman retained Holdrege & Kull to prepare the "Bradley Road Property Lime Kiln Waste Mitigation Report" dated June 4, 2012. Mr. Lindeman also retained an Am Pacific Engineering to perform reclamation grading of the site, which occurred from May to July of 2012. The reclamation grading reportedly excavated, moisture conditioned, and mixed the lime kiln slag waste materials with imported soil, then placed and compacted the "blended" soil as engineered fill. A 2-foot thick soil cap was then reportedly placed over the site at a minimum compaction of 90 percent. Additionally, a 15-foot wide cut-off wall comprised of compacted imported soil was reportedly constructed along portions of the western and northern property limits.

Holdrege & Kull prepared a "Geotechnical Engineering Construction Quality Assurance Report" dated July 7, 2013, documenting the earthwork grading performed and completed by Am Pacific Engineering.

Since the reclamation grading work performed in 2012, the site has been placed under enforcement order of the Central Valley Regional Water Quality Control Board (Water Board) and is listed on the Water Board's Geotracker online database as the Lindeman Property (T10000005927). Additionally, lime waste remediation work is also in progress on two adjacent parcels, also listed on Geotracker: Waste Connections (T10000009244) and Abel Trust (T10000010458).

In 2009, the County retained Youngdahl Consulting Group (Youngdahl) to prepare a Phase I Environmental Site Assessment (Phase I ESA) for the Diamond Springs Parkway Project. The Phase I ESA identified the former lime plant site as containing a recognized environmental condition and recommended further investigation by means of a Phase II Environmental Site Assessment (Phase II ESA) be completed in order to determine the extent of lime waste present on the site.

Youngdahl recently completed a Phase II ESA for the lime plant site in June 2017. The Phase II ESA concluded that soil/lime waste mixtures exist throughout the site, however the lateral and vertical extent has not yet been fully determined. It is likely that the reclamation grading performed in 2012 dispersed several areas of highly concentrated lime waste throughout the site, resulting in a larger, widespread area of mixed lime waste/soil in lower lime concentrations. However, it is also suspected that a number of highly concentrated lime waste deposits still exist, particularly in the northwestern segment of APN 051-250-46.

The site ground surface and bedrock gradient slope is a northwest direction, resulting in the accumulation of site runoff and possibly groundwater seepage into an unnamed seasonal stream along the western parcel boundary. More significant is a seasonal pond immediately north of the bike path along the north parcel boundary, which has been found to contain high pH water exceeding 12. As discussed in the Phase II ESA, it is Youngdahl's opinion that the source of the high pH water in the pond north of the bike path is groundwater seeping from the former lime plant property.

To date, the County and Mr. Lindeman have installed a combined total of ten monitoring wells on APNs 051-250-46 and 051-250-54. Mr. Lindeman is performing quarterly sampling on these wells to document groundwater conditions and is currently pursuing an interim remediation option to reduce the pH in the water accumulating in the seasonal pond north of the bike path.

III. DESCRIPTION OF PROJECT / OBJECTIVES

The County's proposed Project involves the construction of Diamond Springs Parkway, a 4-lane roadway running east-west between State Route 49 south of Bradley Drive, to Missouri Flat Road north of China Garden Road. The proposed Parkway will overlap with the former lime plant footprint, over areas where high pH soil has been confirmed.

The overall objective of the scope of services within this RFP is to determine a preferred remediation solution for the former lime plant site which will reduce the pH of stormwater and runoff from the site to levels within levels acceptable to the Water Board, meeting water quality standards.

The County anticipates that, at a minimum, the following remediation methods, or a combination thereof will be evaluated: 1) in-place treatment, 2) source isolation, 3) source removal, and 4) excavation and treatment.

IV. SCOPE OF PROFESSIONAL SERVICES

The selected firm will be expected to provide all services necessary to evaluate, design and oversee site remediation for the Project. Proposers are asked to provide a scope of services appropriate for this objective. The scope of services should include, but not be limited to the following key tasks:

- Analysis of available reports, studies, and sampling data in order to characterize the site and extent of residual lime materials
- Perform additional site characterization tasks as deemed appropriate to determine the lateral and vertical extent of residual lime materials as necessary for evaluation of remediation alternatives

- Prepare a comprehensive report which evaluates the most feasible remediation alternatives in regards to cost, effectiveness (short and long term), implementation, and regulatory compliance/acceptance
- Prepare a design necessary to implement the selected remediation alternative, including calculations, drawings, and a detailed cost estimate
- Prepare contract documents for advertisement and construction of the remediation work, including plans and specifications
- Provide oversight during construction and post-construction implementation for compliance with project design and contract documents

V. PROJECT SCHEDULE

The following timeline is provided for general scheduling information, however is subject to change at the discretion of the County with consideration for the final scope of services.

Task	Estimated Date of Completion
Executed Consultant Agreement	April 2018
Site Characterization	July 2018
Remediation Alternatives Study	September 2018
Preliminary Design	December 2018
Final Design	March 2019

VI. REFERENCE DOCUMENTS

The Water Board's Geotracker online database (geotracker.waterboards.ca.gov) for Lindeman Property (T10000005927) includes a number of documents that provide additional background information for the site, as well as sampling results and reports. The following documents, in particular, are recommended reference documents and may be useful for site characterization. These documents and their posting dates can be found on the Geotracker website:

Document Title	Document Date
2017 Third Quarter Monitoring Report	10/27/2017
Investigation and Remediation of the Former Diamond Lime Facility	9/25/2017
Erratum to Diamond Springs Parkway – Phase 1B, Phase II Environmental Site Assessment Report	8/28/2017
Diamond Springs Parkway Phase 1B Environmental Site Assessment	6/26/2017
2017 Second Quarter Monitoring Report	6/15/2017
2017 First Quarter Monitoring Report	4/28/2017
Field pH Data	6/29/2016
Action B Historical Use of Site	6/17/2016

Post reclamation soil cap construction surface water sampling and testing engineering services report	4/20/2016
Geotechnical engineering construction quality assurance report	4/15/2016
Bradley Road Property Lime Kiln Waste Mitigation Plan Report	6/4/2012

As mentioned in Section II, lime waste remediation work is also in progress on two adjacent parcels, also listed on Geotracker: Waste Connections (T10000009244) and Abel Trust (T10000010458).

