

# ATTACHMENT F

## Consultant

### Project Delivery Support Services for the Mount Murphy Road at the South Fork of American River – Bridge Replacement Project

#### AGREEMENT FOR SERVICES # AGMT XX-XXXXX

**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 its Department of Transportation with project delivery support services, including delivery of a Project Study Report (PSR) for the Mount Murphy Road at the South Fork of American River - Bridge Replacement Project;

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

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

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

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

#### ARTICLE I

##### Scope of Services:

- A. Consultant's services are to be provided specifically in support of the Mount Murphy Road at the South Fork of American River - Bridge Replacement Project (hereinafter referred to as "Project").
- B. Consultant shall perform all professional and technical services, work and tasks required to accomplish the objectives set forth herein, and shall provide and make available Consultant's own personnel, subconsultants, materials, equipment, and vehicles necessary to prepare a PSR in accordance with Caltrans' Project

Development Procedures Manual, and other Project delivery support services including, but not limited to, those tasks identified in Exhibit A, marked "Scope of Work," incorporated herein and made by reference a part hereof.

Unless otherwise indicated below, and notwithstanding any other provision of this Agreement to the contrary, deliverables for the specific items of work to be provided under Exhibit A shall be as specified therein, shall be prepared using the software described in Section D of this Article and shall be submitted in accordance with the timeframes and formats specified in Exhibit D, marked "Scope of Work Project Schedule and Deliverables," incorporated herein and made by reference a part hereof. Adjustments to the completion times specified in Exhibit D may only be made in accordance with the prior written approval of County's Contract Administrator (CA).

County's CA shall issue Consultant individual written Notice to Proceed for Items of Work \_\_\_\_\_ identified in Exhibit A and Consultant shall not commence work on any Item of Work until receiving the Notice to Proceed. No payment will be made for any work performed prior to the date specified in each written Notice to Proceed.

- C. In addition to the specific services identified in Exhibit A, this Agreement may also include Optional Tasks. Such Optional Tasks may supplement, expand or otherwise modify the Scope of Work or may include, but not be limited to, tasks that are deemed critical by County's CA to the furtherance 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 Optional Task assignment shall be determined at a meeting or telephone conference between Consultant and County's CA, or designee, to discuss the needs, applicable design standards, required deliverables, specific Consultant staff or subconsultants to be used, and any task-related mileage budget, if applicable, on a task-by-task basis. Following the meeting, Consultant shall provide County's CA with a written scope of work for the Optional Task, 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 CA, 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.

Consultant shall provide County's CA 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 XVIII, 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 CA 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 Agreement amount.

- D. If a submittal is required to be an electronic file, Consultant shall produce the file using Microsoft (MS) Office 2003 applications (specifically, MS Word, MS Project and MS Excel). Signed reports shall be submitted in Adobe portable document format (pdf). All plans, specifications and similar documents shall be produced in MicroStation and submitted in both MicroStation and AutoCAD 2010 formats. All deliverables shall be submitted in language, format and design that are compatible with and completely transferable to County's computer and engineering applications and that are acceptable to County's CA. Newer versions of software may be used and other engineering software used for analytical purposes may be authorized if approved by County's CA. Consultant shall submit all deliverables to County's CA in accordance with the completion time schedules identified in Exhibit D or in the individual Task Orders that may be issued for Optional Tasks. Failure to submit the required deliverables in the format required shall be grounds for termination of the Agreement, as provided in ARTICLE XVII, 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 upon final execution by both parties hereto and shall expire \_\_\_\_\_.

## **ARTICLE III**

**Compensation for Services:** For services provided herein including all deliverables described in Exhibit A, Scope of Work, and in the individual Task Orders issued, if applicable, pursuant to this Agreement, and including all of the forms and reports required under the Disadvantaged Business Enterprise (DBE) provisions of 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 "Rate Schedule," incorporated herein and made by reference a part hereof. Subconsultant services, if any are authorized herein, shall be invoiced at Consultant's cost, without

markup, for the services rendered. Any invoices that include subconsultant costs shall be accompanied by backup documentation to substantiate Consultant's cost for the subconsultant services being billed.

Reimbursement for mileage expenses for Consultant and subconsultants, if applicable, shall not exceed the lesser of (1) the rates to be paid to County employees under the current Board of Supervisors Travel Policy at the time the mileage expenses are incurred; or (2) the rates authorized to be paid to rank and file state employees under the then current State Department of Personnel Administration (DPA) rules. References to the DPA rates and Consultant's responsibilities for cost differences and any overpayments are more fully described in ARTICLE XXIX, Cost Principles herein. Mileage reimbursement rates apply to subconsultants authorized under this Agreement. There shall be no subconsultant markup on any mileage expenses. Any reimbursements for mileage expenses for subconsultants will only be made if such expenses are included under Other Direct Costs in Exhibit C, marked "Cost Proposal," incorporated herein and made by reference a part hereof or in the budget of an approved and fully executed Task Order issued pursuant to this Agreement.

Travel costs (i.e., overnight lodging, meals, parking, airfare, bridge tolls and other per diem expenses) will not be reimbursed for any services performed under this Agreement by Consultant or by any authorized subconsultant.

For the purposes of budgeting the items of work identified in Exhibit A, Scope of Work, the maximum allowable billing amounts for each item of work are described in Exhibit C marked, "Cost Proposal." 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 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 County CA's written approval. In no event shall the "not-to-exceed" amount of the Scope of Work be exceeded, nor shall the amounts identified for subconsultants be exceeded, nor shall the total not-to-exceed amount of the Contract be exceeded.

*The following paragraph applies to Agreements exceeding \$150,000.*

Exhibit C, Cost Proposal, is subject to an audit or Certified Public Accountant Indirect Cost Audit Workpaper Review. Exhibit C, Cost Proposal, shall be adjusted by Consultant and approved by County's CA to conform to the Workpaper Review recommendations or audit recommendations. Consultant agrees that individual terms of cost identified in the audit report shall be incorporated into the Agreement by this reference if directed by County, at its sole discretion. Refusal by Consultant to incorporate the Workpaper Review recommendations or audit recommendations will be considered a breach of the Agreement terms and cause for termination of the Agreement.

The total amount for services to be provided under the Scope of Work in accordance with Exhibit A hereto shall not exceed \$\_\_\_\_\_ inclusive of all work of subconsultants and all costs and expenses.

The total amount for all Optional Tasks, if any, which may be assigned in accordance with this Agreement, shall not exceed \$\_\_\_\_\_, inclusive of all Task Orders, all work of subconsultants, and all costs 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 CA 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 work of subconsultants, costs, expenses, and Task Orders shall not exceed \$\_\_\_\_\_.

Itemized invoices shall follow the format specified by County and shall reference this Agreement number and the County-supplied Task Order number, if applicable, on their faces. Consultant shall bill County for only one (1) Task Order per invoice. Consultant shall prepare and submit a fully executed "Final Report – Utilization of Disadvantaged Business Enterprises (DBE), First-Tier Subcontractors" form with its final invoice. Twenty-five percent (25%) of the value of the final invoice shall be withheld until County's receipt and approval of the required DBE form. Consultant's responsibilities for compliance with DBE requirements are more fully described in ARTICLE XXXVIII, Disadvantaged Business Enterprise (DBE) Considerations and in ARTICLE XXXIX, DBE Participation herein.

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 and progress reports 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 deliverables or progress reports are received, or proceed as set forth herein below in ARTICLE XVII, Default, Termination, and Cancellation.

#### **ARTICLE IV**

**Standards for Work:** 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 Project Development Procedures Manual*, the *Caltrans Local Assistance Procedures Manual*, the *El Dorado County Design and Improvements Standards Manual*, the *El Dorado County Drainage 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. Services shall further conform to all State statutes, regulations and procedures (including those set forth in the Caltrans Local Assistance Procedures Manual and the Local Assistance Program Guidelines) relating to federal-aid programs, all Title 23 federal requirements, and all applicable federal laws, regulations and policy and procedural or instructional memoranda.

All of Consultant's services and deliverables must adhere to current County, Caltrans and federal requirements for project development and shall be made available to County and Caltrans for review and approval at the appropriate stages specified in Exhibit A or in Task Orders for Optional Tasks issued pursuant to the Agreement or upon request by County's CA.

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 tasks or items of work assigned. Assistance, cooperation and oversight by County, Caltrans, FHWA or other regulatory agencies will not relieve Consultant of this professional responsibility.

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

## **ARTICLE V**

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

- A. The plan shall establish a process whereby calculations and plans are independently checked, corrected and back-checked, all draft and final reports are reviewed for accuracy, completeness, and readability before submittal, and all job-related correspondence and memoranda are routed and received by affected persons and then filed in the appropriate item of work Project file.

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

County's CA 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 written progress reports to County's CA 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 CA 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 County's CA. Separate detail shall be provided for each ongoing item of work or Task 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, the anticipated tasks, work and deliverables proposed for the subsequent reporting, a discussion of any Project issues, recommendations to address the issues, percent of contract completed that month and any necessary updates to the Project. Consultant shall complete Project schedule updates and shall submit them quarterly to County's CA.

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 certified or 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 certificates and licenses in good standing throughout the term of this Agreement.

## **ARTICLE VIII**

**Ownership of Data:** Upon completion or earlier termination of all services under this Agreement, or upon the completion or earlier termination of services provided in accordance with individual Task 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 written authorization from County's CA. 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 IX**

**Consultant's Project Manager:** Consultant designates (Consultant's Name), (Consultant's Title), as its Project Manager for this Agreement. Consultant's Project Manager, or County-approved designee, shall be accessible to County's CA, or designee, during normal County working hours and shall respond within twenty-four (24) hours to County inquiries or requests. Consultant's Project Manager shall be responsible for all matters related to Consultant's personnel, operations and any subconsultants authorized under this Agreement including, but not limited to (1) assigning qualified personnel to perform the required work and to prepare the deliverables required by the individual Task Orders issued pursuant to this Agreement; (2) reviewing, monitoring, training and directing Consultant's personnel and any subconsultants authorized herein; and (3) providing qualified and appropriate traffic control services for field work. Project Manager must be a registered engineer in the State of California.

