ORIGINAL

15-54334

CH2M Hill, Inc.

CEQA/NEPA Environmental Reviews and Structural Engineering Support Services for the Mount Murphy Road at South Fork American River – Bridge Replacement Project

AGREEMENT FOR SERVICES #*238-S1611*

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 CH2M Hill, Inc., a Florida corporation duly qualified to conduct business in the State of California, whose principal place of business is 9191 South Jamaica Street, Englewood, Colorado 80112-5946, and whose local address is 2485 Natomas Park Drive, Suite 600, Sacramento, California 95833 (hereinafter referred to as "CONSULTANT");

RECITALS

WHEREAS, COUNTY has determined that it is necessary to obtain a consultant to assist its Community Development Agency, with environmental, structural and engineering services for the Mount Murphy Road at South Fork 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 South Fork 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 perform environmental, structural and engineering support, other associated services, and Project delivery support services including, but not be limited to, those tasks as identified in Exhibit A, marked "Scope of Work," incorporated herein and made by reference a part hereof.

Unless otherwise indicated below, and notwithstanding any other provision of this Agreement to the contrary, deliverables for the specific items of work to be provided under Exhibit A shall be as specified therein, shall be prepared using the software described in Section D of this Article and shall be submitted in accordance with the timeframes and formats specified in Exhibit A. Adjustments to the completion times specified in Exhibit A may only be made in accordance with the written approval (may consist of an email) of COUNTY's Contract Administrator or designee.

COUNTY's Contract Administrator shall issue CONSULTANT a written Notice to Proceed for Items of Work 1 through 5, identified in Exhibit A and CONSULTANT shall not commence work on any Item of Work until receiving the Notice to Proceed.

C. In addition to the specific services identified in Exhibit A, this Agreement may also include Optional Tasks or Contingency Work. Such Optional Tasks or Contingency Work 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 Contract Administrator to the furtherance of the Project.

Before proceeding with any work concerning Optional Tasks or Contingency Work under this Agreement, the parties will identify the specific services to be provided for each assignment in individual Notices to Proceed. The work within Optional Tasks or Contingency Work will be assigned in individual Task Orders and/or Work Orders to be issued in accordance with this Agreement.

The specific services for each Optional Task or Contingency Work assignment shall be determined at a meeting or telephone conference between CONSULTANT and COUNTY's Contract Administrator, or designee, to discuss the needs, applicable design standards, required deliverables, specific CONSULTANT staff, subconsultants, if applicable, any necessary permits, and any task-related mileage budget, if applicable, on a task-by-task basis. Within an agreed timeframe as determined by COUNTY's Contract Administrator, following the meeting or telephone conference, CONSULTANT shall provide COUNTY's Contract Administrator with a written scope of work for the Optional Tasks or Contingency Work, a schedule including a list of tasks with completion dates, a target completion date for the overall scope of work, and a not-to-exceed cost itemization to complete the work resulting in a written Task Order or Work Order, as applicable, approved by COUNTY's Contract Administrator, prior to commencement of the work.

COUNTY's Contract Administrator will issue a written Task Order for Optional Tasks or Contingency Work assignments where the not-to-exceed cost itemization is greater than $50,000. COUNTY's Contract Administrator will issue a written Work Order for Optional Tasks or Contingency Work assignments where the not-to-exceed cost itemization is $50,000 or less.

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

COUNTY shall review CONSULTANT's progress at key points as specified in each Task Order or Work Order. Milestone reviews shall be performed for the specific products and deliverables listed in each Task Order or Work Order. Milestones may only be changed by written agreement (may consist of an email) between COUNTY's Contract Administrator, or designee and CONSULTANT.

D. If a submittal or Task Order or Work Order deliverable is required to be an electronic file, CONSULTANT shall produce the file using Microsoft (MS) Office 2010 applications (specifically, MS Word, MS Project and MS Excel). Signed reports shall be submitted in Adobe portable document format (PDF). Electronic AutoCAD 2010 or AutoCAD Civil 3D 2010 and MicroStation formats shall be used for submittal of plans or other similar documents as specified by COUNTY's Contract Administrator. All deliverables shall be submitted in language, format and design that are compatible with and completely transferable to COUNTY's computer and engineering applications and that are acceptable to COUNTY's Contract Administrator. Newer versions of software may be used and other types of software used for analytical purposes may be authorized if approved in advance of the submittal by COUNTY's Contract Administrator. CONSULTANT shall submit all deliverables to COUNTY's Contract Administrator in accordance with the completion time schedules identified in Exhibit A or in the individual Task Orders or Work Orders that may be issued for Optional Tasks or Contingency Work. Failure to submit the required deliverables in the format required shall be grounds for termination of the Agreement, as provided in ARTICLE VI, Termination, herein.

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

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

ARTICLE II

Compensation for Services: For services provided herein, including all of the deliverables described in Exhibit A and in individual Task Orders and Work Orders issued, if applicable, pursuant to this Agreement, and including all of the forms and reports required under the DBE provisions of this Agreement; and including the progress reports required by ARTICLE III, Progress Reports, below, COUNTY agrees to

pay CONSULTANT in arrears. Payment shall be made within thirty (30) days following COUNTY's receipt and approval of itemized invoices detailing services rendered.

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

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

Travel costs (i.e., overnight lodging, meals, parking, airfare, bridge tolls and other per diem expenses) will not be reimbursed as a direct cost for any services performed under this Agreement by CONSULTANT or by any authorized subconsultants. The total amount payable by COUNTY for an individual Task Order or Work Order shall not exceed the amount agreed to in the Task Order or Work Order, unless COUNTY's Contract Administrator and CONSULTANT amend the Task Order or Work Order.

For the purposes of budgeting the items of work identified in Exhibit A, the maximum allowable billing amounts for each item of work are described in Exhibit C, marked "Cost Estimate," incorporated herein and made by reference a part hereof. The amounts indicated in Exhibit C represent the composition of the total not-to-exceed budget for the various tasks. 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 the various Scope of Work tasks and items of work, Other Direct Costs, and Optional Tasks/Contingency Work identified therein (not including subconsultants), subject to COUNTY's Contract Administrator's written approval.

In accordance with ARTICLE XII, State Prevailing Wage Rates, CONSULTANT shall provide COUNTY's Contract Administrator with certified payroll for applicable personnel for the period for which payment is requested and such certified payroll shall accompany each invoice submitted. The certified payroll shall contain information related only to the applicable project. No invoice shall be paid until the certified payroll is submitted.

ARTICLE III

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

defined by COUNTY's Contract Administrator. Separate detail shall be provided for each ongoing Task Order or Work Order. Progress reports shall include the total number of hours worked by CONSULTANT and any authorized subconsultants and shall include descriptions of the tasks and work performed, including a description of any deliverables submitted during the reporting period and the anticipated tasks, work and deliverables proposed for the subsequent reporting period, a discussion of any Project issues, recommendations to address the issues, percent of Agreement completed that month and any necessary updates to the Project. CONSULTANT shall complete Project schedule updates and shall submit them quarterly to COUNTY's Contract Administrator.

Any invoices submitted by CONSULTANT for payment under the terms of this Agreement shall include copies of the progress reports that relate to the services being billed on those invoices.

ARTICLE IV
Performance Period:

A. This Agreement shall go into effect upon execution, contingent upon approval by COUNTY, and CONSULTANT shall commence work after notification to proceed by COUNTY's Contract Administrator. The Agreement shall end three (3) years thereafter, unless extended by contract amendment.

B. CONSULTANT is advised that any recommendation for contract award is not binding on COUNTY until the Agreement is fully executed and approved by COUNTY.

ARTICLE V
Allowable Costs and Payments:

A. The method of payment for this contract will be based on actual cost plus a fixed fee. COUNTY will reimburse CONSULTANT for actual costs (including labor costs, employee benefits, travel, equipment rental costs, overhead and other direct costs) incurred by CONSULTANT in performance of the work. CONSULTANT will not be reimbursed for actual costs that exceed the estimated wage rates, employee benefits, travel, equipment rental, overhead, and other estimated costs set forth in the approved CONSULTANT'S Cost Proposal, unless additional reimbursement is provided for by contract amendment. In no event, will CONSULTANT be reimbursed for overhead costs at a rate that exceeds COUNTY's approved overhead rate set forth in the Cost Proposal. In the event, that COUNTY determines that a change to the work from that specified in the Cost Proposal and Agreement is required, the contract time or actual costs reimbursable by COUNTY shall be adjusted by contract amendment to accommodate the changed work. The maximum total cost as specified in Paragraph "H" shall not be exceeded, unless authorized by contract amendment.

B. In addition to the allowable incurred costs, COUNTY will pay CONSULTANT a fixed fee of $83,490.00. The fixed fee is nonadjustable for the term of the contract, except

in the event of a significant change in the scope of work and such adjustment is made by contract amendment.

C. Reimbursement for transportation and subsistence costs shall not exceed the rates specified in the approved Cost Proposal.

D. When milestone cost estimates are included in the approved Cost Proposal, CONSULTANT shall obtain prior written approval for a revised milestone cost estimate from COUNTY's Contract Administrator before exceeding such cost estimate.

E. Progress payments will be made in arrears based on services provided and allowable incurred costs. A pro rata portion of CONSULTANT's fixed fee will be included in the monthly progress payments. If CONSULTANT fails to submit the required deliverable items according to the schedule set forth in the Statement of Work, COUNTY shall have the right to delay payment or terminate this Contract in accordance with the provisions of ARTICLE VI, Termination.

F. No payment will be made prior to approval of any work, nor for any work performed prior to approval of this contract.

G. CONSULTANT will be reimbursed, as promptly as fiscal procedures will permit upon receipt by COUNTY's Contract Administrator of itemized invoices. Invoices shall be submitted no later than 45 calendar days after the performance of work for which CONSULTANT is billing. Invoices shall detail the work performed on each milestone and each project as applicable. Invoices shall follow the format stipulated for the approved Cost Proposal and shall reference this Agreement number, Project title, the Work Breakdown Structure (WBS) Activity Identification Codes (Activity IDs) applicable for each item of work, and shall include the beginning and ending dates of the overall period of service. Final invoice must contain the final cost and all credits due COUNTY including any equipment purchased under the provisions of ARTICLE XI, Equipment Purchase, of this Agreement. The final invoice should be submitted within 60 calendar days after completion of CONSULTANT's work. Invoices shall be mailed to COUNTY at the following address:

County of El Dorado
Community Development Agency
Transportation Division
2850 Fairlane Court
Placerville, California 95667
Attn.: Shanann Findley
Administrative Technician

or to such other location as COUNTY directs.

H. The total amount payable by LOCAL AGENCY including the fixed fee shall not exceed $1,867,675.99.

I. Salary increases will be reimbursable if the new salary is within the salary range identified in the approved Cost Proposal and is approved by COUNTY's Contract Administrator.

For personnel subject to prevailing wage rates as described in the California Labor Code, all salary increases, which are the direct result of changes in the prevailing wage rates are reimbursable.

J. All subcontracts in excess of $25,000 shall contain the above provisions.

ARTICLE VI
Termination:

A. COUNTY reserves the right to terminate this Agreement, or any Task Order or Work Order issued pursuant to this Agreement, upon thirty (30) calendar days written notice to CONSULTANT with the reasons for termination stated in the Notice of Termination. If such prior termination is effected, COUNTY will pay for satisfactory services rendered prior to the effective dates, as set forth in the Notice of Termination provided to CONSULTANT, and for such other services which COUNTY may agree to in writing as necessary for contract resolution. In no event, however, shall COUNTY be obligated to pay more than the not-to-exceed amount of the Task Order or Work Order or the total amount of this Agreement, as applicable. Upon receipt of a Notice of Termination, CONSULTANT shall promptly discontinue all services affected, as of the effective date of termination set forth in such Notice of Termination, unless the Notice directs otherwise.

B. COUNTY may terminate this Agreement with CONSULTANT should CONSULTANT fail to perform the covenants herein contained at the time and in the manner herein provided. In the event of such termination, COUNTY may proceed with the work in any manner deemed proper by COUNTY. If COUNTY terminates this Agreement with CONSULTANT, COUNTY shall pay CONSULTANT the sum due to CONSULTANT under this Agreement prior to termination, unless the cost of completion to COUNTY exceeds the funds remaining in the Agreement. In which case the overage shall be deducted from any sum due CONSULTANT under this Agreement and the balance, if any, shall be paid to CONSULTANT upon demand.

C. The maximum amount for which COUNTY shall be liable if this Agreement is terminated is the not-to-exceed amount of the Task Order or Work Order, or the total amount of this Agreement, as applicable.

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

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

E. Bankruptcy: This Agreement, at the option of COUNTY, shall be terminable in the case of bankruptcy, voluntary or involuntary, or insolvency of CONSULTANT.

F. Ceasing Performance: COUNTY may terminate this Agreement in the event CONSULTANT ceases to operate as a business, or otherwise becomes unable to substantially perform any term or condition of this Agreement.

G. Termination or Cancellation without Cause: CONSULTANT shall comply with the requirements of this Article, regarding administrative, contractual, or legal remedies in instances of default, termination or cancellation and with other terms and conditions of COUNTY's grant funding agreements that provide for such sanctions and penalties as may be appropriate in instances where contract terms are violated or breached.

H. Completion of Work: In the event of termination of the Agreement, for default or without cause, COUNTY reserves the right to take over and complete any work, service, or task by contract or by other means.

ARTICLE VII
Cost Principles and Administrative Requirements:

A. CONSULTANT agrees that the Contract Cost Principles and Procedures, 48 CFR, Federal Acquisition Regulations System, Chapter 1, Part 31.000 et seq., shall be used to determine the cost allowability of individual items.

B. CONSULTANT also agrees to comply with federal procedures in accordance with 49 CFR, Part 18, Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments.

C. Any costs for which payment has been made to CONSULTANT that are determined by subsequent audit to be unallowable under 49 CFR, Part 18 and 48 CFR, Federal Acquisition Regulations System, Chapter 1, Part 31.000 et seq., are subject to repayment by CONSULTANT to COUNTY.

D. All subcontracts in excess of $25,000 shall contain the above provisions.

E. 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 of California Department of Human Resources rates. If the rates invoiced are in excess of these authorized rates, then CONSULTANT is responsible for the cost difference and any overpayments shall be

reimbursed to COUNTY upon demand. For the purposes of this Agreement, only mileage expenses for CONSULTANT and for subconsultants, if applicable, shall be eligible for reimbursement in accordance with ARTICLE II, Compensation for Services, above. No reimbursements for travel and subsistence (per diem) expenses for CONSULTANT or subconsultants shall be allowed.

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

ARTICLE VIII

Retention of Records/Audit: For the purpose of determining compliance with Public Contract Code 10115, et seq. and Title 21, California Code of Regulations, Chapter 21, Section 2500 et seq., when applicable and other matters connected with the performance of the Agreement pursuant to Government Code 8546.7; CONSULTANT, subconsultants, and COUNTY shall maintain and make available for inspection all books, documents, papers, accounting records, and other evidence pertaining to the performance of the Agreement, including but not limited to, the costs of administering the Agreement. All parties shall make such materials available at their respective offices at all reasonable times during the Agreement period and for three years from the date of final payment under the Agreement. The state, State Auditor, COUNTY, FHWA, or any duly authorized representative of the Federal Government shall have access to any books, records, and documents of CONSULTANT and it's certified public accountants (CPA) work papers that are pertinent to the Agreement and indirect cost rates (ICR) for audit, examinations, excerpts, and transactions, and copies thereof shall be furnished if requested. Subcontracts in excess of $25,000 shall contain this provision.

ARTICLE IX

Audit Review Procedures:

A. Any dispute concerning a question of fact arising under an interim or post audit of this Agreement that is not disposed of by agreement, shall be reviewed by COUNTY's Chief Financial Officer.

B. Not later than 30 days after issuance of the final audit report, CONSULTANT may request a review by COUNTY's Chief Fiscal Officer of unresolved audit issues. The request for review shall be submitted in writing.

C. Neither the pendency of a dispute nor its consideration by COUNTY shall excuse CONSULTANT from full and timely performance, in accordance with the terms of this Agreement.

D. CONSULTANT and subconsultant contracts, including cost proposals and ICR, are subject to audits or reviews such as, but not limited to, a contract audit, an incurred cost audit, an ICR Audit, or a CPA ICR audit work paper review. If selected for audit

or review, the Agreement, cost proposal and ICR and related work papers, if applicable, will be reviewed to verify compliance with 48 CFR, Part 31 and other related laws and regulations. In the instances of a CPA ICR audit work paper review it is CONSULTANT's responsibility to ensure federal, state, or local government officials are allowed full access to the CPA's work papers including making copies as necessary. The Agreement, cost proposal, and ICR shall be adjusted by CONSULTANT and approved by COUNTY's Contract Administrator to conform to the audit or review recommendations. CONSULTANT agrees that individual terms of costs identified in the audit report shall be incorporated into the Agreement by this reference if directed by COUNTY at its sole discretion. Refusal by CONSULTANT to incorporate audit or review recommendations, or to ensure that the federal, state or local governments have access to CPA work papers, will be considered a breach of contract terms and cause for termination of the Agreement and disallowance of prior reimbursed costs.

The provisional ICR will apply to this Agreement and all other contracts executed between COUNTY and the CONSULTANT, either as a prime or subconsultant, with the same fiscal period ICR.

ARTICLE X
Subcontracting:

A. Nothing contained in this Agreement or otherwise, shall create any contractual relation between COUNTY and any subconsultant(s), and no subcontract shall relieve CONSULTANT of its responsibilities and obligations hereunder. CONSULTANT agrees to be as fully responsible to COUNTY for the acts and omissions of its subconsultant(s) and of persons either directly or indirectly employed by any of them as it is for the acts and omissions of persons directly employed by CONSULTANT. CONSULTANT's obligation to pay its subconsultant(s) is an independent obligation from COUNTY'S obligation to make payments to the CONSULTANT.