VII. PROPOSAL MINIMUM REQUIREMENTS

Submit one (1) original, three (3) copies, and one (1) flash drive of all materials and Proposals, for review by a County appointed Selection Committee. Concise, responsive proposals shall be bound and formatted on 8 1/2" x 11" pages (portrait orientation). All proposals must include the following:

1. A letter of transmittal identifying name, address and telephone number of the principal person representing the firm, signed by a person authorized to execute a contract with County.
2. A general description of the firm identifying the primary services, office locations, length of time in business, professional and support staff members, and equipment.
3. A list of personnel to be assigned to the proposed Project and a resume of qualifications for each person to be used, including subconsultant personnel. An organizational chart shall also be provided including every person whose resume is provided and shall clearly show the function each person will be expected to fulfill.
4. If subconsultants or joint Consultants are proposed, describe any relevant association with the proposed subconsultants. Provide examples of past projects on which the lead firm has worked with each subconsultant. Indicate the percentage of the fee allocated for each participating Consultant and/or subconsultant.
5. A description of similar projects completed by the team including a client reference, phone number(s), and all Proposer staff persons who worked on the project. Include an introductory narrative that describes the team's overall experience, particularly as it relates to the services proposed. Also include information on the specific project size, location, and the scope of work. A statement expressing the firm's understanding and general approach to, the proposed Project and associated issues. Also, describe the firm's understanding of key issues and its approach to resolving those issues.
6. A description of the firm's proposed Scope of Professional Services.
7. The proposal must include a discussion of any other projects currently being undertaken by the firm/team that might result in delays to completing the Project on schedule.
8. A statement acknowledging that the prospective Proposer has reviewed the language contained within the Sample Professional Services Agreement (Attachment B) and that the prospective Proposer concurs with the provisions contained within said contract,

and can/will meet the indemnity and insurance requirements without alterations to the County's standard agreement.

9. A cost proposal shall be provided in a separate sealed envelope. It shall include a cost estimate for the Project with a breakdown for each activity identified in the prospective Proposer's Scope of Professional Services. The cost proposal shall directly correspond to the activities listed in the schedule discussed above. Cost proposals shall also include a person-hour analysis table with job classifications in columns and tasks in rows for Proposer and subconsultant personnel. The prospective Proposer and subconsultant's current hourly fee schedule for personnel shall also be included. The cost proposal shall be formatted consistent with the attached sample cost estimate table (Attachment C). The method of payment for the proposed agreement will be based on actual cost plus a fixed fee.

VIII. PROPOSERS' QUESTIONS

Questions regarding this RFP must be submitted in writing to the Procurement and Contracts Office and must be received no later than **5:00 p.m. on JANUARY 22, 2018**. All envelopes or containers must be clearly labeled "**RFP #18-961-032 – QUESTION**" for convenience purposes. Envelopes or containers not clearly labeled may be overlooked and not responded to. Questions will **not** be accepted by telephone, facsimile (fax), electronically, or orally. The County reserves the right to decline a response to any question if, in County's assessment, the information cannot be obtained and shared with all potential organizations in a timely manner. A summary of the questions submitted, including responses deemed relevant and appropriate by County, will be emailed on or about **JANUARY 24, 2018**.

All inquiries shall be submitted by U.S. mail to:

Procurement and Contracts
330 Fair Lane
Placerville, California 95667
RFP #18-961-032 – Question

Proposers are cautioned that they are not to rely upon any oral statements that they may have obtained. Proposers shall direct all inquiries to the County Purchasing Agent and shall not contact the requesting department directly regarding any matter related to this Request for Proposal.

IX. PROPOSAL SUBMITTAL

Proposers must submit one (1) original, three (3) copies, and one (1) flash drive of their proposal, along with any addenda, in a sealed envelope or container, clearly marked “**RFP #18-961-032 – DO NOT OPEN**”, **no later than 3:00 p.m. on FEBRUARY 8, 2018** to:

County of El Dorado
Procurement and Contracts
330 Fair Lane
Placerville, CA 95667

A Proposer may withdraw its final proposal at any time **prior** to the opening deadline date and time by submitting a written request for its withdrawal to the County Purchasing Agent, signed by an authorized agent of the firm. Proposers may thereafter submit a new or modified proposal **prior** to the opening deadline date and time. Modifications offered in any manner, oral or written, will not be considered.

Proposers submitting less than the required number of copies of their proposal will be rejected and considered “non-responsive”. Proposals received beyond the deadline will not be considered, and will be returned unopened.

It is the responsibility of the Proposer to assure that the proposal is received in the Procurement & Contracts Division prior to the proposal opening deadline date and time. Proposals received beyond the proposal opening deadline will not be accepted and will be returned unopened. The time stamp clock located in the office of the Procurement and Contracts Division will serve as the official time clock.

For questions regarding the Request for Proposal process, contact Ashley Wells, Department Analyst at (530) 621-5804.

X. EVALUATION CRITERIA

Proposals will be evaluated on the following criteria and scoring:

- Firm/Staff Qualifications (40 points)
- Quality of Proposal (30 points)
- Firm’s Understanding of Project (30 points)

The selection criteria provided is to assist prospective Proposers and is not meant to limit other considerations that may be identified during the course of the selection process.

XI. SELECTION PROCESS

County staff will open Proposals following the submittal deadline. The only information that will be made available to the public at that time will be the names of the Proposers submitting Proposals. The contents of all Proposals, or any other medium which discloses any aspect of the Proposal, shall be held in strictest confidence until the County releases a Notice of Intent to Award.

A Proposer Selection Committee will be appointed by the County to evaluate the Proposals. The Proposer Selection Committee may interview respondent firms during the selection process if it is determined to be necessary.