## **ARTICLE X**

**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 CA.

#### **ARTICLE XI**

**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 XII**

##### **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 County's CA's written permission.
- E. All information related to any construction estimates prepared or otherwise obtained in the performance of this Agreement is confidential, and shall not be disclosed by Consultant to any entity other than to County.

- F. Any non-final or draft administrative reports, studies, materials and documentation, including but not limited to, all environmental documents and any Project Report (PR), relied upon, produced, created or utilized for any items of work performed under this Agreement shall be held in confidence pursuant to Government Code §6254.5(e) until release in accordance with CEQA. County and Consultant agree that such material will not be distributed, released or shared with any other organization, person or group other than County's and Consultant's employees and agents whose work requires that access.
- G. Any subcontract entered into as a result of this Agreement shall contain all of the provisions of this Article.

### **ARTICLE XIII**

**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 hereto and the specific subconsultants authorized in individual Task Orders issued pursuant to this Agreement, for the specific tasks, items of work, and deliverables identified therein or as identified in the individual Task Orders. 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.

Any subcontract entered into as a result of this Agreement shall contain all of the provisions stipulated in this Agreement to be applicable to subconsultants.

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

### **ARTICLE XIV**

**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, 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 XV**

**Prevailing Wage:** County requires Consultant's services on public works projects involving local, state, and federal funds to which prevailing wage requirements may apply. As a consequence, Consultant and any subconsultants authorized pursuant to this Agreement 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 and its subconsultants 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 Department of Transportation. 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 and any authorized subconsultants 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 all subconsultants authorized under this Agreement shall also conform to and be bound by the provisions of Labor Code Sections 1810 through 1815.

As required under the provisions of Labor Code Section 1776, Consultant and all subconsultants authorized under this Agreement shall keep accurate payroll records. Certified copies of all payroll records shall be made available for inspection at all reasonable hours at Consultant's principal office.

## **ARTICLE XVI**

**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 XVII**

### **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 or any Task Order issued pursuant to 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 not-to-exceed amount of the Task Order or the total amount of the contract, 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 XVIII**

**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

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

With a Copy to:

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

Attn.: Janel Gifford, P.E.  
Office Engineer/Contract Services Unit

or to such other location as County directs.

Notices to Consultant shall be addressed as follows:

Consultant Name  
Consultant Address  
City, State, and Zip Code

Attn.: Consultant Name and Title

or to such other location as Consultant directs.

#### **ARTICLE XIX**

**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 XX**

**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 \$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 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 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 all general and excess liability insurance policies.
- 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.

In addition, 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.

#### **ARTICLE XXI**

**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 XXII**

**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, any subconsultants authorized herein nor any firm affiliated with Consultant will bid on any construction contract or construction subcontracts for any construction project resulting from work assigned under this Agreement. An affiliated firm is one which is subject to the control of the same persons through joint-ownership, or otherwise. Additionally, Consultant certifies that no person working under this Agreement is also employed by the construction contractor for any Project included within this Agreement.

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.

Any subcontract in excess of \$25,000 entered into as a result of this Agreement shall contain all of the provisions of this Article.

#### **ARTICLE XXIII**

**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 XXIV**

**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 Data Record Form with County.

#### **ARTICLE XXV**

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

#### **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**

**Compliance with Federal, State and Local Agency Requirements:** County is relying on federal assistance or grants, state funds and on local agency or other grant funds for all or a portion of the funding for the services to be provided herein. As a requirement of County's use of federal, state and local agency grant funds, County is required to comply with certain contracting requirements and to extend those requirements to all third party contracts. Consultant shall comply with all applicable provisions of federal, state and local agency regulations, including those required by Federal Highway Administration (FHWA) grant funding requirements, regulations, and related executive orders regarding the use, expenditure, control, reporting, allowable costs and management of such funds. The following Office of Management and Budget (OMB) Circulars, as applicable, and as implemented by various parts of the Code of Federal Regulations (CFR), are incorporated by reference and made a part of this Agreement:

*2 CFR Part 225, "Cost Principles for State, Local, and Indian Tribal Governments (formerly OMB Circular A-87)"*

*Circular A-133, revised June 26, 2007, "Audits of States, Local Governments, and Non-Profit Organizations"*

Copies of the OMB Circulars are available on the Internet at:

<http://www.whitehouse.gov/omb/circulars/index.html>.

Failure of Consultant to comply with any federal, state or local agency provision may be the basis for withholding payments for charges made by Consultant and for such other remedies as may be appropriate including termination of this Agreement. Consultant shall further comply with any flow-down or third-party contracting provisions which may be required under the federal, state or local agency regulations and which may apply to Consultant's subcontracts, if any, associated with this Agreement.

## **ARTICLE XXVIII**

**Working Office:** Consultant shall establish a working office at a place acceptable to County. The parties hereto acknowledge and agree that Consultant's office located at (Consultant's Address) is acceptable to County.

## **ARTICLE XXIX**

**Cost Principles:** The Federal Acquisition Regulations in Title 48, CFR, Part 31 et seq. are the governing factors regarding allowable elements of cost for all services to be performed under this Agreement.

- A. Consultant shall comply with 2 CFR Part 225, Cost Principles for State and Local Governments, and with federal administrative procedures pursuant to 49 CFR, Part 18, Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments, and 49 CFR, Chapter 1, Parts 31 et seq., Federal

Acquisition Regulations System, insofar as those regulations may apply to Consultant. This provision shall apply to every sub-recipient receiving funds as a Consultant or subconsultant under this Agreement.

- B. Any expenditures for costs for which Consultant has received payment or credit that are determined by subsequent audit to be unallowable under 2 CFR Part 225, 48 CFR, Parts 31 et seq. or 49 CFR, Part 18 are subject to repayment by Consultant to County.
- C. Travel and subsistence (per diem) reimbursements, if applicable, and third-party contract reimbursements to subconsultants will be allowable as Project costs only after those costs are incurred and paid for by Consultant.
- D. Notwithstanding any other provision of this Agreement to the contrary, payments to Consultant for travel and subsistence (per diem) and mileage expenses, if applicable, for Consultant's staff or for subconsultants claimed for reimbursement shall not exceed the lesser of (1) the rates to be paid to County employees under the current Board of Supervisors Travel Policy in effect at the time the expenses are incurred; or (2) the rates authorized to be paid to rank and file state employees under the then current State Department of Personnel Administration (DPA) rules. If the rates invoiced are in excess of these authorized rates, then Consultant is responsible for the cost difference and any overpayments shall be reimbursed to County upon demand. For the purposes of this Agreement, only mileage expenses shall be eligible for reimbursement in accordance with ARTICLE III, Compensation for Services above. No reimbursements for travel and subsistence (per diem) expenses for Consultant or subconsultants shall be allowed.
- E. Consultant and its subconsultants shall establish and maintain accounting systems and records that properly accumulate and segregate funds received under this Agreement by line item. The accounting systems of Consultant and all subconsultants shall conform to Generally Accepted Accounting Principles (GAAP), shall enable the determination of incurred costs at interim points of completion, and shall provide support for reimbursement of payment vouchers or invoices.

### **ARTICLE XXX**

**Audit and Inspection of Records:** Consultant shall maintain and make available to the FHWA, the State, the California State Auditor, and County or to any duly authorized representative of the United States Department of Transportation, Comptroller General of the United States, or County all books, documents, papers, job cost records, detailed cost estimates, claims, and accounts, including payment, property, payroll, personnel, subconsultant records, and financial records related to or which arise out of the work or under terms of this Agreement. Consultant shall maintain such books, records, data and documents in accordance with generally accepted accounting principles and in accordance with the provisions of ARTICLE XXVII, Compliance with Federal, State and Local Agency Requirements and ARTICLE XXIX, Cost Principles above. These books, papers, records, claims and accounts shall be made available for examination during normal business hours

and shall be readily available and accessible at Consultant's principal place of business in California, for audit during normal business hours at such place of business. Consultant shall provide office space, photocopies and other assistance to enable audit or inspection representatives to conduct such audits or inspections. This right to audit books and records directly related to this Agreement shall also extend to all subconsultants authorized under this Agreement. Consultant shall incorporate this provision in any subcontract entered into as a result of this Agreement and shall require its subconsultants to agree to cooperate with the listed agencies by making all appropriate and relevant Project records available to those agencies for audit and copying.

#### **ARTICLE XXXI**

**Record Retention:** All of Consultant's books, papers, job cost records, detailed cost estimates, claims, and accounts, including payment, property, payroll, personnel, subconsultant records, and financial records related to or which arise out of the work or under terms of this Agreement shall be retained for access, inspection and/or audit by the United States Department of Transportation, the FHWA, Comptroller General of the United States, the State, the California State Auditor and County or their duly authorized representatives for at least four (4) years after County's final payment to Consultant under this Agreement. Consultant shall incorporate this provision in any subcontract entered into as a result of this Agreement.

#### **ARTICLE XXXII**

**Covenant Against Contingent Fees:** By executing this Agreement, Consultant warrants that it has not employed or retained any company or person, other than a bona fide employee working for Consultant, to solicit or secure this Agreement, and that it has not paid or agreed to pay any company or person, other than a bona fide employee, any fee, commission, percentage, brokerage fee, gift, or any other consideration, contingent upon or resulting from the award or formation of this Agreement. For breach or violation of this warranty, County shall have the right to annul this Agreement without liability or at its discretion to deduct from the Agreement price or consideration, or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift or contingent fee. The parties hereto have acknowledged this covenant against contingent fees and Consultant has duly executed Exhibit E, marked "Certification of Consultant," and County has duly executed Exhibit F, marked "Certification of Local Agency," both of which exhibits are incorporated herein and made by reference a part hereof.