B. CONSULTANT shall perform the work contemplated with resources available within its own organization and no portion of the work pertinent to this Agreement shall be subcontracted without written authorization by COUNTY's Contract Administrator, except that, which is expressly identified in the approved Cost Proposal.

C. CONSULTANT shall pay its subconsultants within ten (10) calendar days from receipt of each payment made to CONSULTANT by COUNTY.

D. Any subcontract in excess of $25,000 entered into as a result of this Agreement shall contain all the provisions stipulated in this Agreement to be applicable to subconsultants.

E. Any substitution of subconsultant(s) must be approved in writing by COUNTY's Contract Administrator prior to the start of work by the subconsultant(s).

F. CONSULTANT is engaged by COUNTY for its unique qualifications and skills as well as those of its personnel. CONSULTANT shall not subcontract, delegate, or assign services to be provided, in whole or in part, to any other person or entity

without prior written consent of COUNTY. COUNTY may, at its sole discretion, through its Contract Administrator, authorize CONSULTANT to utilize subconsultants for services performed in Exhibit A for the particular tasks, work and deliverables identified therein or as identified in the individual Task Orders and/or Work Orders issued pursuant to this Agreement. Said authorization and approval shall be sought and obtained by CONSULTANT prior to subconsultants' commencement of any work under this Agreement. Specific subconsultants shall be authorized in individual Task Orders and Work Orders issued pursuant to this Agreement. CONSULTANT shall require each subconsultant, to the extent of the work to be performed by the subconsultant, to be bound to CONSULTANT by the terms of this Agreement and to assume toward CONSULTANT all of the obligations and responsibilities that CONSULTANT, by this Agreement, assumes toward COUNTY.

ARTICLE XI
Equipment Purchase:

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

B. For purchase of any item, service or consulting work not covered in CONSULTANT's Cost Proposal and exceeding $5,000, prior authorization by COUNTY's Contract Administrator is required; three (3) competitive quotations must be submitted with the request, or the absence of bidding must be adequately justified.

C. Any equipment purchased as a result of this Agreement is subject to the following: "The CONSULTANT shall maintain an inventory of all nonexpendable property. Nonexpendable property is defined as having a useful life of at least two (2) years and an acquisition cost of $5,000 or more. If the purchased equipment needs replacement and is sold or traded in, COUNTY shall receive a proper refund or credit at the conclusion of the Agreement, or if the Agreement is terminated, CONSULTANT may either keep the equipment and credit COUNTY in an amount equal to its fair market value, or sell such equipment at the best price obtainable at a public or private sale, in accordance with established COUNTY procedures; and credit COUNTY in an amount equal to the sales price. If CONSULTANT elects to keep the equipment, fair market value shall be determined at CONSULTANT's expense, on the basis of a competent independent appraisal of such equipment. Appraisals shall be obtained from an appraiser mutually agreeable to 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 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 XII
State Prevailing Wage Rates:

A. CONSULTANT shall comply with the State of California's General Prevailing Wage Rate requirements in accordance with California Labor Code, Section 1770, and all Federal, State, and local laws and ordinances applicable to the work.

B. Any subcontract entered into as a result of this Agreement, if for more than $25,000 for public works construction or more than $15,000 for the alteration, demolition, repair, or maintenance of public works, shall contain all of the provisions of this Article.

C. When prevailing wages apply to the services described in the scope of work, transportation and subsistence costs shall be reimbursed at the minimum rates set by the Department of Industrial Relations (DIR) as outlined in the applicable Prevailing Wage Determination. See http://www.dir.ca.gov.

Note: The Federal "Payment of Predetermined Minimum Wage" applies only to federal-aid construction contracts.

ARTICLE XIII
Conflict Of Interest:

A. CONSULTANT shall disclose any financial, business, or other relationship with COUNTY that may have an impact upon the outcome of this Agreement, or any ensuing COUNTY construction project. CONSULTANT shall also list current clients who may have a financial interest in the outcome of this Agreement, or any ensuing COUNTY construction project, which will follow. CONSULTANT has acknowledged this interest of CONSULTANT and CONSULTANT has duly executed Exhibit D, marked "Interest of Consultant Disclosure Statement," incorporated herein and made by reference a part hereof.

B. CONSULTANT hereby certifies that it does not now have, nor shall it acquire any financial or business interest that would conflict with the performance of services under this Agreement.

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

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

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

or on any contract to provide construction inspection for any construction project resulting from this Agreement.

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

ARTICLE XIV
Rebates, Kickbacks or Other Unlawful Consideration:
CONSULTANT warrants that this Agreement was not obtained or secured through rebates kickbacks or other unlawful consideration, either promised or paid to any COUNTY employee. For breach or violation of this warranty, COUNTY shall have the right in its discretion; to terminate the Agreement without liability; to pay only for the value of the work actually performed; or to deduct from the Agreement price; or otherwise recover the full amount of such rebate, kickback or other unlawful consideration.

ARTICLE XV
Prohibition of Expending Local Agency State or Federal Funds For Lobbying:

A. CONSULTANT certifies to the best of his or her knowledge and belief that:

1. No state, federal or local agency appropriated funds have been paid, or will be paid by-or-on behalf of CONSULTANT to any person for influencing or attempting to influence an officer or employee of any state or federal agency; a Member of the State Legislature or United States Congress; an officer or employee of the Legislature or Congress; or any employee of a Member of the Legislature or Congress, in connection with the awarding of any state or federal contract; the making of any state or federal grant; the making of any state or federal loan; the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any state or federal contract, grant, loan, or cooperative agreement.

2. If any funds other than federal appropriated funds have been paid, or will be paid to any person for influencing or attempting to influence an officer or employee of any federal agency; a Member of Congress; an officer or employee of Congress, or an employee of a Member of Congress; in connection with this federal contract, grant, loan, or cooperative agreement; CONSULTANT shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities", in

accordance with its instructions which form and instructions are attached hereto as Exhibit E and are incorporated herein and made by reference a part hereof.

B. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

C. CONSULTANT also agrees by signing this document that he or she shall require that the language of this certification be included in all lower-tier subcontracts, which exceed $100,000 and that all such sub recipients shall certify and disclose accordingly.

ARTICLE XVI
Statement of Compliance:

A. CONSULTANT's signature affixed herein, and dated, shall constitute a certification under penalty of perjury under the laws of the State of California that CONSULTANT has, unless exempt, complied with, the nondiscrimination program requirements of Government Code Section 12990 and Title 2, California Administrative Code, Section 8103.

B. During the performance of this Agreement, CONSULTANT and its subconsultants shall not unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of sex, race, color, ancestry, religious creed, national origin, physical disability (including HIV and AIDS), mental disability, medical condition (e.g., cancer), age (over 40), marital status, and denial of family care leave. CONSULTANT and subconsultants shall insure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. CONSULTANT and subconsultants shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code §12990 (a-f) et seq.) and the applicable regulations promulgated there under (California Code of Regulations, Title 2, Section 7285 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code Section 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. CONSULTANT and its subconsultants shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other Agreement.

C. CONSULTANT shall comply with regulations relative to Title VI (nondiscrimination in federally-assisted programs of the Department of Transportation – Title 49 Code of Federal Regulations, Part 21 - Effectuation of Title VI of the 1964 Civil Rights Act). Title VI provides that the recipients of federal assistance will implement and maintain a policy of nondiscrimination in which no person in the state of California shall, on the basis of race, color, national origin, religion, sex, age, disability, be excluded

from participation in, denied the benefits of or subject to discrimination under any program or activity by the recipients of federal assistance or their assignees and successors in interest.

D. CONSULTANT, with regard to the work performed by it during the Agreement shall act in accordance with Title VI. Specifically, the CONSULTANT shall not discriminate on the basis of race, color, national origin, religion, sex, age, or disability in the selection and retention of subconsultants, including procurement of materials and leases of equipment. The CONSULTANT shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the U.S. DOT's Regulations, including employment practices when the Agreement covers a program whose goal is employment.

ARTICLE XVII
Debarment and Suspension Certification:

A. CONSULTANT's signature affixed herein, shall constitute a certification under penalty of perjury under the laws of the State of California, that CONSULTANT has complied with Title 2 CFR, Part 180, "OMB Guidelines to Agencies on Government wide Debarment and Suspension (nonprocurement)", which certifies that he/she or any person associated therewith in the capacity of owner, partner, director, officer, or manager, is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any federal agency; has not been suspended, debarred, voluntarily excluded, or determined ineligible by any federal agency within the past three (3) years; does not have a proposed debarment pending; and has not been indicted, convicted, or had a civil judgment rendered against it by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past three (3) years. Any exceptions to this certification must be disclosed to COUNTY.

B. Exceptions will not necessarily result in denial of recommendation for award, but will be considered in determining CONSULTANT responsibility. Disclosures must indicate to whom exceptions apply, initiating agency, and dates of action.

C. Exceptions to the Federal Government Excluded Parties List System maintained by the General Services Administration are to be determined by the Federal highway Administration.

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

ARTICLE XIX
Standards for Work: Structural design services rendered under this Agreement shall be performed in accordance with the guidelines set forth in the current edition of the *Caltrans Bridge Design Aids, Caltrans Bridge Design Details, Caltrans Bridge Design*

Practice, Caltrans Bridge Design Specifications, Caltrans Bridge Memo to Designers, Caltrans Bridge Standard Detail Sheets, Caltrans Seismic Design Criteria, Caltrans Highway Design Manual, in addition to the *AASHTO LRFD Bridge Design Specifications - Fourth Edition with California Amendments*, and all other applicable Caltrans, Federal Highway Administration (FHWA), federal, state and local laws, COUNTY guidelines and accepted industry standards, and shall be performed in a safe, professional, skillful and workmanlike manner in accordance with good engineering practices. Where applicable, services shall further conform to all U.S. Code of Federal Regulation Title 23 requirements and all applicable federal laws, regulations and policy and procedural or instructional memoranda.

Geotechnical and geological testing services rendered under this Agreement shall be performed in accordance with the guidelines set forth in the current edition of the *Caltrans Construction Manual, Caltrans Foundation Manual, Caltrans Bridge Construction Records and Procedures Manual, Caltrans Independent Assurance Manual, Caltrans Materials Testing Manual, Caltrans Local Assistance Procedures Manual and Local Assistance Program Guidelines, Caltrans Engineering Services Manuals, Caltrans Guidelines for Foundation Report Preparation for Bridges (December 2009)*, the El Dorado COUNTY Department of Transportation's Quality Assurance Program, American Society for Testing and Materials' testing procedures, and all other applicable Caltrans, Federal Highway Administration (FHWA), federal, state and local laws, COUNTY guidelines and accepted industry standards, and shall be performed in a safe, professional, skillful and workmanlike manner in accordance with good engineering practices. Where applicable, services shall further conform to all U.S. Code of Federal Regulation Title 23 requirements and all applicable federal laws, regulations and policy and procedural or instructional memoranda.

Material testing and Quality Control/Assurance shall conform to the current edition of the *Caltrans Construction Manual, the Caltrans Construction Manual Supplement for Local Agency Resident Engineers, the Caltrans Local Agency Structural Representative Guidelines* and Caltrans' California Test Methods and shall be performed by a material-tester certified by the State of California.

Environmental services rendered under this Agreement shall be performed in accordance with, and in full compliance with, County, Caltrans and Federal Highway Administration (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 (LAPM), the Local Assistance Program Guidelines (LAPG), the Caltrans Environmental Handbooks and the Caltrans Standard Environmental Reference (SER), and all other Caltrans guidance relating to federal-aid programs, all Title 23 federal

requirements, and all applicable federal laws, regulations and policy and procedural or instructional memoranda.

Right of Way services rendered under this Agreement shall be performed in accordance with the guidelines set forth in the Federal Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended; Caltrans Right of Way Manual; the FHWA Right of Way Project Development Guide; all other applicable Caltrans, FHWA, state, USFS, and local public agency guidelines and Local Assistance Procedures; federal, state and local laws, including, but no limited to, applicable provisions of the California Business and Professions Code, and accepted industry standards.

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 the Task Orders or Work Orders issued pursuant to the Agreement or upon request by COUNTY'S Contract Administrator.

CONSULTANT has full responsibility for the accuracy and completeness of the deliverables, reports and such other documents that may be required for the tasks or items of work assigned. Assistance, cooperation and oversight by COUNTY, Caltrans, 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 COUNTY and/or other appropriate approving agencies.

ARTICLE XX

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

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

B. CONSULTANT is responsible for the accuracy and completeness of all data, plans, specifications and estimates prepared by CONSULTANT under this Agreement and shall check all such material accordingly.

C. Plans, designs, estimates, calculations, reports and other documents furnished under this Agreement shall be of a quality acceptable to COUNTY's Contract Administrator.

D. A design, estimate, calculation, report or other document furnished under each item of work assigned is of acceptable quality when it is neat in appearance, well-organized, technically and grammatically correct, and checked.

E. The minimum standard of appearance, organization and the content of any drawings and reports shall be that of similar types utilized by COUNTY. COUNTY will provide examples to CONSULTANT upon request.

F. The page identifying the preparer of engineering reports, the title sheet for specifications, and each sheet of plans shall bear the professional seal, certificate number, registration classification, expiration date of the certificate, and the signature of the professional engineers responsible for its preparation.

G. CONSULTANT shall maintain a complete project file for each item of work performed under this Agreement. This file shall be made available to COUNTY's Contract Administrator, or designee, during normal COUNTY working hours and shall be transferred to COUNTY upon completion of work under the Agreement.

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

ARTICLE XXI

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

ARTICLE XXII

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

to complete the review and approval process of the services and deliverables provided under this Agreement.

ARTICLE XXIII

CONSULTANT's Project Manager: CONSULTANT designates Leslie Bonneau, Vice President, as its Project Manager for this Agreement. CONSULTANT's Project Manager, or COUNTY-approved designee, shall be accessible to COUNTY's Contract Administrator, or designee, during normal COUNTY working hours and shall respond within twenty-four (24) hours to COUNTY inquiries or requests. CONSULTANT's Project Manager shall be responsible for all matters related to CONSULTANT's personnel, operations and any subconsultants authorized under this Agreement including, but not limited to (1) assigning qualified personnel to perform the required work and to prepare the deliverables required by the individual Task Orders and Work 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 XXIV

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

ARTICLE XXV

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

No sums due pursuant to this Agreement shall be assigned, mortgaged or hypothecated in any respect without the express written consent of COUNTY's Contract Administrator. Notice of any such requested assignment or hypothecation shall be furnished promptly to COUNTY's Contract Administrator.

ARTICLE XXVI

Confidentiality:

A. CONSULTANT and any subconsultants authorized under this Agreement shall maintain the confidentiality and privileged nature of all records, including billing

records, all financial, statistical, 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 Community Development Agency or to such person with COUNTY's consent for the purpose of, and in the performance of, this Agreement.

B. Permission granted by COUNTY to disclose information on one occasion shall not authorize CONSULTANT or any subconsultants authorized under this Agreement to further disclose such information, or disseminate the same on any other occasion.

C. CONSULTANT and any subconsultants authorized under this Agreement shall not comment publicly to the press or any other media regarding this Agreement or COUNTY's actions on the same, except to COUNTY's staff, CONSULTANT's own personnel or authorized subconsultants involved in the performance of this Agreement, at public hearings or in response to questions from COUNTY's Board of Supervisors.

D. CONSULTANT and any subconsultants authorized under this Agreement shall not issue any news release or public relations item of any nature, whatsoever, regarding services performed or to be performed under this Agreement without prior review of the contents thereof by COUNTY, and receipt of COUNTY's Contract Administrator's written permission.

E. All information related to any construction estimates prepared or otherwise obtained in the performance of this Agreement is confidential, and shall not be disclosed by CONSULTANT to any entity other than to COUNTY.

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

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

H. This confidentiality provision shall survive after the expiration or earlier termination of this Agreement.

ARTICLE XXVII

Independent Contractor/Liability: CONSULTANT is, and shall be at all times, deemed independent and shall be wholly responsible for the manner in which it performs services required by the terms of this Agreement. CONSULTANT exclusively assumes responsibility for acts of its employees, associates, and subcontractors, if any

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

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

ARTICLE XXVIII

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

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

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

ARTICLE XXIX

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

To COUNTY:

County of El Dorado
Community Development Agency
Transportation Division
2850 Fairlane Court
Placerville, California 95667

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

With a copy to:

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

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

or to such other location as COUNTY directs.

Notices to CONSULTANT shall be addressed as follows:

CH2M Hill, Inc.
2485 Natomas Park Drive, Suite 600
Sacramento, CA 95833

Attn.: Leslie Bonneau, Vice President

or to such other location as CONSULTANT directs.

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

ARTICLE XXXI
Cooperation:

A. Each party shall cooperate with the other in the defense of any claim or legal proceeding brought by a third party involving this Agreement and each party agrees to make its personnel available for consultation with the other for testimony, if necessary, at depositions and at trial or arbitration proceedings.

B. Any consultation for expert testimony that may be required by COUNTY not part of the indemnity provisions, now or in the future, will be reimbursed at the same rates that are being paid for CONSULTANT's personnel services while this Agreement is in effect along with COUNTY's standard reimbursement rate for mileage.

ARTICLE XXXII

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 and 2782.8. 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 XXXIII

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

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

B. Commercial General Liability Insurance of not less than $1,000,000 combined single limit per occurrence for bodily injury and property damage and a $2,000,000 aggregate limit.

C. Automobile Liability Insurance of not less than $1,000,000 is required in the event motor vehicles are used by CONSULTANT in performance of the Agreement.

D. In the event CONSULTANT is a licensed professional or professional consultant and is performing professional services under this Agreement, Professional Liability Insurance is required with a limit of liability of not less than $1,000,000.

E. CONSULTANT shall furnish a certificate of insurance satisfactory to COUNTY's Risk Management Division as evidence that the insurance required above is being maintained.

F. The insurance will be issued by an insurance company acceptable to COUNTY's Risk Management Division, or be provided through partial or total self-insurance likewise acceptable to the Risk Management Division.