When evaluation of the Proposals and presentations has been completed, a Proposer will be selected and negotiations will be initiated. If for any reason a contract cannot be negotiated, the County reserves the right to select the next ranked prospective Proposer. The County will then make recommendations for selection to the County Board of Supervisors, based on the selection criteria outlined in the preceding section.

XII. REJECTION OF PROPOSALS

Prospective Proposers interested in being considered must submit a Proposal in compliance with this notice. Failure to meet the minimum requirements of the RFP shall be cause for rejection of the Proposal. The County reserves the right to reject any or all Proposals.

The County may reject a Proposal if it is conditional, incomplete, contains irregularities, or reflects inordinately high cost rates. County may waive immaterial deviation in a Proposal. Waiver of an immaterial deviation shall in no way modify the RFP documents or excuse the proposing firm/team from full compliance with the contract requirements if the prospective Proposer is awarded the contract.

XIII. VALID OFFER

Proposals shall remain valid for 120 days from the due date. The County reserves the right to negotiate with the successful Proposer any additional terms or conditions not contained in their proposal which are in the best interest of the County or to otherwise revise the scope of this RFP.

This RFP does not constitute a contract nor an offer of employment. The cost of preparation of proposals shall be the obligation of the Proposer. All proposals, whether accepted or rejected, shall become the property of the County and will not be returned. Unnecessarily elaborate responses, enclosures and specialized binding are not desired, and may be construed as an indication of Proposer's lack of cost consciousness.

XIV. COUNTY'S RIGHTS

The County reserves the right to:

1. Request clarification of any submitted information.
2. Waive any irregularity or immaterial deviation in any proposal.
3. Not enter into any agreement.
4. Not select any Proposer.
5. Cancel this process at any time.
6. Amend this process at any time.
7. To award more than one contract if it is in the best interest of the County.
8. Interview Proposers prior to award.
9. To request additional information during an interview.

Waiver of an immaterial deviation shall in no way modify the RFP documents or excuse the proposing firm/team from full compliance with the contract requirements if the prospective Proposer is awarded the contract.

XV. CONTRACT AWARD

Award shall be recommended to the Proposer whose proposal best meets the needs of the County. The County reserves the right to reject any or all proposals, and to solicit additional proposals if deemed in the best interest of the County to do so. The decision of the County shall be final in making such determination.

The successful Proposer will receive written notification of the award, along with instructions for finalizing the agreement documents.

Response and selection of a Proposal will not necessarily result in a contract with the County of El Dorado. Proposal opening does not constitute awarding of a contract. Contract award is by action of the El Dorado County Board of Supervisors and is not in force until fully executed by that Board.

XVI. PREVAILING WAGE REQUIREMENTS

The County requires the Proposer's services on public works projects involving local, State and/or Federal funds. Proposals must be consistent with applicable prevailing wage requirements.

XVII. CONFLICT OF INTEREST

Prospective Proposers warrant and covenant that no official or employee of the County, or any business entity in which an official of the County has an interest, has been employed or retained to solicit or aid in the procuring of the resulting agreement, nor that any such person will be employed in the performance of such agreement without immediate divulgence of such fact to the County. Prospective Proposer's Proposal shall contain a statement to the effect that the Proposer is not currently committed to another project that would constitute a conflicting interest with the Project defined in this Request for Proposal (RFP).

XVIII. PUBLIC RECORDS ACT

All proposals and materials submitted shall become property of the County and will not be returned. All responses, including the accepted proposal and any subsequent contract, become public records per the requirements of the California Government Code, Sections 6250 - 6270, "California Public Records Act". Proprietary material must be clearly marked as such. Pricing and service elements of the successful proposal are not considered proprietary information. Proposers which indiscriminately identify all or most of their proposal as confidential or proprietary without justification may be deemed unresponsive.

The County will treat all information submitted in a proposal as available for public inspection once the County has selected a Contractor. If you believe that you have a legally justifiable basis under the California Public Records Act (Government Section 6250 et. seq.) for protecting the confidentiality of any information contained within your proposal, you must identify any such information, together with the legal basis of your claim in your proposal, and present such information **separately** as part of your response package.

The final determination as to whether the County will assert your claim of confidentiality on your behalf shall be at the sole discretion of the County. If the County makes a determination that your information does not meet the criteria for confidentiality, you will be notified as such. Any information deemed to be non-confidential shall be considered public record.

Upon receipt of a request for disclosure pursuant to the California Public Records Act for information that is set apart and marked as proprietary, County will notify you of the request for disclosure. You shall have sole responsibility for the defense of the proprietary designation of such information. Failure to respond to the notice and enter into an agreement with County providing for the defense of and complete indemnification and reimbursement for all costs incurred by the County in any legal action to compel the disclosure of such information, shall constitute a complete waiver of any rights regarding the information designated proprietary and such information will be disclosed by County pursuant to applicable procedures under the California Public Records Act.

XIX. BUSINESS LICENSE REQUIREMENT

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 Code Section 5.08.070. Contact the Tax Collector's Office at 360 Fair Lane, Placerville, CA 95667, or phone (530) 621-5800, for further information. El Dorado County is an equal opportunity employer (EOE). Minorities, females, and handicapped are encouraged to participate (M/F/H).

It is not a requirement to possess a County business license at the time of proposal submittal. Successful Proposers may be required to possess a County business license to award contract.

The County of El Dorado is an equal opportunity employer (EOE). Minorities, Females and Handicapped are encouraged to participate.

XX. EL DORADO COUNTY WEBSITE REQUIREMENTS

It is the bidder's responsibility to monitor the County's website for possible addenda to this bid to inform him/herself of the most current specifications, terms, and conditions, and to submit his/her bid in accordance with the original bid requirements and all addenda. All available bids and related addenda can be found at:

<http://edcapps.edcgov.us/contracts/invite.asp>

Failure of bidder to obtain this information shall not relieve him/her of the requirements contained therein. Those bidders not acknowledging and returning Addenda as required will not be considered and will be rejected as "non-responsive."