#### **ARTICLE XXXIII**

**Design Standards:** Consultant shall perform all services under this Agreement in conformance with applicable federal, state and local design standards or other standards for work performance stipulated in ARTICLE IV, Standards for Work above or in the individual Task Orders issued pursuant to this Agreement.

#### **ARTICLE XXXIV**

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

#### ARTICLE XXXV

**Patent Rights:** Applicable patent rights provisions described in 41 CFR 1-9.1 regarding rights to inventions are hereby included in this Agreement as applicable. Consultant shall incorporate this provision in its subcontracts, if any, in excess of \$25,000.

#### ARTICLE XXXVI

**Copyrights:** County may permit copyrighting reports or other Agreement products. If copyrights are permitted, the FHWA and State shall have the royalty-free non-exclusive and irrevocable right to reproduce, publish, or otherwise use, and to authorize others to use, the work for government purposes. Consultant shall incorporate this provision in its subcontracts, if any, in excess of \$25,000.

#### ARTICLE XXXVII

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

#### ARTICLE XXXVIII

**Disadvantaged Business Enterprise (DBE) Considerations:** Consultant must give consideration to DBE firms as specified in 23 CFR 172.5(b) and in Appendix A to Part 26 of 49 CFR. Consultant shall ensure that certified DBE firms have the opportunity to participate in the performance of this Agreement and Consultant shall take all necessary and reasonable steps for such assurance. If this Agreement has an Underutilized DBE (UDBE) goal, Consultant must meet the UDBE goal by using certified UDBEs as subconsultants or document a good faith effort to meet the goal. **For the purposes of this Agreement, the UDBE goal shall be 5.70%.**

#### ARTICLE XXXIX

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

- A. This Agreement is subject to 49 CFR, Part 26 entitled "Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs." It is the policy of County that certified DBE firms shall have the maximum opportunity to participate in the performance of agreements financed in whole or in part with federal funds. Consultant shall ensure that certified DBE firms, as defined in the Code of Federal Regulations, have the maximum opportunity to participate in the performance of this Agreement and shall take all necessary and reasonable steps, as set forth in said Part 26, for such assurance. Consultant, if it obtains DBE participation on this Agreement, will assist Caltrans in meeting its federally mandated statewide overall DBE goal. A "Local Agency Proposer-DBE Information (Consultant Contracts)" form shall be completed by Consultant and submitted upon contract execution.

Consultant shall prepare and submit a fully-executed "Final Report – Utilization of Disadvantaged Business Enterprises (DBE), First-Tier Subconsultants" form with its final invoice. Both the Local Agency Proposer DBE Information (Consultant

Contracts) form and Final Report – Utilization of Disadvantaged Business Enterprises (DBE), First-Tier Subconsultants form are attached hereto as Exhibit G and are incorporated herein and made by reference a part hereof.

- B. DBE and other small businesses, as defined in 49 CFR, Part 26 are encouraged to participate in the performance of agreements financed in whole or in part with federal funds. Consultant, subrecipient or subconsultant shall not discriminate on the basis of race, color, national origin, or sex in the performance of this Agreement. Consultant shall carry out applicable requirements of 49 CFR, Part 26 in the award and administration of US DOT-assisted agreements. Failure by Consultant to carry out these requirements is a material breach of this Agreement, which may result in the termination of this Agreement or such other remedy as County deems appropriate.
- C. Any subcontract entered into as a result of this Agreement shall contain all of the provisions of this Article.

## **ARTICLE XL**

### **Nondiscrimination:**

- A. During the performance of this Agreement, Contractor and its subcontractors shall not unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of sex, race, color, ancestry, religious creed, national origin, physical disability (including HIV and AIDS), mental disability, medical condition (e.g., cancer), age (over 40), marital status, and denial of family care leave. Contractor and subcontractors shall insure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. Contractor and subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code §12990 (a-f) et seq.) and the applicable regulations promulgated thereunder (California Code of Regulations, Title 2, Section 7285 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code Section 12990 (a-f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations, are incorporated into this Agreement by reference and made a part hereof as if set forth in full. Contractor and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other Agreement.
- B. Contractor shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under the Agreement.
- C. The Congress of the United States, the Legislature of the State of California and the Governor of the State of California, each within their respective jurisdictions, have prescribed certain nondiscrimination requirements with respect to contract and other work financed with public funds. Consultant agrees to comply with the requirements of Exhibit H, marked "Fair Employment Practices Addendum" and the requirements of Exhibit I, marked "Nondiscrimination Assurances," including Appendices A

through D to Exhibit I, both of which exhibits and the four Appendices to Exhibit I are incorporated herein and made by reference a part hereof. Consultant further agrees that any agreement entered into by Consultant with a third party for the performance of Project-related work shall incorporate Exhibits H and I and Appendices A through D to Exhibit I as essential parts of such agreement to be enforced by that third party as verified by County.

- D. Consultant's signature executing this Agreement shall provide any certifications necessary under the federal laws and the laws of the State of California, including but not limited to Government Code Section 12990 and Title 2, California Code of Regulations, Section 8103.

#### **ARTICLE XLII**

**Compliance with Disability Acts:** Consultant shall comply with: (a) Section 504 of the Rehabilitation Act of 1973 which prohibits discrimination on the basis of disability in federally assisted programs; (b) the Americans with Disabilities Act (ADA) of 1990 which prohibits discrimination on the basis of disability irrespective of funding; and (c) all applicable regulations and guidelines issued pursuant to both the Rehabilitation Act and the ADA.

#### **ARTICLE XLIII**

##### **Debarment and Suspension Certification:**

- A. Consultant's signature affixed herein, shall constitute a certification under penalty of perjury under the laws of the State of California, that Consultant has complied with Title 2, Code of Federal Regulations, Part 1200, Debarment and Suspension Certificate, which certifies that it or any person associated therewith in the capacity of the owner, partner, director, officer or manager, is not currently under suspension, debarment, voluntary exclusion or determination of ineligibility by any federal agency; has not been suspended, debarred, voluntarily excluded or determined ineligible by any federal agency within the past three (3) years; does not have a proposed debarment pending; and has not been indicted, convicted or had a civil judgment rendered against it by a court of competent jurisdiction in any manner involving fraud or official misconduct within the past three (3) years. Any exceptions to this certification must be disclosed to County.
- B. Exceptions will not necessarily result in denial of recommendation for award, but will be considered in determining Consultant responsibility. Disclosures must indicate to whom exceptions apply, initiating agency and dates of action.
- C. Consultant agrees to include this Article without modification in all subcontracts.

#### **ARTICLE XLIV**

##### **Prohibition of Expending County, State or Federal Funds for Lobbying:**

- A. Consultant, by its signature herein, certifies to the best of its knowledge and belief that:

1. No state, federal or County appropriated funds have been paid, or will be paid by-or-on behalf of Consultant to any person for influencing or attempting to influence an officer or employee of any state or federal agency; a Member of the State Legislature or United States Congress; an officer or employee of the Legislature or Congress; or any employee of a Member of the Legislature or Congress, in connection with the awarding of any state or federal contract; the making of any state or federal grant; the making of any state or federal loan; the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any state or federal contract, grant, loan, or cooperative agreement.
  2. If any funds other than federal appropriated funds have been paid, or will be paid to any person for influencing or attempting to influence an officer or employee of any federal agency; a Member of Congress; an officer or employee of Congress, or an employee of a Member of Congress; in connection with this federal contract, grant, loan, or cooperative agreement; the Consultant shall complete and submit "Standard Form-LLL, Disclosure of Lobbying Activities," in accordance with its instructions which form and instructions are attached hereto as Exhibit J and are incorporated herein and made by reference a part hereof.
- B. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.
- C. Consultant also agrees by signing this document that it shall require that the language of this certification be included in all lower-tier subcontracts, which exceed \$100,000, and that all such subrecipients shall certify and disclose accordingly.

#### **ARTICLE XLIV**

##### **Disputes:**

- A. Any dispute, other than audit, concerning a question of fact arising under this Contract that is not disposed of by agreement shall be decided by a committee consisting of County's CA and the Interim Director of Transportation, or designee, which may consider written or verbal information submitted by Consultant.
- B. Not later than thirty (30) days after completion of all work under any individual Task Order issued pursuant to this Agreement, Consultant may request review by the Interim Director of Transportation of unresolved claims or disputes, other than audit. The request for review will be submitted in writing.

- C. Neither the pendency of a dispute, nor its consideration by the committee will excuse Consultant from full and timely performance in accordance with the terms of this Contract.
- D. Consultant's failure to follow this dispute resolution procedure shall constitute a waiver of such claims and a bar to further proceedings.

#### **ARTICLE XLV**

##### **Audit Review Procedures:**

- A. Any dispute concerning a question of fact arising under an interim or post audit of this contract that is not disposed of by agreement, shall be reviewed by County's Chief Fiscal Officer.
- B. Not later than thirty (30) days after issuance of the final audit report, Consultant may request a review by County's Chief Fiscal Officer of unresolved audit issues. The request for review shall be submitted by Consultant in writing.
- C. Neither the pendency of a dispute nor its consideration by County shall excuse the Consultant from full and timely performance, in accordance with the terms of this contract.

#### **ARTICLE XLVI**

**Inspection of Work:** Consultant and any subconsultants authorized herein shall permit County, the State and the FHWA if federal participating funds are used in this Contract to review and inspect the Project activities and files at all reasonable times during the performance period of this Contract, including review and inspection on a daily basis.