G. CONSULTANT agrees that the insurance required herein shall be in effect at all times during the term of this Agreement. In the event said insurance coverage expires at any time or times during the term of this Agreement, CONSULTANT agrees to provide at least thirty (30) days prior to said expiration date, a new certificate of insurance evidencing insurance coverage as provided for herein for not less than the remainder

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

H. The certificate of insurance must include the following provisions stating that:

   1. The insurer will not cancel the insured's coverage without prior written notice to COUNTY; and

   2. The County of El Dorado, its officers, officials, employees, and volunteers are included as additional insured, on an additional insured endorsement, but only insofar as the operations under this Agreement are concerned. This provision shall apply to the general liability policy.

I. CONSULTANT's insurance coverage shall be primary insurance as respects COUNTY, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by COUNTY, its officers, officials, employees, or volunteers shall be in excess of CONSULTANT's insurance and shall not contribute with it.

J. Any deductibles or self-insured retentions must be declared to, and approved, by COUNTY. At the option of COUNTY, either: The insurer shall reduce or eliminate such deductibles or self-insured retentions as respects COUNTY, its officers, officials, employees, and volunteers; or CONSULTANT shall procure a bond guaranteeing payment of losses and related investigations, claim administration, and defense expenses.

K. Any failure to comply with the reporting provisions of the policies shall not affect coverage provided to COUNTY, its officers, officials, employees, or volunteers.

L. The insurance companies shall have no recourse against the County of El Dorado, its officers and employees or any of them for payment of any premiums or assessments under any policy issued by any insurance company.

M. CONSULTANT's obligations shall not be limited by the foregoing insurance requirements and shall survive the expiration of this Agreement.

N. In the event CONSULTANT cannot provide an occurrence policy, CONSULTANT shall provide insurance covering claims made as a result of performance of this Agreement for not less than three (3) years following completion of performance of this Agreement.

O. The certificate of insurance shall meet such additional standards as may be determined by the contracting COUNTY department, either independently or in consultation with COUNTY's Risk Management Division as essential for protection of COUNTY.

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 if requested.

ARTICLE XXXIV

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 XXXV

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

ARTICLE XXXVI

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

ARTICLE XXXVII

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

ARTICLE XXXVIII

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 XXXIX

Compliance with Federal, State and County 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 the 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 XL
Working Office: CONSULTANT shall establish a working office at a place acceptable to COUNTY. The parties hereto acknowledge and agree that CONSULTANT's office is located at 2485 Natomas Park Drive, Suite 600, Sacramento, California 95833.

ARTICLE XLI
Covenant Against Contingent Fees: By executing this Agreement, CONSULTANT warrants that it has not employed or retained any company or person, other than a bona fide employee working for CONSULTANT, to solicit or secure this Agreement, and that it has not paid or agreed to pay any company or person, other than a bona fide employee, any fee, commission, percentage, brokerage fee, gift, or any other consideration, contingent upon or resulting from the award or formation of this Agreement. For breach or violation of this warranty, COUNTY shall have the right to annul this Agreement without liability or at its discretion to deduct from the Agreement price or consideration, or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift or contingent fee.

ARTICLE XLII
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 XIX, Standards for Work, or in the individual Task Orders and Work Orders issued pursuant to this Agreement.

ARTICLE XLIII
Documentation: CONSULTANT shall document the results of its work to the satisfaction of COUNTY and if applicable, the State of California 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 XLIV
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 XLV
Copyrights: COUNTY may permit copyrighting reports or other Agreement products. If copyrights are permitted, COUNTY, FHWA and State of California shall have the royalty-free non-exclusive and irrevocable right to reproduce, publish, or otherwise use, and to authorize others to use, the work for Federal Government purposes:

(a) The copyright in any work developed under this Agreement; and

(b) Any rights of copyright to which CONSULTANT purchases ownership with grant support.

CONSULTANT shall incorporate this provision in its subcontracts, if any, in excess of $25,000.

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

ARTICLE XLVII
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.

ARTICLE XLVIII
Disadvantaged Business Enterprise (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". CONSULTANTs who obtain DBE participation on this Agreement shall assist Caltrans in meeting its federally mandated statewide overall DBE goal.

B. The goal for DBE participation for this Agreement is 2%. Participation by DBE CONSULTANT or subconsultants shall be in accordance with information contained in the Consultant Proposal DBE Commitment (Exhibit 10-O1), or in the Consultant Contract DBE Commitment (Exhibit 10-O2). If a DBE subconsultant is unable to perform, CONSULTANT must make a good faith effort to replace him/her with another DBE subconsultant, if the goal is not otherwise met.

C. DBEs and other small businesses, as defined in 49 CFR, Part 26 are encouraged to participate in the performance of contracts financed in whole or in part with federal funds. CONSULTANT or subconsultant shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. CONSULTANT shall carry out applicable requirements of 49 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.

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

E. A DBE firm may be terminated only with prior written approval from COUNTY and only for the reasons specified in 49 CFR 26.53(f). Prior to requesting COUNTY's consent for the termination, CONSULTANT must meet the procedural requirements specified in 49 CFR 26.53(f).

F. CONSULTANT shall utilize the specific DBEs listed to perform the work and supply the materials, if any, for which each is listed unless CONSULTANT obtains prior written consent from COUNTY's Contract Administrator. CONSULTANT shall not be entitled to any payment for work or material unless it is performed or supplied by the listed DBE without written approval from COUNTY's Contract Administrator.

G. A DBE performs a Commercially Useful Function (CUF) when it is responsible for execution of the work of the contract and is carrying out its responsibilities by actually performing, managing, and supervising the work involved. To perform a CUF, the DBE must also be responsible with respect to materials and supplies used on the contract, for negotiating price, determining quality and quantity, ordering the material, and installing (where applicable) and paying for the material itself. To determine whether a DBE is performing a CUF, evaluate the amount of work subcontracted, industry practices, whether the amount the firm is to be paid under the contract is commensurate with the work it is actually performing, and other relevant factors.

H. A DBE does not perform a CUF if its role is limited to that of an extra participant in a transaction, contract, or project through which funds are passed in order to obtain the appearance of DBE participation. In determining whether a DBE is such an extra participant, examine similar transactions, particularly those in which DBEs do not participate.

I. If a DBE does not perform or exercise responsibility for at least thirty percent (30%) of the total cost of its contract with its own work force, or the DBE subcontracts a greater portion of the work of the contract than would be expected on the basis of normal industry practice for the type of work involved, it will be presumed that it is not performing a CUF.

J. CONSULTANT shall maintain records of materials purchased or supplied from all subcontracts entered into with certified DBEs. The records shall show the name and business address of each DBE or vendor and the total dollar amount actually paid each DBE or vendor, regardless of tier. The records shall show the date of payment and the total dollar figure paid to all firms. DBE prime consultants shall also show the date of work performed by their own forces along with the corresponding dollar value of the work.

K. Upon completion of the Agreement, a summary of these records shall be prepared and submitted on the form entitled, "Final Report-Utilization of Disadvantaged Business Enterprise (DBE), First-Tier Subconsultants" CEM-2402F [Exhibit 17-F, of the LAPM], certified correct by CONSULTANT or CONSULTANT's authorized representative and shall be furnished to COUNTY's Contract Administrator with the final invoice. Failure to provide the summary of DBE payments with the final invoice shall result in twenty-five percent (25%) of the dollar value of the invoice being withheld from payment until the form is submitted. The amount will be returned to CONSULTANT when a satisfactory "Final Report-Utilization of Disadvantaged Business Enterprises (DBE), First-Tier Subconsultants" is submitted to COUNTY's Contract Administrator.

L. If a DBE subconsultant is decertified during the life of the Agreement, the decertified subconsultant shall notify CONSULTANT in writing with the date of decertification. If a subconsultant becomes a certified DBE during the life of the Agreement, the subconsultant shall notify CONSULTANT in writing with the date of certification. Any changes should be reported to COUNTY's Contract Administrator within thirty (30) days.

ARTICLE XLIX

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 L
Disputes:

A. Any dispute, other than audit, concerning a question of fact arising under this Agreement that is not disposed of by agreement shall be decided by a committee consisting of COUNTY's Contract Administrator and the Community Development Agency Director, or designee, which may consider written or verbal information submitted by CONSULTANT.

B. Not later than thirty (30) days after completion of all work under any individual Task Order or Work Order issued pursuant to this Agreement, CONSULTANT may request review by COUNTY's Board of Supervisors of unresolved claims or disputes, other than audit. The request for review shall be submitted in writing.

C. Neither the pendency of a dispute, nor its consideration by the committee will excuse CONSULTANT from full and timely performance in accordance with the terms of this Agreement.

D. CONSULTANT's failure to follow this dispute resolution procedure shall constitute a waiver of such claims and a bar to further proceedings.

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

ARTICLE LII
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 LIII
Claims Filed by COUNTY'S Construction Contractors:

A. If claims are filed by COUNTY's construction contractors relating to work performed by CONSULTANT's personnel or subconsultants, and additional information or assistance from CONSULTANT's personnel or subconsultants is required in order to evaluate or defend against such claims, CONSULTANT agrees to make its personnel and/or subconsultants available for consultation with COUNTY's construction contract administration and legal staff and for testimony, if necessary, at depositions and at trial or arbitration proceedings.

B. CONSULTANT's personnel and subconsultants that COUNTY considers essential to assist in defending against construction contractor claims will be made available on reasonable notice from COUNTY. Any consultation or testimony that may be required by COUNTY will be reimbursed at the same rates that are being paid for CONSULTANT's personnel services under Exhibit B hereto.

C. Services of CONSULTANT's personnel or subconsultants in connection with COUNTY's construction contractor claims will be performed pursuant to a written contract amendment, if necessary, extending the termination date of this Agreement in order to finally resolve the claims.

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 LIV
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 LV
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 LVI
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 LVII
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 LVIII
Iran Contracting Act Certification: As required by California Public Contract Code Section 2204, for Agreements that are over $1,000,000, CONSULTANT certifies its status regarding the Iran Contracting Act of 2010 and has duly executed Exhibit F, marked "Iran Contracting Act Certification," incorporated herein and made by reference a part hereof.

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

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

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

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

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

Requesting Contract Administrator Concurrence:

By: _____ Dated: 6/3/2016

for Matthew D. Smeltzer, P.E.
Deputy Director, Engineering
Fairlane Engineering Unit
Transportation Division
Community Development Agency

Requesting Division Concurrence:

By: _____ Dated: 6/6/16

Bard R. Lower
Transportation Division Director
Community Development Agency

Requesting Department Concurrence:

By: _____ Dated: 6/6/16

Steven M. Pedretti, Director
Community Development Agency

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

--COUNTY OF EL DORADO--

By: _____ Dated: 6/14/16

Ron Mikulaco
Board of Supervisors
"COUNTY"

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

By: _____ Dated: 6/14/16

Deputy Clerk

--CH2M HILL, INC.--

By: _____ Dated: 6/1/2016

Leslie Bonneau
Vice President
"CONSULTANT"

CH2M Hill, Inc.

Exhibit A

Scope of Work

Project Description

This scope of work outlines the key tasks and subtasks that are critical to the successful development of the Project Report and Environmental Document (PR/ED) for the Mount Murphy Road at South Fork American River – Bridge Replacement Project (Project). This scope of work is organized into the following six (6) tasks with additonal Optional Tasks or Contingeny Work:

Item of Work 1 — Project Management	Item of Work 4 — Engineering
Item of Work 2 — Public Involvement	Item of Work 5 — Project Report
Item of Work 3 — Environmental	Optional Tasks / Contingency Work

This scope of work is prepared for two (2) phases of the Project. Phase 2A is the further screening of alternatives and the completion of technical studies and assessments to determine a preferred alternative. Phase 2B is the preparation of the environmental document analyzing in further detail the preferred alternative and the no-build alternative based on the results of the studies and assessments completed under Phase 2A. COUNTY's Contract Administrator (CA) will issue an initial Notice to Proceed for Phase 2A Items of Work 1 through 4. Though Items of Work 1 through 4 crosseover to Phase 2B in order to complete the environmental document, Phase 2B activities shall not commence until COUNTY's CA issues a separate Notice to Proceed for Items of Work 1 through 5 under Phase 2B.

Unless otherwise indicated below, and notwithstanding any other provisions of this Agreement to the contrary, CONSULTANT shall submit all deliverables in accordance with ARTICLE I, Scope of Services.

Unless otherwise indicated below, CONSULTANT shall submit draft documents and reports to COUNTY's CA for review and comment. CONSULTANT shall incorporate COUNTY's comments into the final documents or reports subject to agreement by CONSULTANT and COUNTY's CA.

Draft deliverables shall be submitted in electronic MS Word format to COUNTY's CA unless otherwise stated. Final deliverables shall be submitted in Adobe Acrobat (pdf) format to COUNTY's CA unless otherwise stated. The budgeted cost includes up to one (1) round of review by COUNTY and one (1) round of review by Caltrans (if applicable) for all deliverables unless otherwise mentioned. CONSULTANT shall work closely with COUNTY and Caltrans throughout the Project.

CONSULTANT shall complete the following Items of Work for this Project:

Phase 2A Items of Work Include:

Item of Work 1.1	Item of Work 3.13
Item of Work 1.2	Item of Work 3.15
Item of Work 1.3	Item of Work 4.1
Item of Work 2.2	Item of Work 4.5
Item of Work 2.3	Item of Work 4.6
Item of Work 3.2	Item of Work 4.7
Item of Work 3.10	Item of Work 4.8
Item of Work 3.11	Item of Work 4.9
Item of Work 3.12	Item of Work 4.10

Phase 2B Items of Work Include:

Item of Work 1.1	Item of Work 3.9
Item of Work 1.2	Item of Work 3.11
Item of Work 2.1	Item of Work 3.12
Item of Work 2.3	Item of Work 3.13
Item of Work 3.1	Item of Work 3.14
Item of Work 3.3	Item of Work 4.1
Item of Work 3.4	Item of Work 4.2
Item of Work 3.5	Item of Work 4.3
Item of Work 3.6	Item of Work 4.4
Item of Work 3.7	Item of Work 5.1
Item of Work 3.8	

**Items of Work that cross over both Phases are 1.1, 1.2, 2.3, 3.11, 3.12, 3.13, and 4.1.*

Item of Work 1 - Project Management - WBS Activity ID P010P

Item of Work 1.1- Project Management, Schedule, Invoices and Quality

CONSULTANT shall prepare a Project Management Plan (PMP) that shall facilitate Project management and coordination during the PR/ED development. This plan shall consist of monitoring the design conformance to COUNTY guidelines (and Caltrans where appropriate), ensuring Quality Control (QC), maintaining Project files, and developing a Project schedule. The schedule shall be updated monthly to reflect progress on the deliverables. The execution of a QC plan shall be assigned to this task. This task also includes management of subconsultant contracts and invoicing. CONSULTANT shall prepare a monthly invoice to be included as part of this task.

CONSULTANT shall prepare a status report for COUNTY's Project Manager once a month. The status report shall be prepared in accordance with ARTICLE III, Progress Reports.

CONSULTANT shall provide on-going Project management and administration of the Project team and Project direction. CONSULTANT shall manage subconsultant activity, contract administration, and monthly reporting. Frequent meetings and/or conference calls with COUNTY shall be required on an on-going basis to make decisions regarding scope, Project direction/approach, schedule, and management of stakeholders. The time necessary for this Project management is budgeted within this task.

Assumptions:

- Assume Phase 2A is ten (10) months and Phase 2B is fourteen (14) months.

Deliverables:

- PMP, schedule development and updates, invoice(s), and quality control reviews.
- One (1) monthly status report to COUNTY with each monthly invoice.
- On-going Project management and administration of Project team and Project direction.

Duration:

- This task shall be a monthly occurance for the duration of ten (10) months for Phase 2A and fourteen (14) months for Phase 2B.

Item of Work 1.2 - Project Meetings

CONSULTANT shall facilitate bi-monthly Project Delivery Team (PDT) meetings for Phase 2A including five (5) meetings and seven (7) meetings for Phase 2B. Each meeting shall have an agenda and a meeting summary to document the discussion, decisions, and action items for all members of the PDT. These meetings shall be held at COUNTY offices in Placerville or via conference call. The PDT shall 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 shall lead to Project implementation. The PDT shall consist of a group of key interdisciplinary Project team members from COUNTY, applicable CONSULTANT team members, Caltrans Local Assistance representative, El Dorado COUNTY Transportation Commission (EDCTC), State Park and others as required.

CONSULTANT shall coordinate, attend, and document a Project PDT kick-off meeting. This shall include a discussion of COUNTY coordination, purpose and need refinement, available traffic data, potential additional alternatives, and public involvement.

CONSULTANT shall hold two (2) one-hour meetings per month. These meetings shall keep the disciplines coordinated and ensure that all Prjoect team members are receiving the most current communication about the Project from CONSULTANT's Project Manager. These meetings shall be documented with an email summarizing decisions and action items for all Project team members.

Assumptions:

- Assume Phase 2A is ten (10) months and Phase 2B is fourteen (14) months.

Deliverables:

- Meeting agenda and summary for five (5) PDT meetings for Phase 2A.
- Meeting agenda and summary for seven (7) PDT meetings for Phase 2B.
- Email documentation of twenty (20) internal team meetings for Phase 2A.
- Email documentation of twenty-eight (28) internal team meetings for Phase 2B.

Duration:

- This task shall be a monthly occurance for the duration of ten (10) months for Phase 2A and fourteen (14) months for Phase 2B.
- Meeting agendas shall be submitted no later than twenty-four (24) hours prior to PDT meetings.

- Meeting summaries shall be submitted within one (1) week following the PDT meetings.

Item of Work 1.3 - Kick-Off Meeting

Following the Notice to Proceed, CONSULTANT shall conduct a Project kick-off meeting with COUNTY, subconsultants, and agency stakeholders. CONSULTANT shall prepare a meeting agenda prior to the scheduled meeting, provide meeting materials, and submit to COUNTY meeting summaries. Team organization, design schedule, Project goals, critical activities, data needs, and Project deliverables shall be discussed and documented. A key goal of the meeting shall be to solicit team member feedback on the planned Project approach and obtain COUNTY endorsement on the details of the work plan.