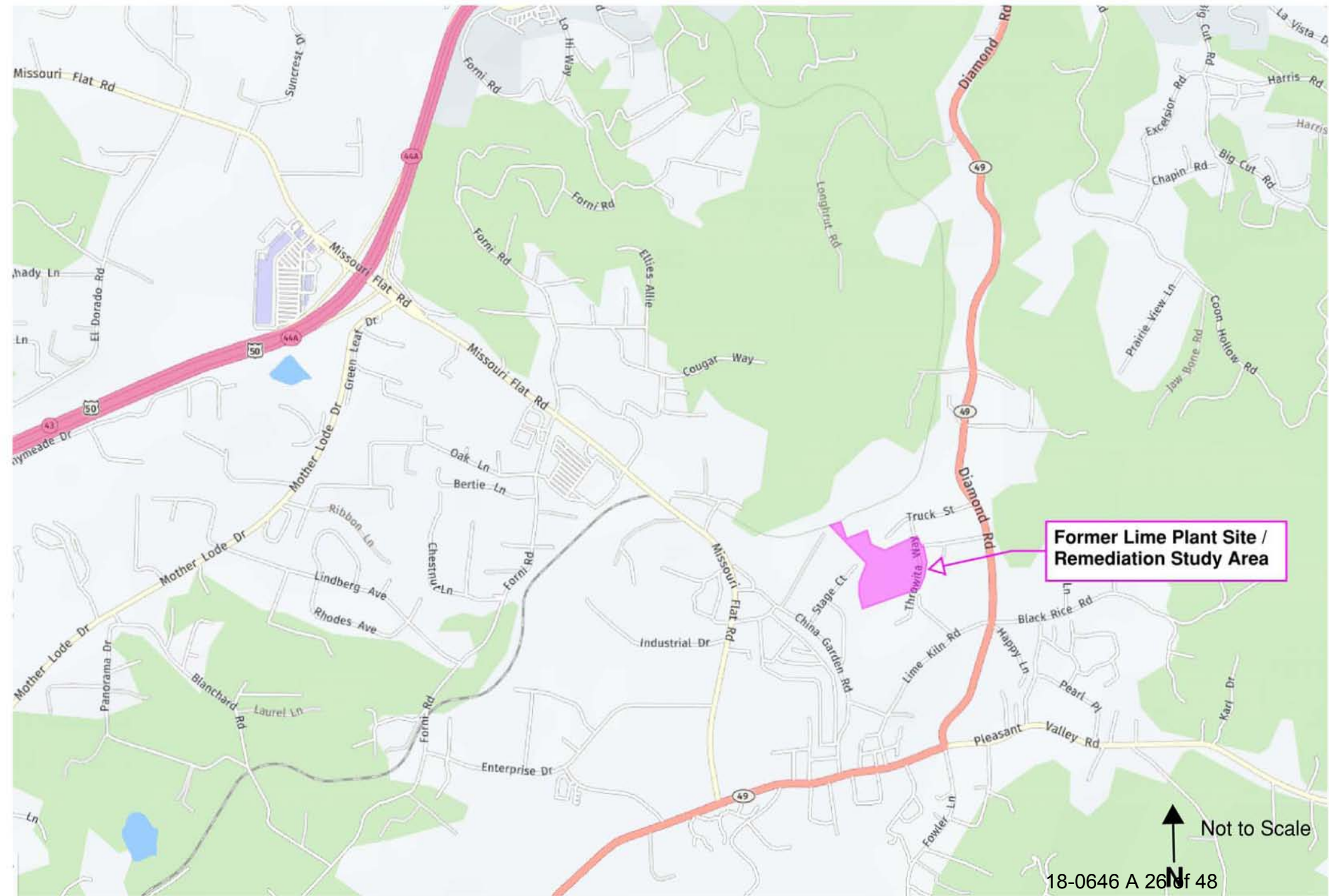
XXI. PUBLIC AGENCY

It is intended that other public agencies (i.e., city, special district, public authority, public agency and other political subdivisions of the State of California) shall have the option to participate in any agreement created as a result of this Request for Proposal to Bid with the same terms and conditions specified there in, including pricing. The County shall incur no financial responsibility in connection with any agreement from another public agency. The public agency shall accept sole responsibility for contracting for services and making payment to the vendor.

Failure to comply with any of the requirements contained herein may result in disqualification. It is the responsibility of all Proposers to read ALL sections of this RFP prior to submitting a response.

Your participation in the RFP process is important to El Dorado County!