#### **ARTICLE XLVII**

##### **Safety:**

- A. Consultant shall comply with OSHA regulations applicable to Consultant regarding necessary safety equipment or procedures. Consultant shall comply with safety instructions issued by County's Safety Officer and other County representatives. Consultant's personnel and any subconsultants authorized herein shall wear hard hats and safety vests at all times while working on construction Project sites.
- B. Pursuant to the authority contained in Section 591 of the Vehicle Code, County has determined that there are areas that may be within the limits of certain Projects that are open to public traffic. Consultant shall comply with all of the requirements set forth in Divisions 11, 12, 13, 14 and 15 of the Vehicle Code. Consultant shall take all reasonably necessary precautions for safe operation of its vehicles and the protection of the traveling public from injury and damage from such vehicles.
- C. Consultant must have a Division of Occupational Safety and Health (CAL-OSHA) permit(s), as outlined in California Labor Code Sections 6500 and 6705, prior to the



initiation of any practices, work, method, operation, or process related to the construction or excavation of trenches which are five (5) feet or deeper.

- D. Any subcontract entered into as a result of this Agreement, shall contain all of the provisions of this Article.

#### **ARTICLE XLVIII**

##### **Claims Filed by County's Construction Contractors:**

- A. If claims are filed by County's construction contractors relating to work performed by Consultant's personnel or subconsultants, and additional information or assistance from Consultant's personnel or subconsultants is required in order to evaluate or defend against such claims, Consultant agrees to make its personnel and/or subconsultants available for consultation with County's construction contract administration and legal staff and for testimony, if necessary, at depositions and at trial or arbitration proceedings.
- B. Consultant's personnel and subconsultants that County considers essential to assist in defending against construction contractor claims will be made available on reasonable notice from County. Consultation or testimony will be reimbursed at the same rates that are being paid for Consultant's personnel services under Exhibit B hereto.
- C. Services of Consultant's personnel or subconsultants in connection with County's construction contractor claims will be performed pursuant to a written contract amendment, if necessary, extending the termination date of this Agreement in order to finally resolve the claims.
- D. Any subcontract in excess of \$25,000 entered into as a result of this Agreement shall contain all of the provisions of this Article.

#### **ARTICLE XLIX**

**National Labor Relations Board Certification:** In accordance with Public Contract Code Section 10296, Consultant hereby states under penalty of perjury that no more than one final unappealable finding of contempt of court by a federal court has been issued against Consultant within the immediately preceding two-year period, because of Consultant's failure to comply with an order of a federal court that orders Consultant to comply with an order of the National Labor Relations Board.

#### **ARTICLE L**

**Evaluation of Consultant:** Consultant's performance will be evaluated by County. A copy of the evaluation will be sent to Consultant for comments. The evaluation together with the comments shall be retained as part of the contract record.

#### **ARTICLE LI**

**Rebates, Kickbacks or Other Unlawful Consideration:** Consultant warrants that this Contract was not obtained or secured through rebates kickbacks or other unlawful

consideration, either promised or paid to any County employee. For breach or violation of this warranty, County shall have the right in its discretion; to terminate the Contract without liability; to pay only for the value of the work actually performed; or to deduct from the contract price; or otherwise recover the full amount of such rebate, kickback or other unlawful consideration.

## **ARTICLE LII**

**Contracting with Small and Minority Firms and Women's Business Enterprises:** It is a national policy to award a fair share of contracts to small and minority business firms. County is strongly committed to the objectives of this policy and encourages all Consultants to take affirmative steps to ensure such fairness.

1. Consultant shall take all necessary affirmative steps to assure that minority firms, and women's business enterprises are used when possible.
2. Affirmative steps shall include:
  - (a) Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
  - (b) Assuring that small and minority businesses and women's business enterprises are solicited whenever they are potential sources;
  - (c) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority business and women's business enterprises;
  - (d) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority business and women's business enterprises;
  - (e) Using the services and assistance of the Small Business Administration, and the Minority Business Development Agency of the Department of Commerce as appropriate, and
  - (f) Requiring the prime consultant, if subcontracts are to be let, to take the affirmative steps listed in 2 (a) through (e) above.

## **ARTICLE LIII**

### **Equipment Purchase**

- A. Prior authorization in writing, by County's CA shall be required before Consultant enters into any unbudgeted purchase order, or subcontract exceeding \$5,000 for supplies, equipment, or Consultant services. Consultant shall provide an evaluation of the necessity or desirability of incurring such costs.

- B. For purchase of any item, service or consulting work not covered in Consultant's Cost Proposal and exceeding \$5,000, prior authorization by County's CA is required; three (3) competitive quotations must be submitted with the request, or the absence of bidding must be adequately justified.
- C. Any equipment purchased as a result of this Agreement is subject to the following: "The Consultant shall maintain an inventory of all nonexpendable property. Nonexpendable property is defined as having a useful life of at least two (2) years and an acquisition cost of \$5,000 or more. If the purchased equipment needs replacement and is sold or traded in, County shall receive a proper refund or credit at the conclusion of the Agreement, or if the Agreement is terminated, Consultant may either keep the equipment and credit County in an amount equal to its fair market value, or sell such equipment at the best price obtainable at a public or private sale, in accordance with established County procedures; and credit County in an amount equal to the sales price. If Consultant elects to keep the equipment, fair market value shall be determined at Consultant's expense, on the basis of a competent independent appraisal of such equipment. Appraisals shall be obtained from an appraiser mutually agreeable to by County and Consultant, if it is determined to sell the equipment, the terms and conditions of such sale must be approved in advance by the County." 49 CFR, Part 18 requires a credit to Federal funds when participating equipment with a fair market value greater than \$5,000.00 is credited to the Project.
- D. All subcontracts in excess of \$25,000 shall contain the above provisions.

#### **ARTICLE LIV**

**Environmental Compliance:** Consultant shall comply with all applicable standards, orders, or requirements issued under Section 306 of the Clean Air Act (42 U.S.C. 1857(h)); Section 508 of the Clean Water Act (33 U.S.C. 1368); Executive Order 11738; Environmental Protection Agency regulations (40 CFR Part 15); and mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163, 89 Stat. 871).

#### **ARTICLE LV**

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

#### **ARTICLE LVI**

**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 LVII**

**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 LVIII**

**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: \_\_\_\_\_ Dated: \_\_\_\_\_  
Matthew D. Smeltzer, P.E.  
Deputy Director, Engineering  
Engineering Division  
Department of Transportation

**Requesting Department Concurrence:**

By: \_\_\_\_\_ Dated: \_\_\_\_\_  
Kimberly A. Kerr, Interim Director  
Director of Transportation

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

-- COUNTY OF EL DORADO --

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

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

Board of Supervisors  
"County"

Attest:  
Terri Daly  
Acting Clerk of the Board of Supervisors

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

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

Deputy Clerk

-- CONSULTANT --

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

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

Name  
Title  
"Consultant"

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

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

Name  
Corporate Secretary

## Scope of Work

The CH2M HILL team approach and management plan proposed for the Mt. Murphy Road Bridge Project is based on a proven management system developed to enhance communication between the County of El Dorado Department of Transportation (CEDDOT), CH2M HILL, Caltrans, and the El Dorado County Transportation Commission (EDCTC).

The CH2M HILL team scope of work outlines the key tasks and subtasks that are critical to the successful development of the Mt. Murphy Road Bridge Project. The work plan follows the RFP task framework.

Task 1—Review of Existing Plans and Requirements

Task 2—Kick-off Meeting

Task 3—Public Outreach and Education

Task 4—Project Area Mapping

Task 5—Field Review

Task 6—Engineering

Task 7—Develop Project Alternatives

Task 8—Environmental Inventory

Task 9—Cost Estimates

Task 10—Value Engineering Matrix Evaluation

Task 11—Draft Report Preparation

Task 12—Draft Report Review

Task 13—Final Report

Task 14—Periodic Updates

Task 15—Project Meetings

*CH2M HILL's management approach promotes technical innovation combined with the strong project management capabilities of Ms. Bonneau and Mr. Strandgaard.*

### Task 1: Review of Existing Plans and Requirements

CH2M HILL will coordinate with project stakeholders to identify and collect data relevant to the project. The CH2M HILL team has already reviewed the Bridge Record Plans, Caltrans Bridge Inspection Reports, the Marshall Gold Discovery State Historic Park General Plan, available Records of Survey and the County of El Dorado 2004 General Plan to ensure consistency with guidance and policy that is applicable to this transportation facility. CH2M HILL will conduct a review of the background information associated with the project, including any other reports and studies that may be recommended by project stakeholders such as any hydrologic and hydraulic data for the South Fork of the American River, existing as-built drawing of existing street improvements, utilities, drainage systems, and other features within the project area that may be impacted by the proposed improvements. To do so efficiently, CH2M HILL staff will meet with representatives from appropriate jurisdictional agencies.

Deliverables:

- Technical Memorandum #1: Background Information, which will include the document summaries and notes from stakeholder discussions. This memorandum will be no more than five pages.

Assumptions:

- The CEDDOT, EDCTC, El Dorado Irrigation District, and Caltrans will provide hard copies of requested information.

### Task 2: Kick-Off Meeting

Following Notice to Proceed, the CH2M HILL team will conduct a project kick-off meeting with the CEDDOT and agency stakeholders. Team organization, design schedule, project goals, critical activities, data needs, and project deliverables will be discussed and documented. A key goal of the meeting will be to solicit team member feedback on the planned project approach and obtain County endorsement on the details of the work plan. Subconsultants WRECO, MacDonald Architects and ICF will attend the Project kick-off meeting.

Deliverables:

- One kick-off meeting with the CEDDOT, EDCTC, Caltrans representatives, CH2M HILL team; prepare meeting agenda and notes.