Meetings:

- One (1) kick-off meeting with COUNTY, EDCTC, State Park, Caltrans representatives, CONSULTANT and its subconsultants.

Deliverables:

- Meeting agenda, meeting materials, and meeting summaries.

Duration:

- The planning and execution of this task shall be twenty-one (21) days from the NTP.
- Meeting agenda shall be submitted no later than twenty-four (24) hours prior to the kick-off meeting.
- Meeting summary shall be submitted within one (1) week following the kick-off meeting.

Item of Work 2 - Public Outreach and Involvement - WBS Activity ID P105P

CONSULTANT shall conduct the public involvement to support the PR/ED phase of the Project. CONSULTANT shall hold two (2) public meetings and one (1) bridge type charrette over the course of the Project as described below. If an opportunity to combine any of these meetings becomes apparent, CONSULTANT shall adjust the number of meetings accordingly subject to written approval from COUNTY's CA.

Item of Work 2.1 - Public Meetings

CONSULTANT shall plan, organize, and facilitate two (2) public meetings to keep the community updated on the Project, get input, and comply with environmental process requirements. Notification for all public meetings shall comply with the requirements set forth in Caltrans Project Development Procedures Manual (PDPM) Chapter 11 – Public Hearings. The following highlights the anticipated public meetings, timing, and purpose:

Public Meeting 1

Public meeting during public comment period of draft environmental document.

Objective: Gather public/agency comment on the content of the draft environmental document.

Public Meeting 2

Public Hearing on the final environmental document.

Objective: Present the final environmental document and preferred alternative to COUNTY's Board for approval and direction for the next steps in the Project.

CONSULTANT shall prepare meeting agendas, PowerPoint Presentations, and Project information materials prior to the Public Meetings. CONSULTANT shall use graphics capabilities to plan and prepare Project exhibits to assist the Project team in showing Project context, and providing realistic expectations. These exhibits shall be used in public outreach efforts as exhibits for public meetings and other related activities. The exhibits shall be planned to effectively relay the Project features, and processes that are required for Project approvals. In advance of each public meeting, the number and type of exhibits and the information to be presented shall be established with COUNTY.

The exhibits to be provided for the public meetings shall consist of the following:

- Exhibit boards relaying Project information, messages, schedule, and/or process.
- Exhibit boards and/or PowerPoint presentation graphics representing conceptual alternatives.
- Exhibit boards and/or PowerPoint presentation graphics representing the build alternatives in engineering detail to reflect the impacts of the Project on the existing surroundings.
- Photo renderings of each build alternative, including two (2) select photo simulations from distinct viewpoints for each alternative to reflect the "as constructed" condition.

At the option of COUNTY, CONSULTANT may use other tools to prepare Project exhibits and other related products or information. These may include 3-D modeling and drive-through simulations of alternatives. These are not currently assumed in this scope of work. Such additional Project exhibits shall be considered Contingency Work and shall be subject to written approval in the form of a Task Order or Work Order issued by COUNTY's CA.

Assumptions:

- Costs for printing of meeting materials are CONSULTANT's responsibility.
- Costs for meeting rooms, and any direct mail shall be the responsibility of COUNTY.
- A maximum of thirty (30) exhibits shall be prepared for public meetings.
- All information/graphics shall be provided to COUNTY for posting on the Project website.

Deliverables:

- Meeting agendas/PowerPoint presentations/Project information materials/exhibit boards.
- Public meeting exhibits.
- Public meeting summaries.

Duration:

- The timing of the public meetings shall be determined by COUNTY, CONSULTANT and PDT as appropriate during the course of the Project.

- Meeting agendas, PowerPoint presentations, materials and exhibits shall be submitted to COUNTY for review no later than one (1) week prior to the public meetings.
- Public meeting summaries shall be submitted within one (1) week of the public meetings.

Item of Work 2.2 - Bridge Type Charrette

In support of the bridge type selection, CONSULTANT shall hold one (1) focused charrette meeting with the community to assist in determining aesthetic design and support the advance planning study preparation. Prior to the charrette meeting, CONSULTANT shall provide COUNTY with a meeting agenda. To prepare for this charrette, CONSULTANT shall perform the following activities:

- **Site Visit/Review** – CONSULTANT's Project architect shall meet with the design team at the site to discuss important views and photographs for backgrounds, hand sketches and computer renderings.
- **Research Data** - Obtain site data on various materials needed for work with final bridge scheme, costs, and maintenance issues and orientation of this research. Obtain all of the latest data from engineers regarding all dimensions of the bridge and geometry of adjacent roadways.
- **Hand Sketches** – Up to three (3) schemes shall be developed for each alternative. The drawings shall include different perspectives of the bridge and key details.
- **Photographic Renderings** - One (1) photo-rendering shall be developed for each alternative.
- **Bridge Type Charrette** - A public meeting shall be held to help determine the aesthetics and/or aesthetics elements for the new bridge. CONSULTANT shall describe examples of bridge components and their aesthetic significance, review basic bridge elements, bridge viewpoints and how the aesthetic design process works. CONSULTANT shall present three (3) preliminary concepts developed for each alternative for discussion by the attendees. CONSULTANT shall provide COUNTY with a Draft Bridge Type Charrette Summary for review and comment prior to completing the Final Bridge Type Charrette Summary.

Deliverables:

- One (1) charrette meeting and agenda.
- Three (3) architectural renderings (hand sketches) for each alternative, up to nine (9) renderings total.
- One (1) photo rendering for each alternative, up to three (3) renderings total.
- Draft and final Bridge Type Charrette Summary.

Duration:

- The timing of the charrette shall be determined by COUNTY, CONSULTANT and PDT as appropriate during the course of the Project.

- Meeting agendas, renderings, materials and exhibits shall be submitted to COUNTY for review no later than one (1) week prior to the charrette meeting.
- Draft Bridge Type Charrette Summary shall be submitted within one (1) week of the charrette meeting.
- Final Bridge Type Charrette Summary shall be submitted within one (1) week of COUNTY's review of draft Bridge Type Charrette Summary.

Item of Work 2.3 - General Public Outreach

CONSULTANT shall assist COUNTY in maintaining a Project website to communicate the Project progress to the general public. CONSULTANT shall prepare a Project fact sheet that shall be updated as the Project progresses. CONSULTANT shall provide COUNTY with a draft Project fact sheet for review and comment prior to completing the final Project fact sheet. This fact sheet shall be used at the public meetings and can be emailed to the Project mailing list as it is updated. Assistance to COUNTY for one-on-one stakeholder meetings may be conducted on an as-needed basis through the duration of the Project.

Assumptions:

- Project fact sheet to be updated once during Phase 2A.
- Up to seven (7) one-on-one stakeholder meetings with COUNTY with two (2) of CONSULTANT's staff in attendance.

Deliverables:

- One (1) draft and one (1) final version of Project fact sheet.
- Meeting notes from one-on-one stakeholder meetings.

Duration:

- Draft Project fact sheet shall be submitted to COUNTY for review and comment within one (1) week of public meetings.
- Final Project fact sheet shall be submitted to COUNTY within one (1) week of COUNTY's review and comments.
- Meeting notes shall be submitted within one (1) week of one-on-one stakeholder meetings.
- This item of work will be ongoing through the duration of the Project.

Item of Work 3 - Environmental - WBS Activity ID P500P

Item of Work 3.1 - Perform Environmental Technical Studies

This Item of Work involves performing the environmental studies needed to determine the potential environmental impact of the Project and preparing the Draft Environmental Document. The anticipated Environmental Document for the Project is a combined CEQA Environmental Impact Report (EIR) and NEPA Environmental Assessment (EA).

Assumptions:

- Draft and final versions of each technical study discussed in the following Items of Work shall be submitted to COUNTY for review and approval.

Project Information Review/ Preliminary Environmental Study Update

The Preliminary Environmental Study (PES) identifies technical studies, coordination, and permits required to complete NEPA in accordance with Chapter 6 of the Caltrans Local Assistance Procedures Manual. The current PES assumes the Project to be a rehabilitation Project, and not a replacement Project. CONSULTANT shall review and update the PES Form as needed and coordinate with COUNTY and Caltrans to get the revised PES Form approved, if applicable.

Deliverables:

- Draft and Final Draft Updated PES to be submitted to Caltrans.

Duration:

- Draft Updated PES shall be submitted to COUNTY for review and comment one (1) week prior to submittal to Caltrans.
- Final Draft Updated PES shall be submitted to COUNTY and Caltrans within one (1) day after COUNTY review and approval.

Item of Work 3.2 - Traffic Operational Analysis

CONSULTANT shall prepare a planning-level traffic operational analysis of the potential Project-related traffic impacts in accordance with NEPA/CEQA. The traffic operational analysis shall be based on the Council on Environmental Quality (CEQ) regulations and guidance for implementing NEPA, and on Appendix G, Environmental Checklist, of the CEQA Guidelines. The traffic analysis shall evaluate three (3) proposed bridge alternatives for the construction and post-construction conditions. CONSULTANT shall conduct the following tasks:

- Describe the existing transportation setting.
- Describe the regulatory framework related to transportation.
- Obtain average daily traffic counts from COUNTY and Caltrans for the bridge and the primary roadways within the Project study area.
- Estimate the construction-related Project trips.
- Distribute the construction-related Project trips to the surrounding road network.
- Determine the potential impacts to surrounding road network during Project construction. The potential impacts shall be assessed based on estimated changes in daily traffic (e.g., a 1% change in daily traffic compared to existing conditions). No level of service calculations shall be performed.
- Obtain turning movement counts at intersection of Mt. Murphy Road and Highway 49.
- Provide a qualitative evaluation of the post-construction conditions and potential changes in traffic patterns for each alternative.
- Discuss the potential impacts to pedestrians and bicyclists during construction and post-construction conditions for each alternative (e.g., changes in connectivity or access).
- Provide a qualitative discussion of the potential impacts to emergency access and safety during construction and post-construction conditions for each alternative.

- Provide a qualitative evaluation of the potential cumulative impacts during construction and post-construction conditions for each alternative.
- Recommend measures to mitigate traffic impacts to less-than-significant, if necessary.

CONSULTANT shall prepare a Transportation Discipline Report summarizing the methods, findings, and recommendations of the traffic analysis. This information shall be incorporated into the traffic section of the Draft Environmental Impact Statement (EIS)/EIR.

Assumptions:

- One (1) site visit shall be required. Additionally, this effort includes client and stakeholder meetings and information provided for public outreach materials.
- COUNTY has recent traffic counts and no new traffic counts are needed to complete this analysis.
- The potential construction-related impacts shall be assessed based on estimated changes in daily traffic. No level of service calculations will be performed.

Deliverables:

- Draft and Final Traffic Operational Analysis.
- Draft and Final Transportation Methods and Assumptions Memo.
- Draft and Final Transportation Discipline Report.
- Draft and Final traffic section for the EIS/EIR.

Duration:

- All draft and final Traffic Operational Analysis deliverables shall be submitted within four (4) months from the first PDT Meeting and receipt of all necessary documentation from COUNTY.

Item of Work 3.3 - Noise Study

CONSULTANT shall utilize the required Traffic Noise Model (TNM) and shall address the current Caltrans/FHWA Traffic Noise Assessment Protocol and Technical Noise Supplement (TeNS), in addition to local noise criteria. CONSULTANT shall address the following components:

Noise Criteria: CONSULTANT shall identify the noise level standards contained within COUNTY's General Plan Noise Element, applicable Caltrans Protocol, and any other germane local, city, state or federal noise standards.

Existing Noise Environment: CONSULTANT shall quantify existing traffic noise levels through continuous and short-term noise monitoring at as many locations as necessary to adequately quantify existing traffic noise levels at existing noise-sensitive receptors in the immediate Project vicinity. This monitoring shall aid in the calibration of the FHWA TNM. All noise level monitoring shall be conducted using state of the art sound level measurement instrumentation which is certified to conform to current Caltrans/FHWA specifications. All noise monitoring procedures shall satisfy TeNS requirements.

Impact Analysis: Caltrans Protocol requires assessment of potential noise impacts at all potentially impacted land uses within the Project's Area of Potential Effect (APE). CONSULTANT shall quantify the no-project and post-project traffic noise levels at all the existing receivers in the Project vicinity, including the effects of the roadway improvements. This assessment shall be completed using the calibrated FHWA TNM with traffic input data provided by the Project transportation CONSULTANT. The effects of roadway alignment, vehicle speeds, truck usage, and other factors which affect noise generation shall be considered. This proposal includes assessment of the following three (3) scenarios: existing conditions, future no-project conditions, and future build conditions, for each alignment alternative to be analyzed.

Noise Mitigation Measures: Specific recommendations for noise control at impacted receiver locations in the Project vicinity shall be provided as required by the Protocol. Mitigation options to be considered shall include the use of noise barriers, traffic controls, and improvements to building construction. Noise mitigation measures shall be considered for all identified sensitive receptors within the Project area at which the predicted post-Project traffic noise levels shall approach or exceed the Caltrans/FHWA Noise Abatement Criteria (NAC), or at locations where a significant increase in noise results from the Project.

CONSULTANT shall provide a draft and final written Noise Study Report (NSR) for this Project. The report shall contain the results of each previous task in the above described scope of work, as well as graphics showing noise measurement locations and potential noise mitigation locations as appropriate. The report shall be provided as a stand-alone technical analysis using Caltrans' standard format.

Assumptions:

- Preparation of the NSR does not include preparation of the Project Noise Abatement Decision Report (NADR).

Deliverables:

- Draft and final written NSR for this Project.

Duration:

- Draft and final written NSR shall be submitted within five (5) months from the completion of Phase 2A.

Item of Work 3.4 - Air Quality Study

The Project considers three (3) alternative alignments for the bridge replacement that may involve additional roadway alignment. Furthermore, the Project is located within the Mountain Counties Air Basin. CONSULTANT shall conduct an Air Quality Impact and Greenhouse Gas (GHG) Analysis for the EIR/EA in accordance with CEQA and NEPA requirements and follow COUNTY's Air Quality Management District (AQMD) CEQA guidelines. The AQMD Guide for Assessing and Mitigating Air quality Impacts shall be utilized for conducting the appropriate air quality analysis. Because the Project is in a nonattainment area, CO Hot Spot modeling is assumed to not be required. Emissions resulting from operation of the Project shall be quantified using CT-EMFAC and/or EMFAC with Project-specific vehicle miles traveled, speed, and vehicle fleet mix data. The Project-specific data shall be available through the Traffic Analysis. These emissions shall be compared to the General Conformity thresholds to demonstrate compliance with General

Conformity. Mobile Source Air Toxics shall be qualitatively evaluated based on a comparison of projected vehicle miles traveled.

Since construction of the Project shall last less than five (5) years, construction emissions shall not be quantified. Instead, a qualitative discussion of construction activities and best management practices for dust control shall be provided.

Assumptions:

- The diesel truck traffic in the Project vicinity is not expected to change (either decrease or increase) as a result of this Project.
- The Level of Service (LOS) and traffic volumes for each intersection affected by the Project are not expected to worsen as a result of the Project, to be confirmed through the Traffic Analysis.
- The Project is in a nonattainment area for the national PM2.5 standard and there should not be a significant increase in diesel truck traffic as a result of the Project (per the first assumption above). Therefore, PM Hot Spot modeling shall not be required and a qualitative evaluation shall be provided instead.
- The Project is already included in a Regional Transportation Plan, thus demonstrating regional conformity.

Deliverables:

- Draft and Final Air Quality and Greenhouse Gas Analysis for the EIR/EIS Section.

Duration:

- Draft and final Air Quality and Greenhouse Gas Analysis shall be submitted within five (5) months from the completion of Phase 2A.

Item of Work 3.5 - Hazardous Waste Initial Site Assessments/Investigations

The effort for the Initial Site Assessment (ISA) shall include field review, research of existing files, literature reviews, and information gathering. A preliminary site investigation (or surface/subsurface sampling) is not proposed at this time. CONSULTANT shall complete the following tasks for this item of work:

Coordination, Site Review, and Field Reconnaissance

- Discuss the Project, coordinate work, and obtain maps of acquisition/right of way (ROW) take parcels from COUNTY and/or COUNTY's ROW consultant.
- Review site data compiled for the Preliminary Geotechnical Report (PGR), the existing ISA ("Hazardous Waste Revised Evaluation for a Preliminary Environmental Analysis Report" prepared by Caltrans, dated March 24, 2009), and other pertinent published literature regarding site geology and groundwater conditions.
- As part of the ISA update, a determination shall be made on whether or not there is a need to evaluate (sample for) the presence of aerially deposited lead (ADL). Sampling, testing, and recommendations for ADL mitigation, if necessary, shall be provided during the final design stage.
- Conduct limited site reconnaissance of acquisition/ROW parcels; the assessor shall not enter the parcels; observation shall be from publicly accessible areas.

- Conduct limited inspection of bridge structure to identify potential asbestos-containing material (ACM) and lead-based paint (LBP).

Historical Research

- Review historical aerial photographic coverage and topographic map coverage of the acquisition/ROW parcels and surrounding properties for indications of potential sources of contamination.
- Review historical fire insurance maps for historic land use information.
- Review historical building permits and readily available structure as-built drawings.
- Review a commercial database including federal, state, and COUNTY records for indications of the use, misuse, or storage of hazardous and/or potentially hazardous materials on or near the acquisition/ROW parcels.

Regulatory Reports

- Review existing LBP and ACM investigation reports and regulatory compliance reports related to the acquisition/ROW take parcels (e.g. Asbestos Survey Report, Preliminary Economic Assessment [PEA], Remedial Investigation/Feasibility Study [RI/FS], Relocation Assistance Program [RAP], Phase I ESA, etc.).