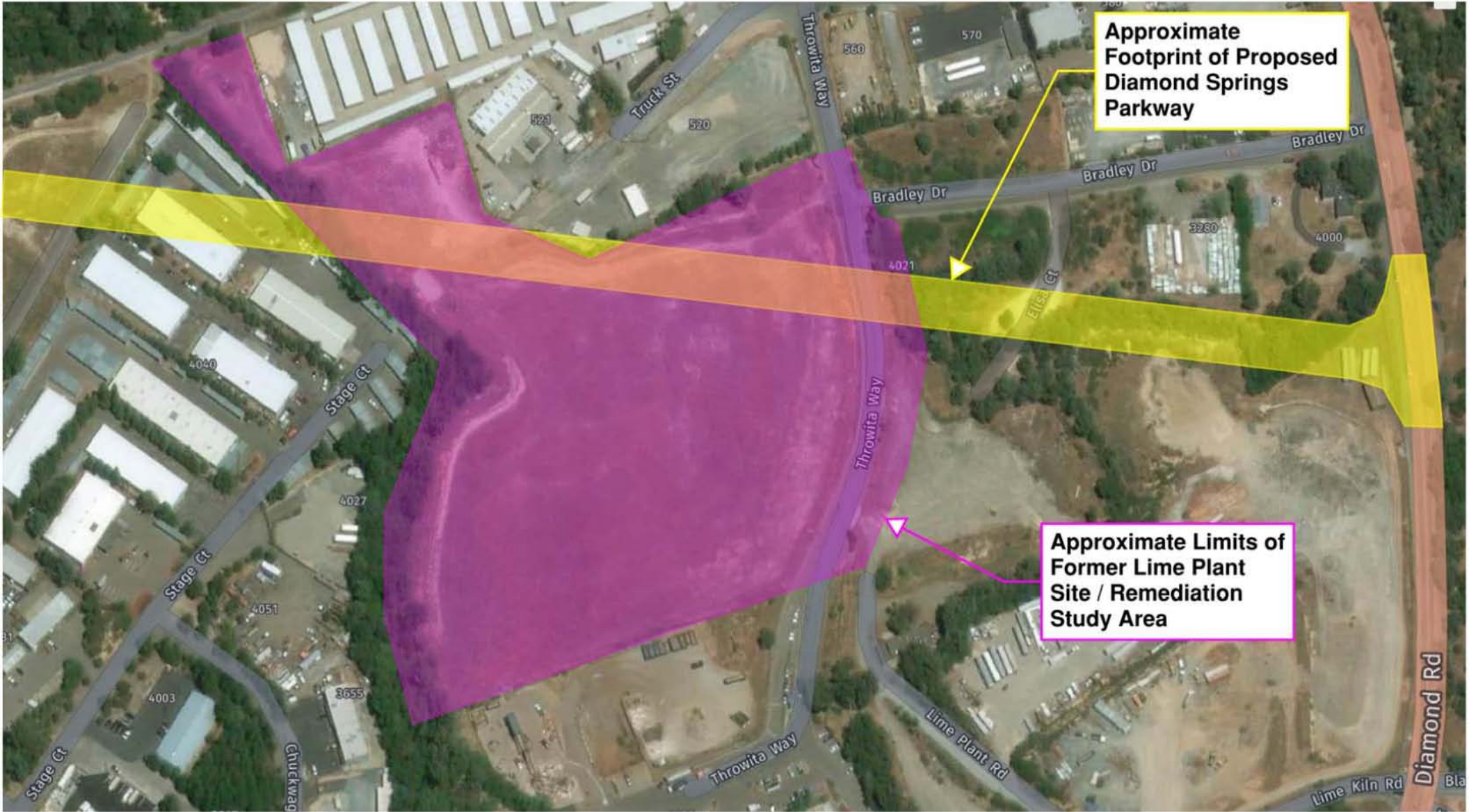
Attachment A: Location Map



**Former Lime Plant Site /
Remediation Study Area**

↑ Not to Scale
N

Attachment A: Site Map



Approximate Footprint of Proposed Diamond Springs Parkway

Approximate Limits of Former Lime Plant Site / Remediation Study Area



Not to Scale

Attachment B

Consultant's Name

Environmental Remediation Services for the Diamond Springs Parkway Project

AGREEMENT FOR SERVICES # _____

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 _____, a _____ duly qualified to conduct business in the State of California, whose principal place of business is _____ (hereinafter referred to as "Consultant");

RECITALS

WHEREAS, County has determined that it is necessary to obtain a consultant to assist County with environmental remediation services;

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

WHEREAS, it is the intent of the parties hereto that such services be in conformity with all applicable state and local laws;

WHEREAS, County has determined that the provision of such services provided by Consultant are in the public's best interest, and that these services are more economically and feasibly performed by outside independent Consultants as well as authorized by El Dorado County Charter, Section 210(b)(6) and/or Government Code Section 31000;

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

ARTICLE I
Scope of Services

- A. Consultant's services are to be provided specifically in support of the Diamond Springs Parkway Project (hereinafter referred to as "Project").
B. Consultant shall perform all professional and technical services, work, and tasks required to accomplish the objectives set forth herein, and shall provide and make available Consultant's own personnel, subconsultants, materials, equipment, vehicles, and services necessary to perform site remediation services for the Project. Services shall include, but not be limited to, those tasks as identified in Exhibit A, marked "Scope of Work," incorporated herein and made by reference a part hereof, or as identified in the individual Work Orders, as applicable, to be issued in accordance with this Agreement.

County's Contract Administrator will issue a Notice to Proceed for the work specified in Exhibit A, not including Optional Tasks. No payment will be made for any work performed prior to the effective date of the Agreement.

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

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

The specific services for each Optional Task assignment shall be determined at a meeting or telephone conference between Consultant and County's Contract Administrator, or designee, to discuss the needs, applicable standards, required deliverables, specific Consultant staff, subconsultants, if applicable, any necessary permits, and any task-related mileage budget, if applicable, on a task-by-task basis.

Within an agreed timeframe as determined by County's Contract Administrator, following the meeting or telephone conference, Consultant shall provide County's Contract Administrator with a written scope of work for the Optional Tasks, a schedule including a list of tasks with completion dates, a target completion date for the overall scope of work, and a not-to-exceed cost itemization to complete the work (resulting in a Work Order), which shall require written approval, authorization, and written notification to proceed from County's Contract Administrator, prior to commencement of the work. No payment will be made for any Optional Task work performed prior to approval and full execution of the Work Order, and no payment will be made for amounts in excess of the not-to-exceed amount of the Work Order.

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

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

- D. If a submittal or deliverable is required to be an electronic file, Consultant shall produce the file using Microsoft (MS) Office 2010 applications (specifically, MS Word, MS Project and MS Excel). Signed reports shall be submitted in Adobe portable document format (PDF). All deliverables shall be submitted in language, format, and design that are compatible with and completely transferable to County's computer and that are acceptable to County's Contract Administrator. Newer versions of software may be used and other types of software used for analytical purposes may be authorized if approved in advance of the submittal by County's Contract Administrator.

Consultant shall submit all deliverables to County's Contract Administrator in accordance with completion time schedules identified in Exhibit A or in the individual Work Orders that may be issued for Optional Tasks pursuant to this Agreement. Failure to submit the required deliverables in the format required shall be grounds for termination of the Agreement, as provided in ARTICLE XXI, Default, Termination, and Cancellation, herein.