**Draft Purpose and Need**

The project team working with the PDT and the SAC will develop a draft Purpose and Need Statement. The statement will clarify the expected outcome of the project and set the stage for consideration of the project alternatives. It will define the issues that the project is intended to address, justify the need for the project, and the goals and objectives that will guide project solutions.

**Develop Design Criteria Memorandum**

Developing preliminary design criteria for the project will be important for the team to be able to develop viable alternatives. The design criteria will include bridge clear width, design speed, seismic requirements, emergency vehicle loading, scour requirements as well as required minimum widths. The memo will document the review and evaluation of relevant design standards from various sources and to determine the appropriate design criteria for the development of the project alternatives. Our team will meet with the County, Caltrans and State Parks to obtain endorsement of the Design Criteria.

Deliverables:

- Draft Purpose and Need Statement
- Project Design Standards and Criteria

**Task 3: Public Outreach and Education**

Public outreach and educating the general public is critical to the success of selecting a solution that will address the transportation needs and be responsive to the community’s values. CH2M HILL understands that the Stakeholder Advisory Committee (SAC) and the general public are very interested and will be actively engaged in helping to determine the ultimate solution to this river crossing project. To facilitate this involvement we will engage the SAC in at least 4 meetings during project development. Our plan for each of these meetings is described in detail in our Project Approach in Tab 6.

Two public meetings will be scheduled in the community. One meeting will be conducted early in the process to introduce the project, provide education on the goals and objectives, existing conditions and to present the summary of the first SAC meeting discussion about project context. We will ask for initial public input from the local community that will benefit from this project. A second meeting will be held once we have determined a preferred solution with the SAC. This meeting will be the presentation of the content in the draft Project Study Report. The schedule of these public meetings will be coordinated with the County.

A public notice in the local newspaper will be used to announce the public meetings. Additionally, a flyer or fact sheet will be developed to summarize the project status and announce the public meeting. This flyer/fact sheet will be sent to the project mailing list. If the County does not have an existing mailing list, we may be able to obtain EDCTC’s mailing list from the SR 49 Realignment Study. SAC members also will be contacted via email. Approximately eight exhibit boards will be developed for each meeting to summarize the project, conditions, and process. The exhibit boards and fact sheet will serve as visual aids and will be easy-to-read materials that facilitate understanding and encourage involvement.



**Our interactive approach to public outreach is collaborative and educational for the community.** *Camino Corridor PSR Open House.*



**Local experience on major projects is key to leading the team to success.** *Watt Avenue/US-50 Improvement—Open House November 12, 2008*

We will develop information to be placed on the County’s website for ongoing access to the project progress for the general public. This information will consist of project milestones, graphics depicting proposed solutions, and information about past and upcoming meetings.

## Deliverables:

- Two fact sheets/flyers printed and mailed to 200-person mailing list; email to SAC; public notice to local publication; eight exhibit boards (approx 120" x 108") for two open houses. Four SAC meeting agenda/summaries. Graphics and displays to communicate project concepts to the SAC.

**Task 4: Project Area Mapping (Optional and not priced)**

CH2M HILL understands from the RFP and Addendum I, that the County has both surveys and mapping for the project area. We also understand that the County may utilize their own surveyors to provide missing survey information. Under this task CH2M HILL will evaluate the County provided survey and mapping information to determine its adequacy for the project. We will also develop a survey needs request should it be determined that the existing surveys or mapping is inadequate.

## Deliverables:

- Survey Data Request for Project

In case the County is unable to provide adequate mapping or survey information, or if the County is unable to provide it in a timely fashion, the following scope of work can be performed by our subconsultant, Critigen, through a change order to the contract.

**Surveying (Optional and not priced)**

Perform project control surveys, topographic surveys for design, and surveys to support existing right of way base map development.

**Control Monument Survey (Optional and not priced)**

All field survey tasks will require project survey control monuments to be set at the project location. We will conduct field and office survey tasks to establish at least three (3) project survey control monuments at the project site. The control monuments will be semi-permanent in nature and set in locations that probably will not be disturbed during bridge construction. Control monuments may be existing property monuments. Control monuments will be located using static or RTK GPS and digital levels or total station methodology.

The control survey will meet or exceed 0.02-foot horizontal and 0.01' vertical local accuracy at the 95% confidence level and a 5 cm horizontal network accuracy.

Our team will also conduct field and office survey tasks to establish other auxiliary survey control monuments as needed. The auxiliary monuments will be to any accuracy needed for the intended survey tasks.

The horizontal project datum will be the California Coordinate System, Zone 2, NAD83, Epoch 2010, based on GPS static observation of the Continuously Operating Receiver Stations (CORS) network and reduced via the National Geodetic Survey's (NGS) Online Positioning User Service (OPUS).

The vertical project datum will be the NAVD 88 datum based on a National Geodetic Survey listed High Precision Geodetic Network (HPGN) monument HPGN D CA 03 AB. The HPGN monument will be tied to the project control using static GPS observations. It is believed that the HPGN monument still exists. It was last reported in 2005. If it does not exist or has been disturbed, then another method will be used to obtain an elevation.

Because of the low volume of traffic on Mt. Murphy Road, it is assumed that traffic control will not be needed and that signs will be sufficient.

## Deliverables:

- A Project Control Survey Report' that states the personnel, equipment, methods, and results of the control survey signed by the land surveyor in responsible charge.
- A listing of all used and newly established control monuments in Excel spreadsheet format specifying the ID, coordinates, elevation, physical description, and location of each monument.
- A digital photograph of each new monument.
- An electronic copy of field notes.
- An electronic copy of adjustment results.
- A Microstation drawing showing the locations of the control monuments with a description of each.



## Assumptions:

- A total of three (3) new survey control monuments will be established outside of the future construction zone.
- All control monuments will be established in County road right-of-way and it is assumed that the County will provide a permit to legally enter the right-of-way.
- Each monument will be a 5/8" rebar with a plastic cap, a PK nail (or of similar construction), or an existing monument.

**Design Survey (Optional and not priced)**

It is anticipated that the details of the existing bridge structure, the roadway, and the American River bed will need to be detailed by ground based surveying. This work will be done using Total Station technology or GPS RTK technology.

A survey crew detail the bridge structure, including piers, abutments, bents, beginning of bridge, end of bridge, attached walkways, curbs, drainage structures, piers (locate all corners), exposed footings, and attached utility structures. Each feature will be located and photographed. Data points will be gathered to allow the ground under the existing bridge and within 50 feet of it to be modeled with 1-foot interval contours.

A survey crew will survey the detail of the truss structure of the existing bridge. The survey will locate each end of each truss member. Detail photographic images will be acquired and annotated with the survey data point ID numbers.

A survey crew will survey cross-sections at 10-foot stations for the entire bridge and approach ramp deck. This work will be done using Total Station technology.

A survey crew will run cross-sections at nominally 20-foot intervals on Mt. Murphy Road from 400 feet north of the north end of the bridge to the intersection of State Highway 49. Each cross-section will go from right-of-way fence to right-of-way fence or 75 feet from centerline if no fence exists and include top and flowline of ditches, top of curb, flow line of gutter, edge of pavement, centerline of street, and any other obvious break lines. This work will be done using Total Station technology.

A survey crew will run cross-sections on South Fork of the American River, one section on each side of the bridge parallel with the bridge, and three sections downstream and upstream at 100' intervals. This work will be done using Total Station or GPS RTK technology. The resultant cross-sections are for hydrographic modeling.

## Deliverables:

- An Excel spreadsheet digital file describing each point located with an ID, coordinates, and elevation.
- A digital copy of field notes documenting the each point located.
- A digital photograph of bridge structure elements, roadway elements, the river, and other key locations that may aid the design engineer.

## Assumptions:

- County will provide permit to legally enter right-of-way.
- The County will provide legal access to the South Fork of the American River for surveying purposes.
- Height of overhead utility lines will not be measured.

**Mapping and DTM (Optional and not priced)**

From the ground based survey data points, a 20-scale Digital Terrain Model (DTM) will be produced, and shall generate smoothed line string one-foot contour interval contours from the DTM using commercially available terrain modeling software for each of the project mapping area that is approximately 1000' long by 300' wide, centered about the existing bridge. Spot elevations shall be shown at locations meeting NMAS specifications. The top and bottom contours of all depressions shall contain tick marks pointing inward in the direction of the lower elevation. Mapping files will contain North arrow, grid tics, photo centers, and control point locations. DTM and contour mapping shall meet or exceed National Map Accuracy Standards (NMAS) specifications for 20-scale, one-foot contour interval mapping.

## Deliverables:

- 3D MicroStation file containing 20-scale 1-foot contour topographic mapping for the mapping area as delineated in Figure 1
- Digital InRoads DTM file

## Assumptions:

- Final mapping boundary to be confirmed and will be the basis for the topographic mapping limits
- 3D MicroStation file containing 20-scale 1-foot contour topographic mapping for the mapping area.
- Digital InRoads DTM file

**Right-of-Way Surveying Services (Optional and not priced)**

It is anticipated that additional right-of-way will be needed for this project. We will provide the following surveying services in connection with the right-of-way location and acquisition.

It is assumed that prescriptive rights may exist in the bridge areas and physical evidence of those rights need to be found, documented, evaluated, and mapped. Our team will take special care to search and document any such evidence.

The County conducted a survey and filed a Record of Survey on the lots south of the river to delineate the Mt. Murphy Road right-of-way. We will review the survey. If it is found to be questionable, we will immediately contact CEDDOT to confer about our findings and resolve the issues. Any work beyond conferring with CEDDOT will be additional work.

Once the map of parcels that could potentially be impacted by the project is provided, we will produce the ROW data sheets for each of these parcels, for up to four (4) parcels. If necessary, we will conduct additional research regarding County ROW in the event that prescriptive rights are not mapped.

## Deliverables:

- One (1) Right-of-Way data sheet that meets Caltrans standards, for up to four (4) parcels within the project footprint.