Preliminary Site Investigation

- Perform initial site reconnaissance to identify both LBP and ACM sampling locations, sample substrates, access constraints, sampling equipment needs, safety precautions, and encroachment requirements.
- Obtain or schedule required permits, special safety and access equipment and support.
- Conduct sampling at locations and materials previously identified along the bridge structure.
- Photograph and mark each survey/sample location and quantify the extent of similar material.
- Submit samples to the laboratory for LBP (EPA SW-846 No. 3050B/7420) and bulk asbestos (EPA Method 600/R-93/116 or RM4-82-020).

Report Preparation

- Prepare a draft and final ISA report that presents modifications and updates to the conclusions in the existing ISA.
- Prepare a draft and final Preliminary Site Investigation (PSI) report that summarizes the findings of the investigation and includes conclusions and recommendations.

Deliverables:

- Draft ISA/PSI Report that includes the items discussed above.
- Final ISA/PSI Report that includes the items discussed above and incorporates the draft report review comments.

Duration:

- Draft and final ISA/PSI Reports shall be submitted within nine (9) months from the completion of Phase 2A.

Item of Work 3.6 - Natural Environment Study Report

The CONSULTANT shall prepare the draft and final Natural Environment Study (NES) for three (3) corridor alignments. The NES shall incorporate the results of biological studies and coordination with the resource agencies. The NES shall describe the existing biological environment and how the Project affects that environment, and provides the technical information concerning plants, animals and natural communities occurring in the Project study area. The NES shall be prepared in accordance with the current Caltrans format.

Literature Research/ Coordination: CONSULTANT shall prepare the Project description, identify and scope Project issues, and coordinate with COUNTY to develop the final study limits. The literature research shall include a query of the California Natural Diversity Database (CNDDB) for a list of special-status species and habitats that occur in the vicinity of the Project site and obtain a list from the United States Fish and Wildlife Service (USFWS) of federal-listed species that could be affected by the Project.

Field Survey: CONSULTANT shall conduct fieldwork to determine the potential for occurrence of special-status species and sensitive habitats. Federal, state and California Native Plant Society (CNPS) status plants have potential to occur on the site. This task includes two (2) surveys to cover all special-status plant species with potential to occur in accordance with the requirements of both NEPA and CEQA.

Report: The NES report shall evaluate potential Project impacts and incorporate resource agency comments. CONSULTANT shall prepare avoidance, minimization, and mitigation measures as needed. The NES shall include a conceptual Re-vegetation Plan and a discussion of compliance with Protection of Wetlands (EO 11990), Floodplains (EO 11988), Invasive Species (EO 13112), Migratory Bird Treaty Act (MBTA) and Section 7 of the Federal Endangered Species Act (FESA).

Deliverables:

- Draft and final NES.

Duration:

- Draft and final NES shall be submitted within nine (9) months from completion of Phase 2A.

Item of Work 3.7 - California Red-Legged Frog Site Assessment

CONSULTANT shall conduct a site assessment for the California red-legged frog (CRLF) in accordance with the USFWS August 2005 guidelines (*Revised Guidance on Site Assessment and Field Surveys for California red-legged frog*) and prepare a draft and final CRLF site assessment report. CONSULTANT shall facilitate resource agency permit related coordination with the USFWS to document FESA compliance.

Deliverables:

- Draft and final CRLF Site Assessment Report.

Duration:

- Draft and final CRLF Site Assessment Report shall be submitted within nine (9) months from the completion of Phase 2A.

Item of Work 3.8 - Biological Assessment

Biological Assessments (BA) are the reports Caltrans uses for formal and informal Section 7 Endangered Species Act consultations with USFWS and National Marine Fisheries Service (NMFS). Preparation of a BA does not mean that formal consultation is required. Caltrans may require the preparation of two (2) BA's, one (1) for consultation with USFWS and one (1) for consultation with NMFS. Because the South Fork American River is upstream of Lake Natoma and Folsom Reservoir, and both are inaccessible to listed salmonids, there are no Section 7 Endangered Species Act fish issues and a separate BA for NMFS is not needed. CONSULTANT shall prepare the draft and final BA in accordance with the current Caltrans format. The BA's shall focus on CRLF and other federal species and critical habitats.

Assumptions:

- A formal Endangered Species Act consultation could possibly take four (4) to twelve (12) months.
- Informal consultation could potentially conclude in one (1) or two (2) months.

Deliverables:

- Draft and final BA.

Duration:

- Draft and final BA's shall be submitted within nine (9) months from the completion of Phase 2A.

Item of Work 3.9 - Wetlands Study

CONSULTANT shall conduct a Wetlands Study of the Project study area and prepare and submit a draft and final Wetlands Study Report. The Wetlands Study shall include a formal jurisdictional delineation of wetlands and waters of the United States (US) conducted in accordance with the US Army Corps of Engineers (Corps) 1987 Corps Wetland Delineation Manual and other current regional guidance. The Jurisdictional Delineation Report shall be prepared in accordance with the Sacramento District minimum standards. The Wetlands Study shall ultimately be submitted to the Corps concurrently with the 404 CWA permit application requesting a preliminary jurisdictional determination after CEQA and NEPA are approved, as discussed in Item of Work 3.15. CONSULTANT shall attend the field verification with the Corps and revise the delineation map, if necessary.

Deliverables:

- Draft and final Wetlands Study Report.

Duration:

- Draft and final Wetlands Study Report shall be submitted within nine (9) months from the completion of Phase 2A.

Item of Work 3.10 - Section 4(f) Evaluation

Pursuant to Section 4(f) of the United States Department of Transportation Act, CONSULTANT shall prepare Section 4(f) documentation to be incorporated into the NEPA environmental document. The Section 4(f) documentation shall address the use of Section 4(f) properties by the proposed Project and shall comply with all applicable Caltrans and FHWA requirements as set forth in the Caltrans Standard Environmental Reference,

including Appendix B [Section 4(f) Evaluation] of the environmental document annotated outline.

The Project shall require that multiple potential Section 4(f) resources are evaluated and that the potential "use" of those resources by each of the three (3) build alternatives to be carried forward for inclusion in the Draft NEPA document be assessed. This shall result in Section 4(f) documentation that includes a combination of the following:

- Individual Section 4(f) Evaluation.
- Programmatic Section 4(f) Evaluation.
- De Minimis Determination.
- Resources Evaluated Relative to the Requirements of Section 4(f).

Section 4(f) includes protections for historic resources that are on or eligible for the National Register of Historic Places as well as for publicly owned, open-to-the-public recreational resources. California State Parks shall be the official with jurisdiction for the recreational resources associated with the Marshall Gold Discovery State Park and the State Historic Preservation Office (also part of California State Parks) shall serve as the official with jurisdiction for the the historic resources. As part of the Section 4(f) and Section 106 processes (see Item of Work 3.13), CONSULTANT shall coordinate with California State Parks as early as possible after cultural resources field work and preliminary analyses are completed to identify eligible historic resources and significant recreational resources. For Section 4(f) resources requiring an Individual Section 4(f) Evaluation, CONSULTANT shall coordinate with California State Parks regarding whether feasible and prudent avoidance alternatives exist and to seek input on evaluating alternatives to determine which shall result in the least harm to Section 4(f) resources. For those resources requiring a De Minimis Determination or Programmatic Evaluation, CONSULTANT shall coordinate with California State Parks to obtain the necessary written concurrences.

CONSULTANT shall revise and prepare the administrative draft Section 4(f) documentation to be submitted to Caltrans Headquarters Environmental Coordinator and Legal Division. Based on comments from Caltrans Headquarters and Legal staff, CONSULTANT shall prepare the draft Section 4(f) documentation and submit it to Caltrans for approval.

Assumptions:

- One (1) round of review and revision with COUNTY prior to submittal of the administrative draft Section 4(f) documentation.
- Two (2) rounds of review and revision of the administrative draft Section 4(f) documentation at the Caltrans District level.
- Two (2) rounds of review and revision with Caltrans Headquarters and Legal staff.

Deliverables:

- Administrative draft Section 4(f) documentation.
- Draft Section 4(f) documentation.

Duration:

- Administrative draft Section 4(f) shall be submitted to COUNTY within nine (9) months from initial PDT meeting.

- Submittals to Caltrans shall take place within one (1) week of receipt of comments for each set of comments received.

Prepare Final Section 4(f) Documentation

CONSULTANT shall prepare the final Section 4(f) documentation that complies with all applicable Caltrans and FHWA requirements as set forth in the Caltrans Standard Environmental Reference, including Appendix B [Section 4(f) Evaluation] of the environmental document annotated outline.

CONSULTANT assumes one (1) round of review and revision with COUNTY prior to submittal of the administrative final Section 4(f) documentation to Caltrans District Staff. CONSULTANT assumes one (1) round of review and revision at the Caltrans District level. CONSULTANT shall revise and prepare the administrative final Section 4(f) documentation to be submitted to Caltrans Headquarters Environmental Coordinator and Legal Division, and assumes one (1) round of review and revision with Caltrans Headquarters and Legal staff. CONSULTANT shall revise and submit to Caltrans a final Section 4(f) documentation for approval.

Assumptions:

- CONSULTANT shall coordinate with State Historic Preservation Office and State Parks to complete the 4(f) process and documentation.
- Assumptions regarding the appropriate level of Section 4(f) documentation for currently known potential Section 4(f) resources by study corridors are included in Attachment A.
- No other potential Section 4(f) resources beyond those listed in Attachment A shall require evaluation.
- CONSULTANT shall coordinate with the author of the Section 4(f) analysis to summarize impacts to historic properties and to analyze the applicability of any programmatic Section 4(f) options.

Deliverables:

- Administrative final Section 4(f) documentation.
- Final Section 4(f) documentation.

Duration:

- Submittal of administrative final Section 4(f) to COUNTY for review shall take place within two (2) weeks of receipt of Administrative Draft Section 4 (f) from Caltrans.
- Submittals to Caltrans shall take place within one (1) week of receipt of comments for each set of comments received.

Item of Work 3.11 - Visual Impact Assessment and Scenic Resource Evaluation

CONSULTANT had previously completed the Caltrans Standard Environmental Review questionnaire for visual resources. The score from that questionnaire has determined that an abbreviated Visual Impact Assessment (VIA) is appropriate for this Project. The assessment shall describe Project features, impacts and any avoidance and minimization measures. CONSULTANT shall identify locations to visit for site photography and

coordinate with COUNTY and arrange for on-site visits. CONSULTANT shall document photo viewpoints using GPS units. Selection of representative Key Observation Points shall include COUNTY and/or a representative Caltrans staff member. Visual simulations are advised, but would be optional and would be subject to written approval by COUNTY's CA. CONSULTANT shall prepare an abbreviated VIA using the FHWA Methodologies set forth in the Caltrans Standard Environmental Reference (SER). The VIA shall summarize the Project, identify the Project's visual effects on the Project corridor, and to the extent necesssary, identify mitigation measures. CONSULTANT shall provide COUNTY with a draft visual section for review and comment prior to completing the final visual section for the EIS/EIR.

Deliverables:

- Draft and final Abbreviated VIA.
- Draft and final visual section for the EIS/EIR.

Duration:

- Draft VIA and draft visual section within nine (9) months from the completion of Phase 2A.
- Final VIA and final visual section within three (3) weeks of COUNTY's review and comments to draft VIA and visual section.

Item of Work 3.12 - Community Impact Analysis Land Use and Growth Studies

The Mt. Murphy Road Bridge crosses the South Fork of the American River in the historic town of Coloma in COUNTY. CONSULTANT shall prepare a Community Impact Assessment that identifies community impacts for three (3) alternatives, the effects on the population and workers, the neighborhood's minority and low-income populations, as well as the Project's consistency/compatibility with the existing and future land uses and plans in the area.

CONSULTANT shall prepare the Community Impact Assessment in accordance with Caltrans Environmental Handbook Volume 4: Community Impact Assessment. Topics to be analyzed in the Community Assessment shall include social impacts (community cohesion), economic impacts (change in employment and tax base changes), land use/growth (consistency with local plans, development opportunities), public services (accessibility and parking, utilities), and acquisitions and displacements (residential and non-residential).

The Community Impact Assessment shall consider how the proposed Project activity would affect the people, institutions, neighborhoods, communities, organizations, and larger social and economic systems. Potential impacts to minority and low-income populations, if any, shall also be addressed in compliance with Executive Order 12898: Federal Actions to Address Environmental Justice in Minority and Low-Income Populations. Data from the 2010 U.S. Census or American Community Survey data shall be used to identify characteristics of populations within census block groups traversed by or adjacent to the proposed Project. Community profiles shall also be collected for the local Project area, City, COUNTY, and the State of California to help identify regional and local trends in regards to demographics, local industry, and tax base.

CONSULTANT shall prepare a draft and final summary of the Community Impact Assessment to further summarize property acquisition, land use, social/economic, and public service sections for the environmental document.

Assumptions:

- One (1) site visit shall be sufficient for this task.
- All information sources are available electronically.

Deliverables:

- Draft and final Community Impact Assessment report.
- Draft and final Community Impact Assessment summary.

Duration:

- Draft and final Community Impact Assessment report shall be submitted within nine (9) months from the completion of Phase 2A.
- Draft and final Community Impact Assessment summary shall be submitted within nine (9) months from the completion of Phase 2A

Item of Work 3.13 - Cultural Resource Studies

CONSULTANT shall complete cultural resource studies in accordance with the requirements of the CEQA, NEPA, Section 106 of the National Historic Preservation Act, and the applicable portions of the California Public Resources Code. The preparation of a Memorandum of Agreement or Programmatic Agreement shall be considered Contingency Work and shall be subject to written approval in the form of a Task Order or Work Order issued by COUNTY's CA.

CONSULTANT shall oversee all Items of Work, shall be the primary author on all reports, and shall lead field efforts. The Principal Geoarchaeologist shall conduct the geoarchaeological sensitivity study, shall author geoarchaeological sections of all reports, and shall lead geoarchaeological fieldwork. CONSULTANT shall complete the following tasks to comply with CEQA, NEPA, Section 106, and Section 5024.

Area of Potential Effects (APE) Map-Archaeological: CONSULTANT shall aid in the definition of the archaeological APE. The APE shall include all areas subject to ground disturbance, including access roads or staging locations that are being constructed or improved for the Project. It shall also include the full boundaries of any identified cultural sites. The cultural resources inventory should proceed only when the APE is well defined, to avoid the need for additional time and funds should the APE change after the cultural study has begun (or been completed).

Records Search and Literature Review: CONSULTANT shall request a records search including a review of site records, survey reports, National and California Register listings, as well as other relevant documents from the North Central Information Center of the California Historical Resources Information System, administered by Sacramento State University. The area of study shall be the APE plus an additional one-quarter (1/4) mile buffer. The review shall provide information on whether any portions of the Project area have been recently surveyed, and whether any previously recorded resources exist within or immediately adjacent to the APE.

Native American Consultation and Tribal Cultural Resources: CONSULTANT shall conduct all necessary consultation with the Native American Heritage Commission and all Native American groups/interested parties identified by the Commission. This shall include any communication required under newly passed AB 52, which allows Native American groups to identify Tribal Cultural Resources within a Project area. The guidelines for implementing this new law have not yet been stipulated, but shall require additional coordination with local Native American groups.

Assessment of the Potential for Buried Archaeological Resources: The State Historic Preservation Office requires an assessment of the potential for buried archaeological resources - sites buried by naturally deposited sediments or deposits of artificial fill. Since it is the responsibility of archaeologists to account for the entire archaeological record, it is important to assess both the large and small scale effects of landscape evolution to help ensure that the potential for buried sites is taken into account. CONSULTANT's initial review of the Project area reveals a low sensitivity for buried resources, as much of the area has been heavily impacted by placer mining and dumping.

More importantly for this Project, as the gold discovery site and subsequent gold rush town, Coloma is likely to have significant historic-era archaeological deposits. In particular, significant historic-era deposits are often found within hollow features such as wells and privies. CONSULTANT shall work with the Architectural Historian to review historic maps and other documents pertinent to the gold rush history of Coloma and the Mt. Murphy Road Bridge area. This information shall be used to develop a historical archaeological sensitivity map for the APE, which in turn shall guide the fieldwork.

Pedestrian Survey: This field survey shall consist of CONSULTANT's two (2) archaeologists (Field Director and Technician) and shall cover all safely accessible sides of each bridge, the bridge approaches, construction lay-down areas, any potential roadway realignments, road detour areas, and all other areas that may be subject to ground disturbing activities, using survey transects no greater than ten (10) meters apart. CONSULTANT shall also examine any exposed soils along the creek banks and walls visible above the waterline for evidence of cultural materials. CONSULTANT shall record any undocumented resources; revisit and, if necessary, update any previously recorded resources in the Project area as well as use GPS equipment for precise locational mapping. Resources shall be recorded on standard Department of Parks and Recreation 523 Forms.

Archaeological Survey Report: CONSULTANT shall prepare an archaeological survey report (ASR) to Caltrans standards (i.e., Caltrans Environmental Handbook, Volume 2 for Cultural Resources). The report shall develop environmental and cultural contexts for the region; document records search findings; consultation efforts with the Heritage Commission; local Native American groups/individuals; and, field methods and results. The ASR shall form the basis for a Historic Property Survey Report (HPSR), prepared by CONSULTANT below, that shall summarize the overall study findings.

Extended Phase I Proposal: The Project area has a high sensitivity for buried historic-era archaeological resources, and as such it is likely that Caltrans shall require sub-surface identification efforts. If such efforts are necessary, CONSULTANT shall perform historical archaeological investigations. Prior to conducting sub-surface testing, CONSULTANT shall prepare an Extended Phase I Proposal following Caltrans Environmental Handbook guidelines. This proposal shall outline the appropriate historical background and shall propose methods for sub-surface testing. CONSULTANT shall not commence any sub-surface testing without prior written authorization from COUNTY's CA.