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

ARTICLE II

Term: This Agreement shall become effective upon final execution by both parties hereto and shall expire two (2) years thereafter.

ARTICLE III

Compensation for Services: For services provided herein, including any deliverables that may be identified herein or in individual Work Orders issued pursuant to this Agreement, County agrees to pay Consultant upon the satisfactory completion and County's acceptance of work, in arrears. Payment shall be made within forty-five (45) days following County's receipt and approval of itemized invoices identifying the services rendered.

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

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

Reimbursement for mileage expenses for Consultant and subconsultants, if applicable, shall not exceed the 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. There shall be no markups allowed on mileage rates for Consultant or for any subconsultant. Any reimbursements for mileage expenses will only be made if such expenses are included in Exhibit C, or in the budget of an approved and fully executed Work Order, if any, issued pursuant to this Agreement. All travel costs (i.e., overnight lodging, meals, airfare, and other per diem expenses) will not be reimbursed as a direct cost for any services performed under this Agreement by Consultant.

The total amount of this Agreement shall not exceed \$ _____, inclusive of all costs, Work Orders, and expenses.

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

In accordance with ARTICLE VI, Prevailing Wage, Consultant shall provide County's Contract Administrator with certified payroll for applicable personnel for the period for which payment is requested and such certified payroll shall accompany each invoice submitted. The certified payroll shall contain information related only to the applicable Project. No invoice shall be paid until the certified payroll is submitted. Consultant shall keep payroll records in accordance with California Labor Code Section 1776. Consultant also remains responsible for directly filing its certified payroll with the Department of Industrial Relations.

Itemized invoices shall follow the format specified by County and shall reference this Agreement number on their faces. Consultant shall attach copies of any progress reports required under the provisions of ARTICLE V, Progress Reports, herein, 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
Community Development Services
Administration and Finance
2850 Fairlane Court
Placerville, California 95667
Attn.: Accounts Payable

or to such other location as County directs.

In the event that Consultant fails to deliver, in the format specified, the deliverables and progress reports required by this Agreement, County at its sole option may delay the

payment for the period of time of the delay, cease all payments until such time as the required deliverables or progress reports are received, or proceed as set forth below in ARTICLE XXI, Default, Termination, and Cancellation, herein.

ARTICLE IV

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

ARTICLE V

Progress Reports: CONSULTANT shall submit written progress reports to County's Contract Administrator at intervals that are commensurate with the requirements of the items of work and tasks being performed and based upon a mutually agreeable schedule. At a minimum, Consultant shall submit progress reports once per month. The reports shall be sufficiently detailed for County's Contract Administrator to determine if Consultant is performing to expectations and is on schedule, to provide communication of interim findings, and to afford occasions for airing difficulties or special circumstances encountered so that remedies can be developed. County's review of these reports will ensure that Consultant's work meets a level of acceptability as determined by County's Contract Administrator, and Consultant shall be required to modify its work as necessary to meet that level of acceptability as defined by COUNTY's Contract Administrator. Separate detail shall be provided for each Work Order. 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 VI

Prevailing Wage: County requires Consultant's services on public works project(s) involving local funds to which prevailing wage requirements may apply. As a consequence, Consultant shall comply with all applicable state prevailing wage rates, statutes, rules, and regulations then in effect. Consultant shall use the general prevailing wage rates determined by the Director of Industrial Relations for the county in which the work is to be done, which are available at the principal office of County's Community Development Services. Changes, if any, to the general prevailing wage rates will be available at the same location.

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 Agreement shall also conform to and be bound by the provisions of Labor Code Sections 1810 through 1815.

ARTICLE VII

Certified Payroll: As required under the provisions of Labor Code Section 1776, Consultant and its subconsultants, if any are authorized herein, shall keep accurate payroll records. A certified copy of all payroll records shall be available for inspection at all reasonable hours at the principal office of Consultant. All consultants and subconsultants must furnish electronic certified payroll records directly to the Department of Industrial Relations.

ARTICLE VIII

Registration of Contractors: No consultant or subconsultant may bid on any public works project, be listed in a bid proposal for any public works project, or engage in the performance of any contract for public work unless registered with the Department of Industrial Relations pursuant to Labor Code sections 1725.5 and 1771.1. Public works projects are subject to compliance, monitoring, and enforcement by the Department of Industrial Relations.

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

ARTICLE IX

Changes to Agreement: This Agreement may be amended by mutual consent of the parties hereto. Said amendments shall become effective only when in writing and fully executed by duly authorized officers of the parties hereto.

ARTICLE X

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

ARTICLE XI

Confidentiality: Consultant shall maintain the confidentiality and privileged nature of all records, including billing records, 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, shall not use or disclose, directly or indirectly at any time, any said confidential information, other than to County's Community Development Services, Department of Transportation or to such other person with County's consent for the purpose of, and in the performance of, this Agreement. This confidentiality provision shall survive after the expiration or earlier termination of this Agreement.

ARTICLE XII

Assignment and Delegation: Consultant is engaged by County for its unique qualifications and skills as well as those of its personnel. Consultant shall not subcontract, delegate, or assign services to be provided, in whole or in part, to any other person or entity without prior written consent of County.

ARTICLE XIII

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

Consultant shall be responsible for performing the work under this Agreement in a safe, professional, skillful, and workmanlike manner and shall be liable for its own negligence and negligent acts of its employees. 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.

ARTICLE XIV

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 fiscal 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 XV

Records Examination and Audit Requirements: Consultant and its subconsultants, if any are authorized hereunder, shall maintain all books, documents, papers, accounting

records, and other evidence pertaining to the performance of the Agreement, including but not limited to, the costs of administering the various aspects of the Agreement. In accordance with Government Code Section 8546.7, all of the above-referenced parties shall make such materials available at their respective offices at all reasonable times during the Agreement period and for three (3) years from the date that final payment by County and all other pending matters are closed. Representatives of County, the California State Auditor, and any duly authorized representative of other government agencies shall have access to any books, documents, papers, and records that are pertinent to the Agreement for audit, examination, excerpts, and transactions and copies thereof shall be furnished upon request.