**Research for Survey Documents of Record (Optional and not priced)**

Property boundary and existing easement locations depend on both the physical locations of monuments and other evidence in the field together with written evidence through recorded legal descriptions and other historical evidence in record documents filed and preserved by certain governmental agencies. The agencies may include, but are not limited to, federal agencies, relevant local agencies, such as utility companies and districts, and relevant city, county, and state agencies. The primary repositories is El Dorado County, including the Surveyor's Office and the Recorder's Office.

Research will be conducted to obtain copies of maps and other relevant documents primarily from El Dorado County, but also from other sources as needed. We will conduct this research for the parcels of land adjoining Mt. Murphy Road within the project limits. It is anticipated that this area encompasses at least four (4) parcels of land. It appears that all but one parcel is owned by the State of California.

CH2M HILL will follow leads on possible prescriptive rights, but will limit this activity to 8 hours, mostly telephone calls and emails, in addition to the research cited above. We will not investigate the public's rights to the riparian areas along the river nor the public's rights on Mt. Murphy Road or any other lands in the study area.

We will maintain a "Record Document Database" in Excel spreadsheet format of the documents obtained with the corresponding Assessor's Parcel Numbers and other relevant information.

## Deliverables:

- A digital copy of record survey documents obtained.
- A digital copy of the Record Document Database.

## Assumptions:

- Copies of deed documents including vesting deeds and easement deed, and other non-map documents cited in the title reports will be provided by the title company.

**Search for Boundary and Right-of-Way Evidence and Gather Location Data (Optional and not priced)**

In order to conduct efficient field search, the record data must be analyzed and locations computed from record information for field search for boundary evidence.

We will analyze the record data, including both deed documents and record maps to compute monument search locations. Computed locations and a reconnaissance work plan will be delivered to the field crew conducting the search for boundary evidence.

A professional land surveyor and a field survey crew will be dispatched with a reconnaissance work plan to conduct boundary evidence and existing easement evidence searches. The evidence may consist of survey monuments, fences, and/or occupation lines. Any boundary evidence found will be documented in field notes and photographs. The location of the evidence will be gathered electronically as data points using either GPS or Total Station survey methods.

Any evidence will be searched for during this subtask. If found it will be photographed and the location located.

The surveyors conducting the evidence search and those doing the boundary analysis will communicate with each other often to ensure that all existing evidence to resolve the locations of the parcel boundaries is searched for and documented when found.

**Deliverables:**

- A listing in Excel spreadsheet format of boundary evidence found and specifying the ID, coordinates, physical description, and location of evidence.
- A digital photograph of each piece of boundary evidence.
- An electronic copy of field notes.

**Assumptions:**

- Street monuments will be the primary boundary evidence found. Fence locations will be taken from aerial mapping where access is an issue, if possible.

**Final Boundary Analysis, Narrative, Mapping, Review, and Delivery (Optional and not priced)**

We will tie the boundary monuments shown on the Record of Survey performed by the County and filed in 2006 in Book 29 of Surveys, at Page 3, El Dorado County Records. It purports to show the right-of-way of Mt. Murphy Road south of the river. The monuments and right-of-way lines per the ROS will be shown in a separate "Land Net Drawing".

As part of this effort, we will create and maintain an overall boundary CAD drawing file to be known as the "Land Net Drawing". The file will contain all resolved parcel boundary locations, the location and descriptions of the found evidence upon which the boundary locations are based, record and measured bearings and distances, Assessor's Parcel Numbers (APNs), and parcel owner's names.

During this process, the land surveyor will keep a "Survey Narrative" that will describe the decisions made to resolve the boundary and rights-of-way locations. The Survey Narrative will be reviewed, finalized, sealed and signed the California Professional Land Surveyor in responsible charge.

**Deliverables:**

- An electronic copy of overall resolved parcel boundary CAD drawing file (AutoCAD Civil 3D format) known as the "Land Net Drawing". This will be considered to be a 95% submittal of the Land Net Drawing for each alignment.
- The final Land Net drawing in both electronic formats.
- A survey narrative in hardcopy format sealed and signed by the surveyor in responsible charge.

**Assumptions:**

- As with any boundary surveying, existing evidence may not yield a defensible boundary location or a boundary dispute may exist. In such cases, extra ordinary means may need to be employed to arrive at a resolved and defensible boundary location and a survey map may need to be filed. It is assumed that no such case will be encountered on this project.

**Record of Survey, Descriptions & Exhibits (Optional and not priced)**

CEDDOT may require a new set of right-of-way monuments, prepare right-of-way take descriptions and exhibit maps, and prepare and file a Record of Survey. Because the need and extent of these services are not known at this time, nor what the State's involvement will be, these services are additional services and are not included in this Scope of Work.

## Task 5: Field Review

### Field Visit and Site Reconnaissance

Site review and reconnaissance will be performed with the CEDDOT, EDCTC, Caltrans and other SAC members to identify various issues of concern included, but not limited to:

- Current uses and evidence of past uses of the site and adjacent properties
- Sensitive receptors
- Community drivers
- Circulation
- Local business drivers

Consultant Project Manager, Roadway Lead, Structures Lead, Geotech and Environmental Lead will conduct a field review of the study area along with representatives from CEDDOT, EDCTC, Caltrans (Harminder Bassi and Scott Straub), and the SAC as necessary. Existing conditions and preliminary design assumptions and parameters will be confirmed. CONSULTANT will confer with Caltrans Division of Structures Local Assistance and Caltrans District Local Assistance as necessary to confirm project assumptions and physical project limits for eligible HBP work.

Deliverables:

- Field investigation memorandum identifying the results of the investigation

### Project Safety Plan

CH2M HILL requires that all projects, regardless of size or activities, have written safety plans. These project-specific documents outline how health and safety requirements are administered for each project. The type and complexity of the activities performed on a project dictate the type of written safety plan, additional training or medical surveillance requirements, forms/permits, and self-assessment checklists.

CH2M HILL will implement a comprehensive health and safety program for both CH2M HILL and subcontractor employees participating in field work on this project. The plan will cover the anticipated hazards associated with environmental studies, surveying, and geotechnical drilling activities, and will include information on how site personnel are to protect themselves from onsite hazards. In addition, the Field Safety Instructions will outline what personal protective equipment is required to be worn by site personnel during field work, and will cover incident reporting and emergency procedures. CH2M HILL personnel assigned to perform field work on this project will have been completed basic Health and Safety training requirements which will include 10-hour Construction Awareness and other pertinent safety courses.

All project personnel who will work in the field are required to read, understand, and abide by the requirements identified in the written safety plan.

Deliverables:

- Project Safety Plan

Assumptions:

- Except for the project manager and safety officer, 2 hours are allotted to each employee who will work in the field to review and sign the Field Safety Instructions.

## Task 6: Engineering

The primary goal for this task is to identify and recommend feasible, innovative, cost-effective, and fundable design alternatives for the Mt. Murphy Road Bridge project that will enable funding for the improvements to be secured, obtain geometric approval, and enable project development to advance to type selection and through the final design and right-of-way engineering phases. The following sequence of activities will be needed to support preparation of the PSR:

### Engineering & Project Alternative Development

Up to three alternatives will be developed to a concept level, in order to compare functional performance, cost, constructability, and environmental effect. Preliminary geometric drawings will include horizontal and vertical alignments printed on top of an aerial photo and/or topographic planimetric data at a scale of 1-inch equal to 50-feet. The draft

preliminary geometrics will be submitted for County review and comment and CH2M HILL will incorporate comments into the final preliminary geometrics.

The alternatives will include the information (i.e., typical cross sections, bridge general plan, profiles, superelevations, sidewalks, structure limits, retaining walls, curve data, etc.) necessary for the County to review and understand what is being proposed. The preliminary geometric exhibits developed will clearly show what is proposed.

The PSR will also outline the approach to managing drainage for up to three alternatives. The drainage section of the PSR will describe how drainage will be conveyed and will identify any critical tie-in points to existing drainage systems for each alternative. A preliminary assessment of any drainage system sizing will be conducted but detailed drainage analysis will not be documented.

Deliverables:

The following will be produced for each alternative evaluated:

- A GAD Checklist and Design Criteria
- Layouts (11x17, 50 scale)
- Profiles and Superelevations (11x17, 50 scale)
- Typical Cross Sections
- Bridge Advance Planning Study (11x17 plan sheet for each alternative)
- Traffic Control / Stage Construction
- Right-of-Way requirements
- Preliminary Estimates
- Approximate Quantities
- Preliminary Construction Traffic Control, Traffic Handling, Staging, and Access (100 scale)
- Utility Conflicts

### **Rehabilitation Feasibility**

If rehabilitation of the existing structure remains a viable concept after comparison with replacement alternatives, additional investigation and concept development will be required by CH2M HILL. This investigation and concept development is somewhat different from development of new construction concepts, and is described in the following optional task.

### **Existing Bridge Investigation(Optional and not priced)**

We can create as-built drawings for the existing truss and perform analysis and identify the controlling bridge elements. Detailed evaluation of non-controlling components will be deferred to a final design phase. CH2M HILL shall perform inspection of the existing controlling components utilizing a National Bridge Inspection System (NBIS) certified bridge safety inspector/team leader. The inspection shall be performed to NBIS standards and will involve the use of ladders for access. Inspections shall be performed with intent to determine the physical and functional condition of the truss; to form the basis for the evaluation and load rating of the bridge, as well as analysis for proposed pedestrian loadings; to generate cost estimates for maintenance/retrofit actions; to provide a record of the current bridge condition; and to establish priorities for repair and rehabilitation. The results of the inspection shall be summarized in a technical memorandum. NBIS formatting and coding will not be used, as this information will not be uploaded to the NBIS database. Investigation is expected to include the following activities:

**Truss Members:** Truss members will be inspected to identify member size and to determine the extent of corrosion loss. Particular attention will be paid to pack rust at connections. The initial evaluation of the structure will be based on probable material properties.