Extended Phase I Fieldwork: If necessary, and once the Extended Phase I Proposal has been approved by COUNTY and Caltrans Local Assistance, CONSULTANT shall conduct Extended Phase I fieldwork. Prior to the fieldwork, CONSULTANT archaeologists shall contact Underground Services Alert to identify any sub-surface utilities. Fieldwork shall likely entail a combination of metal detection and limited trenching to test for subsurface features; hand-excavations of surface scrapes and/or shovel probes; and, in-field analysis of any features and artifacts found. CONSULTANT shall target areas identified in the Native American and Tribal Consultation and Buried Archeological Resources as having high potential for subsurface remains.

Extended Phase I Report: If necessary, CONSULTANT shall prepare an Extended Phase I Report following guidelines outlined in the Caltrans Environmental Handbook, Volume 2. The report shall include all pertinent background information, the methods and findings of the sub-surface testing, and recommendations for future cultural studies, if necessary to complete the compliance process.

Preliminary and Final APE Map – Architectural Resources: CONSULTANT, in coordination with Caltrans District 3 cultural staff, shall delineate an APE for historic buildings and structures. The APE for the built environment shall likely be larger than the Archaeology APE, to take into account indirect impacts (visual, audible) on historic buildings and structures.

Historic Resource Evaluation Report: CONSULTANT shall be responsible for preparing all parts of the Historic Resource Evaluation Report (HRER). The HRER shall be prepared to specifications in Caltrans SER Vol. 2, Chapter 6. It shall inventory all buildings and structures that might be affected by each of the three (3) alternatives within the APE for the Project. This shall include, at a minimum, the Mt. Murphy Road Bridge and the Coloma National Historic Landmark (the NHL as a unified entity and any individual building or structure that is a contributing part of the NHL). It shall also include any other historic-era buildings and structures not a part of the NHL but within the APE. CONSULTANT shall coordinate with State Parks which is currently revising NHL documentation for Coloma. The HRER shall also address use of combined Section 106 and PRC 5024 review (in the event that a state-owned historic resource is within the APE), and CEQA.

Historic Property Survey Report (HPSR): CONSULTANT shall prepare the HPSR. The HPSR summarizes the cultural technical studies (e.g. the ASR, Extended Phase I (XPI), and HRER) and identifies the Project's effects on cultural resources. CONSULTANT shall provide the HRER section for use in the HPSR.

Finding of Effect: CONSULTANT shall prepare all parts of the Finding of Effect (FOE) that pertain to impacts to historic buildings and structures. In consistency with the Caltrans SER instructions, the FOE shall draw conclusions about the Project effects to individual properties as well as an overall conclusion as to the effect of the Project as a whole. For each historic building or structure, the FOE shall conclude that the Project has no historic properties affected, no adverse effect with standard conditions, no adverse effect, or an adverse effect.

Memorandum of Agreement or Programmatic Agreement: CONSULTANT shall prepare either a Memorandum of Agreement (MOA) or a Programmatic Agreement (PA). The possibility exists that the Project could result in an adverse effect to one (1) or more properties that qualify for listing in the National Register of Historic Places. The MOA or a Project Specific PA shall serve to document that COUNTY and Caltrans have "taken into account" the effect of a federally-funded Project on historic properties. The MOA or Project Specific PA shall spell out actions that COUNTY and Caltrans shall take to avoid or mitigate the adverse effect. Signature of the MOA or Project Specific PA by COUNTY, Caltrans, and the State Historic Preservation Officer shall memorialize an agreement on how the Project shall proceed in light of the adverse effect.

A Project Specific PA shall only be required if the Project results in an adverse effect to one (1) or more properties not addressed in the 2014 Programmatic Agreement between Caltrans, FHWA, State Historic Preservation Officer (SHPO) and the Corps. CONSULTANT assumes that the most likely result of the Section 106 process for this Project shall be an MOA and not a Project Specific PA.

Historic American Engineering Record (HAER) – Contingency Work: This task is contingent based on the results of the FOE. The HAER shall be considered Contingency Work and shall be subject to written approval from COUNTY's CA

Assumptions:

- Records and archives research conducted during the Alternatives Analysis phase of the Project will be made available to the CONSULTANT.
- Extended Phase II and Phase III activities are not applicable to this scope of work.

Deliverables:

Administrative and final drafts of each the following reports shall be submitted to COUNTY for review and comment prior to submittal to the appropriate state and/or federal resource agency:

- APE map for both Archaeological and Historic (Built Environment)
- Pedestrian Survey and Department of Parks and Recreation 523 Forms
- Archaeological Survey Report (ASR)
- Historic Resource Evaluation Report (HRER)
- Historic Property Survey Report (HPSR)
- Extended Phase I (XPI)

- Finding of Effect (FOE)
- Memorandum of Agreement (MOA, contingent)
- Historic American Engineering Record (HAER, contingent)

Duration:

- Administrative and final drafts shall be submitted within nine (9) months from the initial PDT Meeting.

Item of Work 3.14 - Environmental Document - WBS Activity Code P500P

CEQA/ NEPA Documentation

CONSULTANT assumes that the CEQA/NEPA documentation required for the Project is an EIR/EA. It is assumed this is the appropriate documentation for the Project due to public controversy and potentially significant impacts to cultural resources under CEQA. This document shall be prepared pursuant to Caltrans standards as a joint CEQA/NEPA document and shall include the following components:

Notice of Preparation: This sub-component has already been completed under the previous phase of the Project and is not included in this scope of work.

Draft Environmental Document and Environmental Document Review Checklist: CONSULTANT shall prepare an administrative CEQA EIR/NEPA EA that incorporates the purpose and need, Project description, and the technical studies. The EIR/EA shall address the Human Environment, Physical Environment, Biological Environment, and Cumulative Impacts. The EIR/EA shall determine if the Project shall have any significant impacts on the environment under both State and Federal standards, identify potential mitigation measures for such impacts, and determine if the mitigation measures reduce all impacts below a level of significance. The draft environmental document shall include a locally-preferred alternative that shall be circulated to the public. After public circulation, a preferred alternative shall be selected by the PDT for the final environmental document. Selection of the preferred alternative shall be based in part on public comment in the record. CONSULTANT shall also prepare the required Environmental Document Review Checklist for submittal to Caltrans.

Notice of Availability and Circulation of the Draft Environmental Document: Following approval of the draft EIR/EA by both COUNTY and Caltrans, CONSULTANT shall circulate the document for the 45 day public review period. CONSULTANT shall coordinate the preparation of the distribution list with the COUNTY and Caltrans.

Pursuant to CEQA requirements, CONSULTANT shall prepare a Notice of Availability (NOA) for the Draft EIR/EA pursuant to CEQA requirements. The notice, along with the draft environmental document and technical studies, shall be made available at COUNTY offices, the Public Library, and electronically during the 45 day public circulation and review period. The document shall also be distributed to other

reviewing government agencies through the California State Clearinghouse. During the 45 day public review period, COUNTY will hold a Public Hearing to solicit comments about the Project. CONSULTANT shall attend this hearing to answer any questions regarding the Project, any potential environmental impacts, as well as the environmental schedule. CONSULTANT shall record all comments at this hearing for inclusion in the final environmental document.

Develop Database for Comments: CONSULTANT shall develop a database to track comments and responses to comments. The database shall be provided to COUNTY in electronic format as part of the formal public record.

Prepare Responses to Comments: At the close of the 45 day public review period, CONSULTANT shall meet with COUNTY, Caltrans staff, and other PDT members as needed, to review comments received on the draft EIR/EA and discuss potential responses. CONSULTANT shall prepare draft responses to comments for submittal to COUNTY and Caltrans for review. COUNTY and Caltrans comments shall be incorporated into the responses to comments document, which shall be submitted to COUNTY and Caltrans as an appendix in the Final EIR/EA.

Environmental Commitment Record / Mitigation Monitoring and Reporting Program: The environmental commitment record (ECR) is a summary of all avoidance, minimization, and mitigation measures developed during the environmental process. CONSULTANT shall prepare an ECR, including monitoring forms, to ensure that the environmental measures contained in the EIR/EA are properly implemented. The ECR shall be included as an appendix in the final EIR/EA. The ECR shall also meet the requirements of the CEQA Mitigation Monitoring and Reporting Program (MMRP).

Prepare Final EIR and Findings of No Significant Impact: Following public review of the draft Environmental Document, CONSULTANT shall prepare the final environmental document. The CEQA portion shall be a Final EIR. The most likely outcome under NEPA is the preparation of a Findings of No Significant Impact (FONSI). Based on public comment received, refinements to the Project may be made during the preparation of the Final EIR (FEIR/FONSI).

Findings of Fact & Statement of Overriding Considerations: CONSULTANT shall draft the findings of fact (FOF) pursuant to State CEQA Guidelines Section 15091 for each of the significant effects identified in the FEIR. The FOF shall describe the effect, cite one (1) or more applicable findings under Section 15091, and describe evidence that supports the selected findings. As applicable, CONSULTANT shall prepare a Statement of Overriding Considerations (SOC) to address any significant effects of the Project that are unavoidable, explaining the economic, legal, social, technological, or other benefits of the Project that outweigh its unavoidable environmental impacts. The SOC shall be based on substantial evidence in the record. CONSULTANT shall work with COUNTY staff and COUNTY Legal Counsel in preparing the findings and SOC.

Notice of Determination and Filings: CONSULTANT shall file a Notice of Determination with COUNTY's Recorder Clerk's Office and Office of Planning and

Research (OPR) within five (5) days of approval of the FEIR/FONSI in accordance with CEQA guidelines.

Deliverables:

Administrative and final drafts of each the following reports and documents shall be submitted to COUNTY for review and comment prior to submittal of the final documents:

- Draft Environmental Document (EIR/ EA)
- Notice of Availability
- Database of Comments
- Responses to Public Comments
- Environmental Commitment Record/MMRP
- Final Environmental Impact Report/Finding of No Significant Impact
- Statement of Overriding Consideration and Findings of Fact
- Notice of Determination

Duration:

- All draft documents shall be submitted within one (1) year from the completion of Phase 2A.

Item of Work 3.15 - Permit Applications

CONSULTANT shall prepare permit applications for a 1600 Streambed Alteration Agreement and 401 Water Quality Certification to address geo-technical drilling activities during the PR/ED phase. CONSULTANT shall coordinate with the California Department of Fish and Wildlife (CDFW) and the Regional Water Quality Control Board (RWQCB) to obtain the permits.

Assumptions:

- Geotechnical borings shall proceed during the PA&ED phase subject to Caltrans notification and receipt of a State Parks survey permit.
- Geotechnical boring activities are authorized by Section 404 Clean Water Act Nationwide Permits (CWA NWP) 7 for survey activities. This is a non-notifying NWP and a Section 404 application package is not needed.
- No Section 7 Endangered Species Act (ESA) issues shall be triggered by the geotechnical boring activities.
- COUNTY will pay all permit application fees associated with both geotechnical boring activities and replacement of the bridge.

Deliverables:

- Draft and Final 1600 Streambed Alteration Agreement (SAA), and 401 Water Quality Certification Permit Application Packages for geotechnical boring activities performed during the PA&ED phase.

Duration:

- This item of work shall take place after the environmental documentation is approved and prior to construction. The timing is dependent upon the final design and construction schedule in order for CONSULTANT to obtain adequate information from COUNTY to obtain the permits.

Item of Work 4 - Engineering - WBS Activity Code P425P

Item of Work 4.1 - Project Alternative Development

CONSULTANT shall develop the three (3) identified corridors from the Alternatives Analysis Report for the PR/ED. These alternatives include:

- Replacement of the structure in its current location (Corridor 1).
- Replacement of the structure immediately downstream of the exisiting location (Corridor 2).
- Replacement of the structure furthest downstream near the North Beach location (Corridor 3).

Two (2) alternatives expected to be included in the PR/ED to document the lack of feasibility include:

- Rehabilitation of the existing structure for motorized travel.
- The extension of Scott Road to Mt. Murphy and Bayne Road.

The three (3) build alternatives shall be carried forward into more detailed geometric design (10-15 percent level). Engineering plans shall be prepared for each alternative for environmental studies and for use in the Value Analysis (VA) process if one is conducted. The plans shall be developed on the new Project base mapping from survey data supplied by COUNTY and shall address horizontal and vertical alignment for the Mt. Murphy mainline and/or realignments, bridge layout, pedestrian and bicycle facilities, intersection improvements, limits of cut and fill, ROW limits (existing and proposed), utilities, and other features necessary to define the alternatives. Plans for each build alternative shall include the following:

- Title sheet
- Typical cross sections
- Layout plans
- Profile plans

Upon completion of Phase 2A, preliminary (30%) design plans shall be prepared for the preferred alternative for inclusion in the final PR and include the following:

- Title sheet
- Typical cross sections
- Layout plans
- Profile and superelevation plans

Preparation of detailed bridge plans, roadway and structural details, drainage design, signing, and construction staging drawings are not included in this scope of work. CONSULTANT shall develop the geometrics using Microstation and Inroads and these alignments shall be the basis for the preliminary earthwork quantity calculations. The level of detail of the drawings shall be sufficient to support the PR/ED determination of costs for construction and estimates for ROW acquisitions based on average acreage unit prices in

the area, and the number and type of requested design exceptions. For improvements along State Route 49 (SR49), the plans shall be reviewed by Caltrans and CONSULTANT shall address two (2) rounds of review comments.

Assumptions:

- Due to Project value within Caltrans ROW, CONSULTANT assumes that clearance to construct improvements to Caltrans ROW shall require completing the Caltrans encroachment permitting process. A formal application is expected to be completed during the next phase of the Project.
- Caltrans will provide design review throughout environmental documentation process.

Deliverables:

- Engineering plans, profiles, and typical sections for the three (3) build alternatives. Plans shall be developed to 1"=100' scale and shall be provided in 11x17 format.
- Preliminary design plans (30%) for one (1) preferred alternative.

Duration:

- Engineering plans, profiles, and typical sections for three (3) build alternatives to be submitted within ten (10) months from the initial PDT meeting.
- Preliminary design plans (30%) for one (1) preferred alternative to begin at the end of Phase 2A and submitted within eight (8) months from the initial PDT meeting.

Item of Work 4.2 - Design Exception Fact Sheets

CONSULTANT shall prepare draft and final Design Exception Fact Sheets for nonstandard design elements of the Project. COUNTY review of these shall be sought for any other exceptions that are identified during PR/ED. As each alternative is developed, it shall be reviewed for the identification of non-standard features and a fact sheet shall be prepared. CONSULTANT shall revise the fact sheet in response to COUNTY comments. For exceptions identified along SR 49, the fact sheet shall be submitted to Caltrans for review.

For purposes of this scope, three (3) mandatory and/or advisory design exceptions are anticipated to be included in the Fact Sheet preparation and review by COUNTY and two (2) mandatory and/or advisory design exceptions are included for review by Caltrans.

Deliverables:

- Up to three (3) draft and final Design Exception Fact Sheets (Mandatory/Advisory) for review by COUNTY.
- Up to two (2) draft and final Design Exception Fact Sheets (Mandatory/Advisory) for review by Caltrans.

Duration:

- Draft and final Design Exception Fact Sheets (Mandatory/Advisory) shall be submitted within twelve (12) months following the completion of Phase 2A.

Item of Work 4.3 - Transportation Management Plan

CONSULTANT shall develop draft and final phasing concept staging plans for the preferred alternative. The concept shall include the major construction features and their construction

sequence, developed sufficiently to establish the appropriate staging for the alternative. These shall be schematic plans and include an itemized list of the elements of each phase of construction. The plans shall comprise sketches and descriptions with enough detail to determine the relative impact on the scope, cost, and construction schedule.

The transportation management plan (TMP) shall include a review of traffic control restrictions, recommendations for anticipated lane closures, construction staging/traffic requirements, and a review of construction strategies. This information shall be compiled and included as a section of the PR.

Deliverables:

- Draft and final concept staging plans.
- TMP, inlcuded in the PR.

Duration:

- Draft and final concept staging plans and TMP shall be submitted within six (6) months following the completion of Phase 2A.

Item of Work 4.4 - Utility Locations Determined for Preliminary Engineering

CONSULTANT shall prepare or update the following: Utility Estimates, Utility Verification Maps, Verified Utility Locations transferred to plan sheet, Pothole plan, Report of Investigation to Pothole, Utility Agreement to Pothole, Potholed facility information transferred to plan sheets, and Utility Survey and submit to COUNTY as a computer-aided design (CAD) file in Project Microstation format. CONSULTANT shall provide a traffic control plan and traffic control during potholing operations, as needed or directed by COUNTY's CA. CONSULTANT shall send to applicable utility companies the "A" Letter, the Utility Information Form, and a COUNTY-approved letter requesting verification of the location, size, and depth (if applicable) of each utility company's facilities within the work area or those that might be affected by the proposed work. CONSULTANT shall also request information regarding planned utility construction that might affect the Project.

Assumptions:

- Six (6) locations shall require potholing to positively identify the location and depth of the facilities.
- Potholing can be performed using the Air/Vacuum soil extraction method.
- Coordination with no more than three (3) utility companies for the Project.
- Design of new utility lines is not included in this scope of work.
- Design of utility line relocations is not included in this scope of work.
- COUNTY will notify property owners of potholing activities.

Deliverables:

- Utility facilities, estimates and locations in Project Microstation format.
- Traffic control plan.

Duration:

- Traffic control plan and utility facilities, estimates, and locations shall be submitted within six (6) months following the completion of Phase 2A.

Item of Work 4.5 - Structure Advance Planning Studies

CONSULTANT shall provide input and structure design support for the Project on each of the three (3) corridors' preliminary alternatives and for the preferred alternative, once it is selected.

CONSULTANT shall investigate structure types, span configurations, and architectural alternatives that consider aesthetic values. The Advanced Planning Studies (APS) shall be developed in accordance with the requirements of the Caltrans Memo to Designers and shall include a marginal estimate for each bridge alternative. The studies shall include preparation of plan drawings showing plan, elevation and section views. The plans shall be developed in sufficient detail to preview what shall be constructed and include items such as foundations, falsework requirements, seismic and aesthetic considerations, river access, and traffic handling.

Upon selection of the preferred alternative, CONSULTANT shall revise the APS for the selected alternative to include any refinements made by the roadway designers and to address COUNTY and Caltrans Local Assistance comments.