ARTICLE XVI

Payment of all Federal, State, or City Taxes: Any federal, state, or city tax payable on the articles furnished by Consultant under this Agreement shall be included in rates quoted herein and shall be paid by Consultant.

ARTICLE XVII

Compliance with all Applicable Laws: Consultant shall conform to and abide by all federal, state, and local building, labor, environmental, and safety laws, ordinances, rules, and regulations. All work and materials shall be in full accordance with the latest rules and regulations of the State Fire Marshal, safety orders of the Division of Industrial Safety, California Electrical Code, California Building Code, California Plumbing Code, and any and all other applicable laws and regulations. Nothing in this Agreement, including, but not limited to, any directions, plans or specifications provided to Consultant, is to be construed to permit work not conforming to these codes.

ARTICLE XVIII

Standards for Work: Consultant shall perform services in a manner consistent with the level of care and skill ordinarily exercised by other members of Consultant's profession currently practicing in the same locality and under similar conditions.

ARTICLE XIX

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

ARTICLE XX

Consultant's Project Manager: Consultant designates (Name), (Title), 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, if any, including, but not limited to (1) assigning qualified personnel to perform the required work and to prepare the deliverables required by the individual Work Orders issued pursuant to this Agreement; (2) reviewing, monitoring, training, and directing Consultant's personnel and any authorized subconsultants authorized herein; and (3) providing qualified and appropriate traffic control services for field work.

ARTICLE XXI

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. 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.

- B. **Bankruptcy:** This Agreement, at the option of County, shall be terminable in the case of bankruptcy, voluntary or involuntary, or insolvency of Consultant.
- C. **Ceasing Performance:** County may terminate this Agreement in the event Consultant ceases to operate as a business or otherwise becomes unable to substantially perform any term or condition of this Agreement.
- D. **Termination or Cancellation without Cause:** County may terminate this Agreement, or any Work Order issued pursuant to this Agreement, in whole or in part upon seven (7) calendar days' written notice by County without cause. If such prior termination is effected, County will pay for satisfactory services rendered prior to the effective dates, as set forth in the Notice of Termination provided to Consultant, and for such other services which County may agree to in writing as necessary for

contract resolution. In no event, however, shall County be obligated to pay more than the not-to-exceed amount of the Work Order or the total amount of the Agreement, as applicable. Upon receipt of a Notice of Termination, Consultant shall promptly discontinue all services affected, as of the effective date of termination set forth in such Notice of Termination, unless the Notice directs otherwise. In the event of termination for default, County reserves the right to take over and complete the work by contract or by any other means.

ARTICLE XXII

Notice to Parties: All notices to be given by the parties hereto shall be in writing and served by depositing same in the United States Post Office, postage prepaid and return receipt requested. Notices to County shall be in duplicate and addressed as follows:

To County:

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

With a copy to:

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

Attn.: Contract Administrator's Name
Contract Administrator's Title
Fairlane Engineering Division

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

or to such other location as County directs.

Notices to Consultant shall be addressed as follows:

Consultant's Name
Address
City, State, and Zip Code

Attn.: Name, Title

or to such other location as Consultant directs.

ARTICLE XXIII

Change of Address: In the event of a change in address for Consultant's principal place of business, Consultant's Agent for Service of Process, or Notices to Consultant, Consultant shall notify County in writing as provided in ARTICLE XXII, Notice to Parties. Said notice shall become part of this Agreement upon acknowledgment in writing by County's Contract Administrator, and no further amendment of the Agreement shall be necessary provided that such change of address does not conflict with any other provisions of this Agreement.

ARTICLE XXIV

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, penalties, damages or expenses of every name, kind, and description, including litigation costs and reasonable attorney's fees incurred, environmental compliance costs, investigation costs, remediation costs, 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, consultants, and subconsultants. 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 XXV

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

- A. Full Workers' Compensation and Employers' Liability Insurance covering all employees of Consultant as required by law in the State of California.
- B. Commercial General Liability Insurance of not less than \$1,000,000 combined single limit per occurrence for bodily injury and property damage and a \$2,000,000 aggregate limit.
- C. Automobile Liability Insurance of not less than \$1,000,000 is required in the event motor vehicles are used by Consultant in performance of the Agreement.
- D. In the event Consultant is a licensed professional or professional consultant and is performing professional services under this Agreement, Professional Liability Insurance is required with a limit of liability of not less than \$1,000,000.
- E. Consultant shall furnish a certificate of insurance satisfactory to County's Risk Management Division as evidence that the insurance required above is being maintained.
- F. The insurance will be issued by an insurance company acceptable to County's Risk Management Division or be provided through partial or total self-insurance likewise acceptable to the Risk Management Division.
- G. Consultant agrees that the insurance required herein shall be in effect at all times during the term of this Agreement. In the event said insurance coverage expires at any time or times during the term of this Agreement, Consultant agrees to provide at

least thirty (30) days prior to said expiration date, a new certificate of insurance evidencing insurance coverage as provided for herein for not less than the remainder of term of the Agreement, or for a period of not less than one (1) year. New certificates of insurance are subject to the approval of Risk Management and Consultant agrees that no work or services shall be performed prior to the giving of such approval. In the event Consultant fails to keep in effect at all times insurance coverage as herein provided, County may, in addition to any other remedies it may have, terminate this Agreement upon the occurrence of such event.