**Floor Beams:** Floor beams will be inspected to determine the extent of corrosion loss. Particular attention will be paid to pack rust at connections.

Deliverables:

- Bridge as-built drawings

- Technical Memorandum summarizing the results of the inspection, one electronic PDF file of draft and final Memorandum.

### **Transportation Management Plan**

A Transportation Management Plan (TMP) will be required for the project, to establish whether significant traffic delays are expected as a result of the project. Factors involved in this assessment will include traveler and worker safety, public outreach, expected delays, availability of detours and alternate routes, and duration of construction activities. We assume that the Caltrans traffic data will be available for our use in making these determinations. Due to the low traffic volume on Mt. Murphy Road it is not anticipated that there will be a need for any traffic data collection, collision analysis, operational analysis or speed analysis. It is also understood that future traffic volumes will not impact the roadway or bridge width significantly. We have included the subconsultant firm of Fehr and Peers on our Team should we require a traffic operations analysis during this phase of the project.

Deliverables:

- Prepare one TMP to be submitted with the PSR.

### **Storm Water Data Report**

We will prepare a PSR-level SWDR summarizing the project impacts to water quality, general mitigation measures, and recommend general Best Management Practices (BMPs). The report will address only the impacts from roadway improvements and will utilize Caltrans standard checklists. The report will be prepared following Caltrans' guidelines and format.

Deliverables:

- Stormwater Data Report (Draft and Final)

Assumption:

- Project will impact Highway 49 at connection to Mt. Murphy Road, therefore a SWDR is required.

### **Structures Advance Planning Studies (APS)**

Up to three PSR APSs will be prepared and reviewed, coordinated with County, and updated to provide an independent check of general plan layout and cost estimate. We will investigate structure types, span configurations and architectural alternatives that consider aesthetic values. The APSs will be prepared in accordance with guidelines set forth in Caltrans Memo to Designers. The APSs will use the minimum detailing necessary and basic dimensions to clearly define the scope of the structure work and to develop a reasonable cost estimate. The APS will use Plan, Elevation, and Typical Section views and will note all critical assumptions. Additional APSs will be prepared as appropriate to consider alternative structure types, even if the same alignment is chosen.

Deliverables:

- Prepare up to three APSs to be submitted with the PSR.

### **Landscape Architecture Assessment Sheet (LAAS)**

The CH2M HILL team will prepare an LAAS.

Deliverables:

- Prepare one LAAS to be submitted with the PSR.

### **Right-of-Way Data Sheets**

Any single or series of improvements will require some amount of right-of-way acquisition and possibly relocation. We will review up to three alternatives and a Right-of-Way Data Sheet will be prepared.

We will help refine the issues facing the right-of-way acquisition prior to the final design phase. Planning activities include a field review of the project and developing a preliminary right-of-way capital cost estimate based on preliminary plans. This task will include developing a right-of-way scoping report that provides a detailed analysis of the project right-of-way that highlights the various risks and solutions to ensure the right-of-way acquisition does not become a critical path issue.

We will:

- Make one site visit, including an inspection of proposed right-of-way for opportunities to avoid sensitive sites, critical constraints, and environmental problems.
- Review of current and projected land use patterns from a right-of-way cost perspective for three alternative studies.
- Provide a comparable analysis of each property, including potential damages to affected property improvements.
- Provide relocation cost estimate per federal/state relocation standards, if required.
- Provide right-of-way estimates, by parcel.
- Assist in identifying right-of-way solutions to environmental problems where appropriate.
- Up to three Right-of-Way Data Sheets.
- Produce right-of-way process booklet for public distribution.

Deliverables:

- Right-of-Way Estimate; up to three Right-of-Way Data Sheets covering three alternatives (optional); Right-of-Way Process booklet.

Assumptions:

- A detailed Relocation Impact Study will not be necessary. A detailed Relocation Plan will not be required in this phase. Detailed appraisals will not be required in this phase. No property owner contact in this phase.

#### **Fact Sheets for Exceptions to Design Standards**

The project team will identify non-standard features and identify mandatory and advisory design exceptions to the design criteria in a design exception matrix for up to three (3) alternatives identifying the non-standard feature, standard which is violated, etc. The project team will use this to coordinate with the County to determine which non-standard items will be included within Design Exception Fact Sheets. Once a preferred alternative is selected, the project team will prepare draft and final Fact Sheets for County approval for the preferred alternative.

Deliverables:

- Design Exception Matrix for up to 3 alternatives
- Draft Fact Sheet for Exceptions to Design Standards for Preferred Alternative
- Final Fact Sheet for Exceptions to Design Standards for Preferred Alternative

#### **Preliminary Hydrologic and Hydraulic Engineering Study Report**

Our preliminary research of the Federal Emergency Management Agency's (FEMA) Flood Insurance Study (FIS) indicated that there was no detailed study available at the bridge site. We will perform hydrologic analyses using at least two different methods for the river crossing, the USGS Regional Regression Method and Unit Hydrograph Method. We will also look into the available USGS gaging station flow data for streams in the area and perform a flood flow frequency analysis. The information will be compared to the flows from our hydrologic analyses. We will identify the appropriate design floods (usually the 50-year flood), base flood (100-year flood), flood of record (if possible) and the overtopping flood.

We will perform preliminary hydraulic analyses for the proposed design bridge alternatives. We will assess scour potential of the Project site. We will document the results of the analyses in the Preliminary Hydrologic and Hydraulic Engineering Study Report.

Deliverables:

- Preliminary Hydrologic and Hydraulic Engineering Study Report (Draft and Final)

#### **Preliminary Bridge Foundation Report**

CH2M HILL will provide a Structure Preliminary Foundation Report (PFR) in accordance with Caltrans' "Foundation Reports for Bridges" to assist in the feasibility evaluation and structure vulnerability analyses. This will be a feasibility type of study, based on existing and readily available geologic and any geotechnical published data. The potential geotechnical/geologic impacts shall be discussed on a broad basis, including but not limited to, liquefaction, geology, seismic impacts etc. for the structure foundations. Generally, the geotechnical issues relevant to the proposed project shall be presented in a qualitative manner with no specific design recommendations. No field exploration work is proposed. Certain design assumptions shall

be made as to the type of foundations, approximate pile lengths etc., which will be helpful in defining the overall design program and evaluating the cost impacts. The PFR shall include a preliminary evaluation, using conservative soils assumptions, to determine approximate axial and lateral capacities for the existing 14" timber piles with assumed embedment lengths of 20' and 25'. Subsequently, a detailed Bridge Foundation Report would be required during the PS&E phase.

CH2M HILL will collect two (2) bulk samples from the creek bed and conduct gradation analyses including providing the D50 and D 90 values. This will assist us in evaluating the scour potential at the bridge supports.

Deliverable:

- Preliminary Foundation Report, five hard copies and one electronic PDF file of draft and final Report

### **Task 7: Develop Project Alternative**

CH2M HILL will develop up to three alternatives for the PSR. The process is described on page 6-9 in Tab 6. The alternatives will include but are not limited to:

- Repair of the existing structure and construction of a parallel pedestrian bridge
- Replacement of the structure in its current location
- Replacement of the structure in an alternate location

CH2M HILL will prepare three alternative conceptual engineering drawings with layout plans at 1"=50' scale, in U.S. customary units. Edge of pavement lines, and approximate striping plans will be shown based on accommodating the three concepts. Alignments will show the limits of the bridge, and approximate location of retaining walls. Alignments will be designed to be constructible and minimize right-of-way and utility impacts. The concepts will be plotted as a map on aerial photography for environmental and traffic analysis. Existing right-of-way and the location of major utilities and drainage structures will be shown. Conceptual drawings of proposed cross-sections will be prepared for each alternative.

Improvements to intersection and approach safety will be evaluated by seeing which high accident movements are reduced or eliminated. For the purposes of our budget, our scope assumes the evaluation of the three build alternatives.

Deliverables:

- Prepare up to three project alternatives to be submitted with the PSR. The selection of these alternatives will be documented and illustrated on documents using aerial photography, at a level of detail to conduct the environmental and cost analysis. We will provide up to 10 copies of each conceptual plan for each alternative.

### **Task 8: Environmental Inventory**

#### **Determine Study Area (Area of Potential Effect)**

We will work with the County to identify the study envelope for the various environmental resource issues. Windshield surveys related to all environmental issues requiring field studies will be conducted within this geographic area.

Deliverables:

- One APE for each alternative

#### **Environmental Field Visits**

We will review existing information and conduct field visits as necessary to identify potential environmental impacts and anticipate the necessary technical studies. This information will be documented in a Preliminary Environmental Study (PES). CH2M HILL will work and the County to identify the study envelope for the various environmental resource issues. Field studies related to applicable environmental issues will be conducted within this geographic area. Based on a preliminary review of the project area, the type of project and the nature of the resources, we anticipate that field visits will be necessary for cultural resources (archaeologist, architectural historian), Section 4(f), biological resources (botanist, wildlife biologist, fisheries biologist), and visual resources.

Technical specialists in other areas, such as paleontology, air quality, and noise, will use aerial photographs and existing information in the planning documents to gather necessary data. The information gathered by technical specialists will be compiled in a memo that identifies the environmental resource issues that may affect the viability or cost of up to three project alternatives. A draft and final version of the technical memo will be prepared.



Based on the technical memo, we will complete the Preliminary Environmental Studies (PES) Form addressing the alternatives that are selected as a result of the public scoping, field reviews, and engineering. We anticipate up to three alternatives will be examined. We further assume that the project alternatives will be in the general vicinity (within approximately 500 feet upstream or downstream) of the existing bridge. This form will be forwarded to Caltrans prior to the field review for their review and comment. Our goal will be to have Caltrans sign the form at this meeting, finalizing the PES form.