Assumptions:

- A bridge APS shall be prepared for up to three (3) alternatives.
- Two (2) rounds of COUNTY review of the Bridge APS.
- Standard Plan type retaining walls can be used and no APS shall be prepared for retaining walls.
- Retrofit and rehabilitation of the existing structure shall not be studied.
- Moving of the existing bridge or a portion of the existing bridge to another location is not part of this scope of work.

Deliverables:

- APS for each of the three (3) preliminary alternatives.
- Revised APS for the preferred alternative including any roadway design refinements.
- Marginal estimates for each APS.

Duration:

- All APS documents shall be submitted within eleven (11) months following the completion of the section 4(f) adminstrative draft.

Item of Work 4.6 - Prepare Preliminary Project Cost Estimate

CONSULTANT shall prepare quantities and unit costs for the three (3) alternatives and complete the Caltrans six (6) page Preliminary Project Cost Estimate Summary for each. Approximate quantities for major construction items shall be determined and unit costs shall be applied based on Caltrans Contract Cost Data and recent applicable bid results. Estimates shall be prepared and submitted with each submittal of the PR.

Deliverables:

- Draft and final Caltrans Preliminary Project Cost Estimate Summary for up to three (3) alternatives.

Duration:

- Draft and final Caltrans Preliminary Project Cost Estimate Summaries shall be submitted within two (2) months following the completion of the Geometric Approval Drawings (GAD's) and the structure APS.

Item of Work 4.7 - Right-of-Way

CONSULTANT shall prepare the PR to include an analysis of potential ROW acquisitions required as part of the Project. CONSULTANT's work shall include reviewing aerial photos and maps, visiting the site, developing zoning and land use information, investigating potential for zoning and land use changes, and developing base estimates for land values, relocation costs, analyzing impacts on properties (e.g., full take, partial take, or damages), and estimated proposed Project costs, including acquisition, relocation, utility relocation, demolition, permits, and mitigation, as required.

CONSULTANT shall complete the following tasks as part of this item of work:

- Make one (1) 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 in accordance with 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.

Assumptions:

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

Deliverables:

- ROW Estimates by parcel.
- Comparable analysis of each property.

Duration:

- The duration of this task is anticipated to be in parallel with the engineering design process.

Item of Work 4.8 - Bridge Type Selection

CONSULTANT shall prepare draft and final Bridge General Plans and draft and final Structure Type Selection Memorandums for the bridge selected as the preferred alternative in the environmental document. CONSULTANT shall recommend the most appropriate bridge considering economy, safety, environmental impacts, and aesthetics. The Bridge

General Plan and Structure Type Selection Memorandum shall conform to Caltrans' Bridge Design Aids Manual (Sections 10 to 21). CONSULTANT shall prepare for and attend a type selection review meeting with COUNTY to discuss foundation requirements, hydrological requirements, falsework requirements (if any), environmental impacts, seismic and aesthetic considerations, traffic handling, and construction costs and staging. Following the bridge type selection meeting with COUNTY, CONSULTANT shall submit the Bridge Type Selection Report to COUNTY for review and comment. An order-of-magnitude construction cost estimate shall be made. For work that is expected but not described at this stage of design, appropriate cost allowances shall be included. If a signature type structure, such as a tied arch, is to be selected, type selection costs shall be greater than CONSULTANT has currently budgeted for. Such work may be considered contingency work and shall be subject to a written Task Order or Work Order issued by COUNTY and approved by CONSULTANT.

CONSULTANT shall develop key architectural details for incorporation into the bridge general plan and structure plans. These details shall be for such items including belvederes, light fixtures, standards and outriggers, handrails/auto barriers, cable connections, sidewalk and pier shapes, surface patterns, sign standards and sidewalk profiles. Details shall be developed for the purpose of incorporating estimated costs into the marginal estimate for the bridge.

Assumptions:

- Two (2) rounds of Caltrans review of the Type Selection Memorandum is assumed.
- COUNTY shall authorize geotechnical drilling program for land based borings.
- Structure type is assumed to be a typical cast-in-place post tensioned box girder or a precast wide flange girder.

Deliverables:

- Draft and final Bridge General Plan and Bridge General Plan Estimate.
- Structure Type Selection Memorandum.
- Bridge Type Selection Report.

Duration:

- Draft and final Bridge General Plan and Bridge General Plan Estimates, Structure Type Selection Memorandum, and Bridge Type Selection Report shall be submitted within eight (8) months following the completion of Phase 2A.

Item of Work 4.9 - Geotechnical Studies - WBS Activity Code P400P

CONSULTANT shall perform geotechnical explorations and geotechnical evaluations to develop foundation recommendations and other geotechnical engineering recommendations to complete the design. This scope of work includes a preliminary subsurface exploration to support preparation of a Preliminary Foundation Report, Draft Geotechnical Design Report and Draft Foundation Report, followed by a final geotechnical exploration after selection of a preferred alternative. The results of the final geotechnical exploration shall be used in preparation of the Final Geotechnical Design Report and Final Foundation Report for the Project. CONSULTANT shall complete the following tasks under this item of work:

Subsurface Explorations

Eight (8) explorations are proposed for the preliminary exploration (Stage 1 Exploration) at locations outside of the river channel to depths of 20 to 80 ft., as follows:

- Six (6) bridge borings to maximum depths of 80 ft (assumed average depths of 60 ft ea).
- Two (2) roadway borings to depth of 20 ft each.

During a final exploration (Stage 2) for the preferred alternative, it is assumed that the exploration shall include the following work:

- Four (4) bridge borings to maximum depths of 80 ft (assumed average depths of 60 ft ea).
- Two (2) roadway borings to depth of 20 ft each.

CONSULTANT shall perform the subsurface exploration using subcontractor drilling services.

CONSULTANT shall collect soil samples at depth intervals of approximately five (5) feet during the drilling operations, using Standard Penetration Testing (SPT) and California samplers.

If the borings encounter hard rock within the maximum depth discussed above, the boring shall be advanced using rock coring to a maximum of ten (10) feet per boring. Roadway borings advanced during the final stage of exploration shall include coring to the maximum depth of cut, not to exceed the depths described above.

Assumptions:

- Barge and crane work not to exceed $15,000 in expenses.
- Per Item of Work 3.15, required permits shall be obtained.
- It is assumed that traffic control shall be required for three (3) of the deeper explorations and the two (2) roadway borings, but that other borings can be performed with no traffic control.
- CONSULTANT shall obtain encroachment or access permits and drilling well permits from COUNTY and Caltrans. Fees for encroachment permits and drilling permits will either be waived or paid by COUNTY. Other permitting for environmental impacts may be required and is not included within this scope of work.
- Geotechnical drilling may encounter hazardous materials or soil and groundwater contamination. If such materials are encountered, drilling operations shall be halted.
- CONSULTANT shall contact Underground Services Alert (USA) for utility locating prior to drilling and coordinate the drilling with firms identified by USA for utility locating.
- Every effort shall be made to minimize damage to existing shrubbery, vegetation, and grading due to exploration. Unless otherwise agreed, surface restoration of disturbance due to the drilling operations shall be limited to replacement of pavement materials and removal of drill cuttings from paved areas. Unpaved areas shall be graded smooth and left in a condition consistent with the original as practicable.
- All fieldwork shall be performed during daylight hours.

Laboratory Testing

CONSULTANT shall use samples collected from the field exploration in a laboratory testing program to measure index properties and evaluate the engineering characteristics of the soil. The laboratory testing program may include, but not be limited to the following:

- Moisture Content (ASTM D 2216)
- Atterberg Limits (ASTM D 4318)
- Grain Size Analysis with Hydrometer (ASTM D 422)
- Moisture-Density (ASTM D 1557)
- Unconfined Compression Test on Rock (ASTM D 7012)
- R-value (CTM 301)
- Soil Chemistry for Corrosion -pH, Chlorides, Sulfates, and Resistivity (CTM 643, CTM 417 and CTM 422)

Geotechnical Design Report

CONSULTANT shall present the geotechnical investigations, laboratory testing, geotechnical analyses, studies, roadway structural sections, retaining wall recommendations, and associated documentation in a Geotechnical Design Report (GDR) conforming to Caltrans requirements in accordance with the latest edition of Caltrans' Guidelines for Preparing Geotechnical Design Reports. The purpose of the GDR is to provide geotechnical recommendations and opinions to aid in Project roadway design. CONSULTANT shall prepare a draft report after the initial site borings to address up to three (3) alternatives. The final report shall be prepared after selection of the preferred alternative and the Stage 2 explorations. CONSULTANT shall submit the draft and final GDR to COUNTY for review and comment prior to submitting the final GDR to Caltrans for its review and comment.

Preliminary Foundation Report

CONSULTANT shall prepare a Preliminary Foundation Report (PFR) to address retaining walls and the proposed bridge structures (for up to three [3] alternative locations), after the preliminary subsurface exploration. The purpose of the PFR shall be to document existing conditions, provide preliminary foundation recommendations, and develop specific requirements for additional design-level geotechnical investigations. During preparation of the report, the CONSULTANT shall provide preliminary evaluations of the following:

- Seismicity.
- Seismic hazards, including liquefaction susceptibility.
- Axial resistance (capacity) versus depth of drilled shaft foundations.
- Axial resistance versus depth of driven pile foundations.
- Bearing capacity of shallow foundations.
- Lateral resistance of deep foundations.

This scope of work assumes that Acceleration Response Spectrum (ARS) curves shall be developed for the PFR in accordance with the Caltrans Seismic Design Criteria and development of site-specific ARS curves shall not be required.

CONSULTANT shall also review information from available, published geologic information, as-built data, and findings from site reconnaissance. The PFR shall be prepared in accordance with Caltrans' Guidelines for Foundation Report Preparation for Bridges (December 2009).

Foundation Report (Stage 1)

Preparation of a Foundation Report (for up to three [3] alternatives) shall require a geotechnical exploration with soil borings at each of the foundation support locations for the proposed Bridge (where property access allows), and soil borings along proposed retaining wall locations.

CONSULTANT shall prepare an initial draft of the Foundation Report (Stage 1 Foundation Report) and submit to COUNTY for review and comment prior to submittal to Caltrans for its review and comment. The Stage 1 Foundation Report shall be prepared for up to three (3) alternative locations on the basis of the first subsurface exploration to include a discussion of the geotechnical evaluation, including the following:

- Evaluation of liquefaction potential based on the findings from the field exploration.
- Detailed evaluation of foundations for the bridge (shallow or deep foundations).
- Evaluation of earth pressures on abutments.
- Evaluation of foundation conditions for abutment retaining walls.

It is anticipated that the Stage 1 Foundation Report shall identify the recommended foundation type and estimated depths.

Foundation Report (Stage 2)

CONSULTANT shall complete Stage 2 explorations to confirm that conditions at the pier locations for the selected alternative are consistent with conditions interpreted from Stage 1, and to finalize recommendations. CONSULTANT shall prepare a draft Stage 2 Foundation Report and submit to COUNTY for review and comment prior to submittal to Caltrans for its review and comment. A Final Foundation Report (Stage 2) shall be developed to summarize the findings from all subsurface explorations, present a complete summary of the geotechnical evaluation, and determine the final foundation recommendations for all foundations for the selected alternative.

It is anticipated that some of the proposed boring locations shall not be accessible until after preparation of environmental documents. It is anticipated that based on the Stage 1 borings, the foundation types and size can be developed for these locations, subject to confirmation by later explorations.

Assumptions:

- Shallow draft barges can be launched from the shore using a crane to place the barges, and the drill rig.
- The water shall be sufficiently deep enough to allow operation of a shallow draft barge to carry the drill rig into position for pier locations in the South Fork of the American River.

Deliverables:

- Preliminary Foundation Report.
- Draft and final Geotechnical Design Report.

- Draft and final Stage 1 Foundation Report.
- Draft and final Stage 2 Foundation Report.
- Final Foundation Report including response to PDT comments.

Duration:

- Preliminary, draft, and final Foundation Reports shall be submitted within six (6) months following the completion of the section 4(f) administrative draft.

Item of Work 4.10 - Hydrology and Hydraulics - WBS Activity Code P405P

CONSULTANT shall prepare a Stormwater Management Plan for the Project and perform technical studies for Project impacts for three (3) corridors on hydrology, floodplains, drainage, and water quality. Based on the level of impact and need for mitigation, CONSULTANT shall work with COUNTY to propose mitigation measures. CONSULTANT shall prepare the draft, draft final, and final technical reports to summarize the study findings and recommendations for mitigation. CONSULTANT shall complete the following reports, assessments and studies:

Assumptions:

- The Stormwater Data Report shall address only the impacts from the Project and shall utilize Caltrans standard checklists.
- The hydraulic study shall be performed using the available data from the Federal Emergency Management Agency (FEMA), Caltrans, and COUNTY Detailed creek channel cross-section survey shall be performed during the final design (PS&E) phase of the Project.

Field Reconnaissance

CONSULTANT shall perform field reconnaissance to assess the existing site conditions and potential design issues.

Stormwater Data Report

CONSULTANT shall prepare a PR/ED-level Stormwater Data Report summarizing the Project impacts for three (3) corridors to water quality, general mitigation measures, and recommended temporary construction site, and permanent best management practices (BMPs). In order to address the new Construction General Permit requirements, CONSULTANT shall research the calculations and factors for risk assessment as well as Project-specific needs for BMP implementation. The study shall address only the impacts from the Project, and shall utilize Caltrans standard checklists. CONSULTANT shall also address the need for erosion control measures.

In order to provide the existing physical and regulatory environment information for the water quality section of the PR/ED phase, CONSULTANT shall research and evaluate the following:

- Current and upcoming laws that relate to water quality.
- Field surveys.
- Conditions of the watershed, existing drainage, and hydrology.

- Land use, geography and topography of the Project area.
- Beneficial uses for all potentially affected waters.
- Water quality objectives for all potentially affected waters.
- Any monitoring data from other agencies.
- Potential sources of pollutants.

CONSULTANT shall evaluate the water quality impacts for each proposed alternative alignments and recommend possible mitigation measures to reduce the adverse impacts to water quality.

Floodplain Location Hydraulic Study

CONSULTANT shall research the available hydrologic and hydraulic information of the South Fork of the American River in the area of the Project. CONSULTANT shall perform a floodplain risk assessment to assess the existing floodplain limits and determine the potential floodplain impacts from the proposed Project alternative alignments. CONSULTANT shall work with COUNTY to minimize any potential floodplain impacts and prepare a technical report to summarize the floodplain impacts and need for mitigation. The hydraulic study shall be performed using mainly the available data from FEMA, Caltrans, and COUNTY.

Drainage/Hydromodification Assessment

CONSULTANT shall assess the Project's impacts to the existing drainage systems and perform a conceptual design of the drainage improvements. CONSULTANT shall also perform the preliminary drainage design calculations and prepare a Drainage/Hydromodification Assessment Report for the Project.

Deliverables:

- Stormwater Management Plan.
- Stormwater Data Report (Draft, Draft Final, and Final; five [5] hard copies and one [1] electronic copy).
- Water Quality Report (Draft, Draft Final, and Final; five [5] hard copies and one [1] electronic copy).
- Floodplain Evaluation Study Report (Draft, Draft Final, and Final; five [5] hard copies and one [1] electronic copy).
- Drainage/Hydromodification Assessment Report (Draft, Draft Final, and Final; five [5] hard copies and one [1] electronic copy).

Duration:

- All deliverables under this Item of Work shall be submitted within three (3) months following the completion of the section 4(f) administrative draft.

Item of Work 5 - Reports - WBS Activity Code P455P

Item of Work 5.1 Prepare Project Report Draft

Draft Report Preparation

CONSULTANT shall prepare a draft PR, utilizing the data from the previous tasks and including attachment studies approved by COUNTY that summarize the alternatives development and analysis process. The PR shall include the environmental inventory for the preferred alternatives. Up to three (3) alternatives shall be developed and summarized in the PR.

Deliverables:

- Draft PR.

Duration:

- Draft PR shall be submitted within ninety (90) days following the completion of Item of Work 4 - Engineering.

Draft Report Review

CONSULTANT shall submit the draft PR for review by COUNTY, EDCTC, the State Park, and Caltrans. Agency review comments shall be discussed with COUNTY and a response to comments matrix shall be generated.

Assumptions:

- Two (2) weeks shall be allowed for COUNTY, EDCTC, the State Park, and Caltrans review of the draft PR.

Deliverables:

- Draft PR in electronic format.

Duration:

- Draft PR shall be submitted within four (4) weeks from the time all comments from all reviewers are received.

Final Report Presentation

CONSULTANT shall address the review comments made by COUNTY, EDCTC, the State Park, and Caltrans. CONSULTANT shall hold one (1) meeting with COUNTY to discuss final comments and how they shall be addressed. The general public's comments shall be summarized in the final PR for submittal to COUNTY.

Deliverables:

- Final PR submittal to COUNTY, including four (4) hard copies and an electornic version.

Duration:

- Final report shall be submitted within thirty (30) days after receiving all comments.