- H. The certificate of insurance must include the following provisions stating that:
 - 1. The insurer will not cancel the insured's coverage without prior written notice to County; and
 - 2. The County of El Dorado, its officers, officials, employees, and volunteers are included as additional insured, on an additional insured endorsement, but only insofar as the operations under this Agreement are concerned. This provision shall apply to the general liability policy.
- I. Consultant's insurance coverage shall be primary insurance as respects County, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by County, its officers, officials, employees, or volunteers shall be in excess of Consultant's insurance and shall not contribute with it.
- J. Any deductibles or self-insured retentions must be declared to and approved by County. At the option of County, either: The insurer shall reduce or eliminate such deductibles or self-insured retentions as respects County, its officers, officials, employees, and volunteers; or Consultant shall procure a bond guaranteeing payment of losses and related investigations, claim administration, and defense expenses.
- K. Any failure to comply with the reporting provisions of the policies shall not affect coverage provided to County, its officers, officials, employees, or volunteers.
- L. The insurance companies shall have no recourse against the County of El Dorado, its officers, and employees or any of them for payment of any premiums or assessments under any policy issued by any insurance company.
- M. Consultant's obligations shall not be limited by the foregoing insurance requirements and shall survive the expiration of this Agreement.
- N. In the event Consultant cannot provide an occurrence policy, Consultant shall provide insurance covering claims made as a result of performance of this Agreement for not less than three (3) years following completion of performance of this Agreement.

- O. The certificate of insurance shall meet such additional standards as may be determined by the contracting County department, either independently or in consultation with County's Risk Management Division as essential for protection of County.
- P. Consultant shall ensure that all subconsultants authorized pursuant to this Agreement shall maintain workers' compensation, general liability, automobile liability, and professional liability insurance as specified above and shall provide County with proof of same if requested.

ARTICLE XXVI

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 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 XXVII

Interest of Consultant: Consultant covenants that Consultant presently has no personal interest or financial interest, and shall not acquire 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.

ARTICLE XXVIII

Conflict of Interest: The parties to this Agreement have read and are aware of the provisions of Government Code Section 1090 et seq. and Section 87100 relating to conflict of interest of public officers and employees. Consultant attests that it has no current business or financial relationship with any County employee(s) that would constitute a conflict of interest with provision of services under this Agreement and will not enter into any such business or financial relationship with any such employee(s) during the term of this Agreement. County represents that it is unaware of any financial or economic interest of any public officer or employee of Consultant relating to this Agreement. It is further understood and agreed that if such a financial interest does exist at the inception of this Agreement either party may immediately terminate this Agreement by giving written notice as detailed in ARTICLE XX, Default, Termination, and Cancellation, herein.

ARTICLE XXIX

Nondiscrimination:

- A. County may require Consultant's services on projects involving funding from various state and/or federal agencies, and as a consequence, Consultant shall comply with all applicable nondiscrimination statutes and regulations during the performance of

this Agreement including but not limited to the following: Consultant and its employees and representatives shall not unlawfully discriminate against any employee or applicant for employment because of race, religion, color, national origin, ancestry, physical handicap, mental disability, medical condition, genetic information, military or veteran status, marital status, age, gender, gender identity, gender expression, sexual orientation, or sex; Consultant shall, unless exempt, comply with the applicable provisions of the Fair Employment and Housing Act (Government Code, Sections 12900 et seq.) and applicable regulations promulgated thereunder (California Code of Regulations, Title 2, Sections 7285.0 et seq.); the applicable regulations of the Fair Employment and Housing Commission implementing Government Code, Section 12990, set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations incorporated into this Agreement by reference and made a part hereof as if set forth in full; and Title VI of the Civil Rights Act of 1964, as amended. Consultant and its employees and representatives shall give written notice of their obligations under this clause as required by law.

- B. Where applicable, Consultant shall include these nondiscrimination and compliance provisions in any of its agreements that affect or are related to the services performed herein.
- C. Consultant's signature executing this Agreement shall provide any certifications necessary under the federal laws, the laws of the State of California, including but not limited to Government Code Sections 12990 and 8355 and Title 2, California Code of Regulations, Section 8103.

ARTICLE XXX

California Residency (Form 590): If Consultant is a California resident, Consultant must file a State of California Form 590, certifying its California residency or, in the case of a limited liability company or corporation, certifying that it has 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 XXXI

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

ARTICLE XXXII

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

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

ARTICLE XXXIII

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

ARTICLE XXXIV

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 XXXV

Contract Administrator: The County Officer or employee with responsibility for administering this Agreement is Contract Administrator's Name, Contract Administrator's Title, Fairlane Engineering Division, Community Development Services, Department of Transportation or successor.

ARTICLE XXXVI

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 XXXVII

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

ARTICLE XXXVIII

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

ARTICLE XXXIX

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

ARTICLE XL

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

Requesting Contract Administrator Concurrence:

By: _____

Dated: _____

Contract Administrator's Name
Contract Administrator's Title
Contract Administrator's Division
Community Development Services
Department of Transportation

Requesting Department Concurrence:

By: _____

Dated: _____

Director's Name
Director
Community Development Services
Department of Transportation

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

-- COUNTY OF EL DORADO --

By: _____

Dated: _____

Board of Supervisors
"County"

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

By: _____

Dated: _____

Deputy Clerk

-- CONSULTANT NAME --

By: _____

Dated: _____

Name
Title
"Consultant"

By: _____

Dated: _____

Name
Corporate Secretary

Consultant's Name

Exhibit A

Scope of Work

Project Name

Project #

SAMPLE

Consultant's Name

Exhibit B

Rate Schedule

Project Name

Project #

Item	Rate
LABOR	
Position/Title	\$0.00 / hour
Position/Title	\$0.00 / hour
Position/Title	\$0.00 / hour
Position/Title	\$0.00 / hour
Position/Title	\$0.00 / hour
Position/Title	\$0.00 / hour
Position/Title	\$0.00 / hour
Position/Title	\$0.00 / hour
Position/Title	\$0.00 / hour
Position/Title	\$0.00 / hour

Travel, mileage, ordinary supplies and equipment charges are included in the above hourly rates. Other direct project charges will be billed at actual cost, including subconsultants and the other direct costs listed in Exhibit C, Cost Estimate.

Mileage reimbursement rates apply to CONSULTANT and to subconsultants authorized in accordance with ARTICLE III, Compensation for Services, of this Agreement. There shall be no markup on any mileage expenses.

Consultant's Name

Exhibit C

Cost Estimate

Project Name

Project #

Item of Work

Amount

SAMPLE