Deliverables:

- Signed off PES Form

### Technical Studies and Constraints Analysis

**Cultural resources:** A cultural resources specialist will conduct a background records search and literature review at the North Central Information Center of the California Historical Resources Information System at CSU Sacramento and local and state repositories. The records search and literature review will include the proposed project area as well as a 1-mile buffer around the area. We will also contact the California Native American Heritage Commission asking for a search of their sacred lands files database and a list of local Native American representatives that may have knowledge of resources within the study area. The project area is located within a historic park marking the site of the discovery of gold in California, and therefore, there is obviously a potential to affect a historic property. A cultural resources specialist will conduct a site visit and review project alternatives in an effort to determine, preliminarily, which alternatives would likely result in greater or lesser impacts. The constraints memo will discuss the effects that the project might have on resources within or adjacent to the project area, including any potential cultural resource issues that might affect the viability or cost of the project alternatives. All known cultural resources or possible areas of resource sensitivity will be mapped on the provided base map that shows parcel lines and ownership information for any parcel that may be affected by the project.

**Section 4(f):** An environmental specialist will conduct a windshield survey to identify any issues related to Section 4(f) of the Department of Transportation Act of 1966 (49 U.S. Government Code 303). The Mt. Murphy Road Bridge and Marshall Gold Discovery State Historic Park will be assessed as Section 4(f) resources and the constraints memo will identify if there are additional Section 4(f) resources in the study area. The memo will also identify the type of Section 4(f) use (fee title, temporary, or “constructive” use) that would likely occur with implementation of different options for the repair or replacement of the bridge and route; the type of 4(f) compliance that would be needed (individual Section 4(f) evaluation, programmatic Section 4(f) evaluation, de minimis impact finding, or temporary occupancy approval); and any other circumstances that have the potential to affect the viability or schedule of the project. Section 4(f) resources and any areas of potential impact will be delineated on the provided base map.

**Biological Resources:** A biologist will obtain and review existing information to identify the potential biological resources that may be associated with the proposed project. A wildlife and fisheries biologist will conduct a reconnaissance survey of the project area and identify potential resource issues, including sensitive species habitat, waters of the United States (including wetlands), and sensitive natural communities (e.g., riparian communities). A botanist will conduct a floristic survey of the project area. The constraints memo will summarize the information obtained during the prefield investigation and describe existing conditions. The memo will identify specific studies or focused surveys needed, any timing issues for conducting the surveys. The effect of any potential mitigation on the viability of project alternatives will be identified. If any sensitive biological resources are located in or adjacent to the project area, they will be mapped on the provided base map.

The information gathered by technical specialists will be compiled in a memo that identifies the environmental resource issues that may affect the viability or cost of up to three project alternatives. A draft and final version of the technical memo will be prepared.

### Task 9: Cost Estimates

The Project Team will do planning level quantity takeoffs and prepare Caltrans standard 6-page cost estimates for up to 3 alternatives. The unit costs for construction items shall be based on current bids at the time the estimate is performed. This scope includes preparation of Draft and Final estimates which will be included in the Draft and Final PSR.

The cost to construct each alternative will be estimated. This cost will conform to the American Association of Cost Engineers (AACE) Class 4 Estimate.

Deliverables:

- Draft 6-Page Estimate for up to 3 alternatives
- Preliminary cost estimate for each alternative including approximate quantities
- Final 6-Page Estimate for the Preferred Alternative

#### **Task 10: Value Engineering Matrix Evaluation**

Following our alternatives evaluation process with the SAC and stakeholders as part of our CSS approach (described in Tab 6), we will use this Value Engineering exercise to either refine the one alternative that is clearly the front runner, or use it to compare and refine the top two alternatives to further determine tradeoffs, cost differentials, and over construction feasibility. This exercise will be conducted with two third-party senior roadway and bridge engineers to “ground truth” the preliminary plans, estimates, and construction staging.

The alternatives will be presented to the value panel during a one day meeting to which the County will be invited.

We will evaluate each alternative including the following criteria:

- Structure type
- Alignment
- Construction methods
- Environmental impacts
- Construction cost
- Right-of-Way acquisition
- Utility relocations (if required)
- Maintenance of Traffic

Deliverables:

- Develop one Value Engineering Matrix Chart. Completed Matrix with final score for each alternative.

Assumption:

- No more than two alternatives will be evaluated.

#### **Task 11: Draft Report Preparation**

CH2M HILL will prepare a draft Project Study Report (PSR), utilizing the data from the previous tasks and including attachment studies approved by CEDDOT that summarizes our alternatives development and analysis process. The PSR will include the environmental inventory for the preferred alternative/s. Up to three alternatives will be developed and summarized in the PSR. The draft report will go through an internal quality control review prior to being submitted to the County.

Deliverables:

- Develop Draft Project Study Report (PSR)

#### **Task 12: Draft Report Review**

CH2M HILL will submit the draft PSR for review by the CEDDOT, EDCTC, and Caltrans. A review of the content of the PSR will be presented to the SAC and one of their meetings, and to the general public at Public Meeting #2. Agency review comments will be discussed with the CEDDOT and a response to comments matrix will be generated.

Deliverables:

- Draft PSR for review by agency stakeholders and SAC, and a response to comments matrix submitted to the CEDDOT

#### **Task 13: Final Report Presentation**

CH2M HILL will address the review comments made by CEDDOT, EDCTC, and Caltrans. The general public’s comments will be summarized in the final PSR for submittal to the CEDDOT. The final report will go through an internal quality control review prior to being submitted to the County.

Deliverables:

- Final PSR submittal to the CEDDOT

#### Task 14: Periodic Updates

CH2M HILL will prepare a project management plan (PMP) that will facilitate project management and coordination during the PSR development. This plan will consist of monitoring the design conformance to El Dorado County guidelines (and Caltrans where appropriate), ensuring quality control (QC), maintaining project files, and developing a project schedule. The schedule will be updated monthly to reflect progress on the deliverables. The execution of our quality control plan will be assigned to this task. This task also includes management of subconsultant contracts and invoicing. CH2M HILL will prepare a monthly invoice to be included as part of this task.

Deliverables:

- Schedule Updates, Invoices (10 months), quality control reviews, and the PMP

CH2M HILL will prepare a status report for the County's Project Manager twice a month. One of these status reports will be included with our monthly invoice, and will describe the work accomplished during the reporting period, summary of meetings held, and discussion of understanding issues and action items. These reports will also include any concerns or significant issues, and recommendations for additions. The status reports will correspond to the accounting cycles used for the preparation of invoices to facilitate project oversight.

The second update will be an interim report, via email, that will be a bullet list of scope, schedule, and project decisions and issues that the Team is working through.

Deliverables:

- Two monthly status reports to CEDDOT, one with the monthly invoice, and one as a separate email report

#### Task 15: Project Meetings

CH2M HILL will facilitate monthly Project Delivery Team (PDT) meetings for the project. We assume this phase of the project will last for ten (10) months. Each meeting will have an agenda and a meeting summary to document the discussion, decisions, and action items for all members of the PDT. These meeting will be held at the County offices in Placerville. The PDT will monitor project progress, identify and solve problems, provide input for the work effort, advise the project manager in directing the course of work oversight, participate in major meetings/hearings, and provide recommendations that will lead to project implementation. The PDT will consist of a group of key interdisciplinary project team members from the County, applicable CH2M HILL team members, Caltrans Local Assistance representative, EDCTC, State Park and others as required. The PDT will be guided by the policies and procedures required for the planning, processing and approval of this project, in accordance with the County and the Caltrans PDPM. A project charter/communication plan will be prepared by the team to provide the framework for the team to function effectively. The Project Team will coordinate, attend, and document a project PDT kick-off meeting with the project team, the County and other key agencies as needed and as required to establish liaison, schedule key milestones, coordinate team/agencies expectations, establish the charter/communication plan, finalize the scope, schedule, approach of work for the PSR. This will include a discussion of County coordination, purpose and need refinement, available traffic data, potential additional alternatives, and public outreach.

At an appropriate point in the schedule, the project scope will be reassessed. This will be planned to follow the completion of the field review and initial environmental assessment, and establishment of a better understanding of the project alternatives and impacts. A PDT meeting will be utilized to reassess the current project against the original project scope. Any changes required in the direction or scope of the project will be determined at that time and the impact to the scope, schedule, and budget will be reassessed with the County.

The PDT meetings, including the kick-off meeting, will serve as the primary forum for reviewing the status of the project and identifying and resolving project issues. The Project Team will provide meeting notices, prepare meeting materials and agenda, attend, and prepare meeting notes for up to ten (10) monthly PDT meetings.

The CH2M HILL Team will hold two one-hour meetings per month. These meetings will keep the disciplines coordinated and ensure that all Team members are receiving the most current communication about the project from the Project Manager. These meetings will be documented with an email summarizing decisions and action items for all team members.

Deliverables:

- Meeting agenda and summary for ten (10) PDT meetings. Email documentation of internal team meetings

**Project Website (Optional and not priced)**

CH2M HILL can create and maintain a project website to communicate the project alternatives and their impacts to the general public.

**Project Management**

CH2M HILL will prepare a project management plan (PMP) that will facilitate project management and coordination during the PSR development. This plan will consist of monitoring the design conformance to El Dorado County guidelines (and Caltrans where appropriate), ensuring quality control (QC), maintaining project files, and developing a project schedule. The schedule will be updated monthly to reflect progress on the deliverables. The execution of our quality control plan will be assigned to this task.

This task also includes management of subconsultant contracts and invoicing. CH2M HILL will prepare a monthly invoice to be included as part of this task.

Deliverables:

- Schedule Updates, Invoices (10 months), quality control reviews, and the PMP