Optional Tasks / Contingency Work:

COUNTY may require CONSULTANT to perform additional Optional Tasks or Contingency Work. Such Contingency Work may supplement, expand or otherwise modify the Scope of Work, but not be limited to, tasks that are deemed critical by COUNTY's CA. If CONSULTANT's services are required for Contingency Work, COUNTY's CA will issue separate Task Orders and/or Work Orders for CONSULTANT to perform those tasks in accordance with the provisions of this Agreement. Such Contingency Work may include, but not be limited to, the following:

Value Analysis Study

CONSULTANT shall lead a Value Analysis (VA) workshop for the Project based upon guidance published by The Society of American Value Engineers (SAVE) and comply with the National Highway System Value Engineering (NHS VE) mandate and follow the Caltrans VA methodology as outlined in the Chapter 19, "Value Analysis" of the Project Development Procedures Manual (PDPM) and detailed in the Caltrans VA Team Guide and Report Guide. CONSULTANT shall complete the following items if deemed necesarry by COUNTY's CA:

- Provide on-site team leadership and final report documentation for a five (5) day Project workshop.
- Provide a qualified, independent Certified Value Specialist (CVS), certified by SAVE International and a registered Professional Engineer (PE) with civil/transportation engineering background.
- Provide VA study documentation in accordance with the Caltrans VA Report Guide.
- CONSULTANT shall provide two (2) team members in addition to the CVS facilitator. It is assumed that the total team shall consist of six (6) to eight (8) members with specific expertise to serve as members of a VA team. This selection of team members shall be coordinated with COUNTY and Caltrans. The potential full-time team members may include the following disciplines:
  - Roadway Design
  - Bridge Design
  - Geotechnical
  - Construction Estimating
  - Other team members to be provided by stakeholder agencies

Pre-workshop Activities

- Conduct an Orientation meeting with the Steering Committee.
- Finalize VA team and develop the agenda for the designer's presentation.
- Review available Project background materials.
- Distribute background logistics information to the Project team.
- Prepare pre-workshop.
- Prepare Cost models and Pareto analyses.

Value Workshops

- The general agenda for value workshop is as follows:

Day 1

- Design presentation.
- Tour of the Project site to supplement the designer's presentation.
- Discuss Project cost drivers.

Day 2

- Complete Project cost drivers analysis.
- Prepare functional analysis system techniques (FAST) diagrams covering the cost drivers and the major Project components.
- Pinpoint the high cost functions of the Project.
- Brainstorm value improvement ideas.

Day 3

- Refine value improvement ideas developed the previous day to a manageable number.
- Use pass-fail technique to pare the initial list.
- Present preliminary listing of ideas to the Steering Committee to prevent surprises and to identify any fatal flaws.
- Discuss advantages and disadvantages of each.
- Develop proposals in detail.
- Review requirements for VA proposal development to solidify the expectations of the team members.
- Prioritize the value proposals.

Day 4

- Formal value proposal write-ups for each analysis shall be prepared using an identical format, which includes the following:
  - Description of the original, as-designed concept.
  - Description of the initial and VA concepts.
  - Reason to implement the idea.
  - Life-cycle calculations.
  - Supporting sketches and catalogue cuts.

Day 5

- Finalize the alternatives evaluation.
- Prepare Preliminary Report and Exit presentation.
- Review value proposal for technical presentation, written clarity, and mathematical and grammatical errors.

Exit Presentation

- CONSULTANT's VA team shall present its findings to the Steering Committee and the designer in an Exit Presentation. The agenda for this presentation shall include a descriptive discussion of each value proposal, including the anticipated advantages and disadvantages, cost savings, and actions required for implementation.

Implementation Meeting

- Approximately one (1) to two (2) weeks after the Exit Presentation, CONSULTANT's VA team leaders and selected PDT team members shall reconvene to discuss the acceptance or rejection of the value proposals and discuss in detail the merits of each value suggestion.
- The Implementation meeting shall provide the venue for each stakeholder to present their case for the acceptance, acceptance with modification, or rejection of the value proposals.

Aerial Mapping and Field Surveys

CONSULTANT shall acquire and utilize as much existing information and data as possible that are acceptable for a PR/ED. Control surveys, mapping, and land net mapping shall be consistent with PR/ED requirements. All field surveys shall conform to the Caltrans Surveys Manual, including Chapter 2 on Safety, and Figure 2.1 "Caltrans Code of Safe Surveying Practices."

Existing Records

CONSULTANT shall research horizontal, vertical, and land net control information from Caltrans and adjacent agencies. CONSULTANT shall acquire relevant CAD mapping files and geographic information system (GIS) coverage, from Caltrans and COUNTY, representing property boundaries, ROWs, assessor's parcel numbers, street names, and other related information available from COUNTY's database.

Control Surveys

CONSULTANT shall conduct field surveys based on the acquired survey control information to recover, densify, and/or establish Project control and supplemental control for subsequent field survey activities. Surveys shall follow and be in accordance with methodologies and accuracies prescribed in the Caltrans Surveys Manual. Control shall be established as CCS 83, epoch 2004.69.

Land Net Surveys

Taking advantage of field mobilization time, as a subtask of the control surveys effort, CONSULTANT shall tie as many land net and ROW controlling monuments as necessary to georeference GIS and other available information to the Project coordinate system.

Land Net Map

Initially, existing ROW lines and adjacent parcel lines shall be developed from record and graphic data. Once field surveys are complete, CONSULTANT shall transform the data into the Project coordinate system (CCS 83, epoch 2004.69) and compile it into a CAD drawing file for use by the design and ROW team.

Digital Ortho-Photography

CONSULTANT shall develop an auto-correlated color digital ortho-photograph for base mapping and exhibit use on the Project. The ortho-photograph shall be based on ground surveyed control and formatted for 1"=100' plan scale. Approximately fifteen (15) pre-marks shall be required to control the ortho-photography development.

Surveys and Mapping for Environmental Studies

CONSULTANT shall provide field survey and office support for enhancing base maps with locations of critical environmental resources, not previously located by previous biological, wetland, or other environmental studies.

Extended Hazardous Materials Phase II/III Contingency Efforts

Based on the findings from the environmental studies completed under Item of Work 3 and at the direction of COUNTY, CONSULTANT shall conduct laboratory testing and/or prepare analyses identifying hazardous materials in the Project area. For hazardous materials identified, CONSULTANT shall submit documentation and a summary of findings to COUNTY.

The work delineated in this scope of work entails background research and inventory (Phase I) and Extended Phase I sub-surface investigation. It does not include Phase-II evaluation of archaeological resources for National or California Register eligibility, or Phase-III data recovery/mitigation. Phase-II and Phase-III would be conducted under a separate proposal dependent on findings during Phase-I.

Phase II testing – evaluation of the significance of a site and its eligibility to the National and/or California Registers – would be applicable if archaeological sites of unknown eligibility are present within the Project area and cannot be avoided by Project activities. For historic-era sites Phase II evaluation would include additional archival research, development of an Archaeological Evaluation Plan, fieldwork, and an Archaeological Evaluation Report. Phase III data recovery/mitigation would be applicable only if cultural resources evaluated as historically significant are present within the final Project area and cannot be avoided by Project activities. Mitigation may potentially take the form of archaeological data recovery, public education/interpretation, or other means. This phase would be guided by a Treatment Plan to be approved by Caltrans Local Assistance Professionally Qualified Staff (PQS) and Cultural staff.

CEQA/ NEPA Documentation EIR/EIS

If, as a result of the Project Information Review/ PES Update efforts conducted under Item of Work 3.1, Caltrans determines that the Project will significantly affect the environment and is a Class I action in accordance with FHWA's NEPA regulations (23 CFR 771.115), an Environmental Impact Statement shall be prepared. The majority of the Caltrans EA and EIS process are the same; however, the EIS process includes the following additional components that CONSULTANT shall need to address under this Contingency Work.

Scoping & Notice of Intent to Prepare an EIS

If determined to be necessary, the EIS process requires some additional scoping activities that would be addressed under this item of work. CONSULTANT shall complete the activities listed below prior to completion of the NEPA Notice of Intent (NOI). The NEPA NOI serves as the official legal notice that a federal agency (or designee) is commencing to

prepare an EIS. In accordance with the NEPA Assignment (23 USC 327) MOU, the Caltrans Headquarters District Environmental Coordinator must concur in the class of action determination for an EIS before issuance of the NOI. The NOI is ultimately forwarded to FHWA for publication in the Federal Register. In accordance with 32 CFR1508.22, CONSULTANT shall complete the NOI including the following information:

- Coordinate with Caltrans and COUNTY to discuss the EIS process, EIS document requirements, and identify potential cooperating and participating agencies.
- Prepare draft letter to cooperating and participating agencies inviting them to participate in the development of the environmental document.
- Conduct additional public scoping meetings should Caltrans determine that previous scoping meetings were inadequate.
- A description of the proposed action including the type of work, the Project's termini, length, and general location, other federal approvals needed, and timeframe within which the environmental review process shall be started.
- A description of potential alternatives, including the No-build alternative.
- Information regarding the proposed scoping process including whether, when, and where scoping meetings will be held.
- The name and address of a contact within the Caltrans district/region for the proposed Project and the EIS.

Notice of Availability of Final EIS

Under this Item of Work, CONSULTANT shall prepare the NOA of the Final EIS (FEIS) for distribution to affected units of federal, state, and local government and Caltrans. Caltrans will forward the FEIS to FHWA for publication in the Federal Register.

Record of Decision

Following preparation of the FEIS (similar process as a Final EA) and the NOA and at the time the lead agency makes a decision to select a Project alternative, CONSULTANT shall prepare a Record of Decision (ROD) explaining the Agency's course of action. The ROD represents COUNTY's final decision regarding the Project. Under this Item of Work, CONSULTANT shall complete the following:

- Prepare a draft ROD. The ROD shall briefly describe each alternative and explain the balancing of values that formed the basis for the selection of the alternative.
- The ROD shall identify the environmentally preferred alternative.
- The ROD shall summarize any mitigation measures that shall be incorporated into the Project to compensate for identified significant impacts and any measures adopted to otherwise minimize environmental harm. The ROD shall also describe any monitoring or enforcement program adopted for specific mitigation measures and summarize the Section 4(f) Evaluation as applicable.

Permit Applications

The environmental permit applications are prepared after CEQA and NEPA are approved. CONSULTANT shall prepare the applications for the 404, 401, and 1602 permits. Conceptual mitigation included in the NES, BA, and CEQA/NEPA Environmental Document

shall support the permit applications. COUNTY will be responsible for submittal of the permit applications and payment of any associated fees. CONSULTANT shall coordinate as necessary with the applicable agencies to obtain the permits on COUNTY's behalf. Potential permit requirements may include, but not be limited to, U.S. Army Corps of Engineers Section 404 Permit, Regional Water Quality Control Board Section 401 Water Quality Certification, and California Department of Fish and Wildlife 1602 Streambed Alteration Agreement.

Funding Support

CONSULTANT shall provide funding/grant application support if the Project requires additional funding. The Project may also require facilitation of funding agreements between jurisdictional agencies. CONSULTANT shall support COUNTY with these activities.

Bridge Type Charrette #2

A second meeting may be conducted for CONSULTANT to present concepts that address the feedback received at the first meeting and to determine the preferred concept to be carried into type selection and final design. The results and conclusions of the aesthetics meetings shall be summarized in a bridge type charrette summary for use during final design.

CH2M Hill, Inc.

Attachment A

Table 1: Section 4(f) Documentation Assumption						
Potential 4(f) Property	**Potential Actual Use by Corridor # 1**	**Assumed Section 4(f) Documentation for Corridor #1**	**Potential Actual Use by Corridor #2**	**Assumed Section 4(f) Documentation for Corridor #2**	**Potential Actual Use by Corridor #3**	**Assumed Section 4(f) Documentation for Corridor #3**
Recreational						
Marshall Gold Discovery State Historic Park--e.g. picnic areas (North Beach), hiking/interpretative trails (Levee Trail/Gold Discovery Loop Trail), river access	Yes	Individual Section 4(f)--although "use" may be small in acreage, Parks would see more than minor impacts to key attributes	Yes	Individual Section 4(f)--although "use" may be small in acreage, Parks would see more than minor impacts to key attributes	Yes	De Minimis[1]
South Fork American River (as depicted in ED County RMP/ED County GP)	No, assuming no footings in river	Resource Evaluated Relative to the Requirements of 4(f)[3]	No, assuming no footings in river	Resource Evaluated Relative to the Requirements of 4(f)[3]	No, assuming no footings in river	Resource Evaluated Relative to the Requirements of 4(f)3
Historic						
Mt. Murphy Bridge	Yes	Programmatic[1]	No (assuming bridge can be left in place w/agreement)	Resource Evaluated Relative to Requirements of 4(f)[2]	No (assuming bridge can be left in place with agreement)	Resource Evaluated Relative to Requirements of 4(f)[2]
Marshall Gold Discovery State Historic Park / Coloma Historic District (contributing elements)	Possibly	Individual Section 4(f)—assumes adverse effect to contributing elements[4]	Possibly	Individual Section 4(f)—assumes adverse effect to contributing elements[4]	Possibly	Individual Section 4(f)—assumes adverse effect to contributing elements[4]
Grange Hall	Possibly (need to assess eligibility)	Individual[4]	No	Resource Evaluated Relative to the Requirements of 4(f)	No	Resource Evaluated Relative to the Requirements of 4(f)
Historic archaeological site between Bekeart and Argonaut	Possibly (need to assess eligibility & need for preservation in place)	De Minimis[4]	No	Resource Evaluated Relative to the Requirements of 4(f)	No	Resource Evaluated Relative to the Requirements of 4(f)
Historic archaeological site at Gold Discovery Site	No	Resource Evaluated Relative to the Requirements of 4(f)	Possibly (5)	De Minimis[1,5]	No	Resource Evaluated Relative to the Requirements of 4(f)
WPA post and rail wall	No	Resource Evaluated Relative to the Requirements of 4(f)	Possibly	De Minimis[1,5]	No	Resource Evaluated Relative to the Requirements of 4(f)

Notes:
1—Fall back would be Individual Section 4(f)
2—Fall back would be Programmatic and if that fails, then Individual Section 4(f)
3—Fall back would be De Minimis and if that fails, then Individual Section 4(f)
4—Fall back would be De Minimis if eligible and no adverse effect; if no contributing elements used, then Resources Evaluated Relative to the Requirements of Section 4(f)
5—Fall back would be Resources Evaluated Relative to the Requirements of Section 4(f) if not eligible and/or not used

CH2M Hill, Inc.

Exhibit B

Rate Schedule

CLASSIFICATION	Hourly Rate Range
Principal Technologist / Consultant / Sr. Project Manager	$ 87.59 – 106.75
Sr. Technologist / Project Manager / Sr. Professional	$ 75.37 – 93.41
Professional / Associate Project Manager	$ 73.15 – 90.33
Mid-Professional	$ 49.21 – 68.77
Jr. Professional	$ 30.59 – 39.01
Sr. Technician / Sr. Administrative	$ 40.34 – 58.51
Staff Technician / Mid Administrative / Graphics	$ 33.69 – 43.62
Office / Clerical / Administrative	$ 25.71 – 33.36

Overhead Rate **105.05%**

Fee (Profit) **10.00%**

Total Fixed Fee (Profit) shall not exceed **$83,490.00.**

Mileage Reimbursement

Reimbursement for mileage expenses for CONSULTANT and subconsultants shall be compensated in accordance with all of the provisions of ARTICLE V, Allowable Costs and Payments, of this Agreement.

Other Direct Costs Markup

Other direct costs including, but not limited to, special reproductions and other outside services authorized herein, shall be invoiced at CONSULTANT's cost, without markup, for the services rendered. Any invoices that include other direct costs shall be accompanied by backup documentation to substantiate CONSULTANT's costs for the services being billed on those invoices.

Rate Increases

Any increases in CONSULTANT's hourly rates shall be in accordance with ARTICLE V, Allowable Costs and Payments, of this Agreement and are subject to written approval by COUNTY's CA.

CH2M Hill, Inc.

Exhibit C

Cost Estimate

Phase 2A

Item of Work	Description	Cost
Item of Work 1	Project Management	$ 106,504.00
Item of Work 2	Public Outreach and Involvement	$ 42,662.00
Item of Work 3	Environmental	$ 70,904.00
Item of Work 4	Engineering	$ 174,049.00
	Consultant Other Direct Costs	$ 11,000.00
	Consultant Subtotal	**$ 405,119.00**
Subconsultants:		
	MacDonald Architects	$ 50,903.28
	WRECO	$ 20,999.00
	Bender Rosenthal, Inc.	$ 21,000.00
	Environmental Science Associates (ESA)	$ 168,452.63
	Sycamore Environmental Consultants, Inc.	$ 149,517.28
	Taber Drilling	$ 83,133.00
	Subconsultant Subtotal	**$ 494,005.19**
	Total Phase 2A Cost Estimate	**$ 899,124.19**

Phase 2B

Item of Work	Description	Cost
Item of Work 1	Project Management	$ 108,906.00
Item of Work 2	Public Outreach and Involvement	$ 81,006.00
Item of Work 3	Environmental	$ 127,062.00
Item of Work 4	Engineering	$ 40,518.00
Item of Work 5	Project Report	$ 29,220.00
	Consultant Other Direct Costs	$ 13,991.93
	Consultant Subtotal	**$ 400,703.93**

Subconsultants:

MacDonald Architects	$ 2,594.84
WRECO	$ 12,592.00
Environmental Science Associates (ESA)	$ 27,613.72
Sycamore Environmental Consultants, Inc.	$ 232,435.06
Subconsultant Subtotal	**$ 275,235.62**
Total Phase 2B Cost Estimate	**$ 675,939.55**

Optional Tasks / Contingency Work:

Consultant	$ 138,748.00
MacDonald and Associates	$ 14,000.00
Sycamore Environmental Consultants, Inc.	$ 139,864.25
Total Optional Tasks / Contingency Work	**$ 292,612.25**

Project Total:

Total Phase 2A Cost Estimate	$ 899,124.19
Total Phase 2B Cost Estimate	$ 675,939.55
Optional Tasks / Contingency Work	$ 292,612.25
Total Project Cost Estimate	**$1,867,675.99**

*All expenses and their distribution among Tasks and Items of Works are estimates only. This Exhibit represents the composition of the total not-to-exceed budget for this Agreement. In the performance of the Scope of Work to be provided in accordance with this cost estimate, CONSULTANT may request to reallocate the expenses listed herein among the various Scope of Work tasks and items of work, Other Direct Costs, and Optional Tasks/Contingency Work identified herein (not including subconsultants), subject to COUNTY's Contract Administrator's written approval. In no event shall the total not-to-exceed amount of the Agreement be exceeded.

CH2M Hill, Inc.

Exhibit D

INTEREST OF CONSULTANT DISCLOSURE STATEMENT

Disclosure of Conflicts

In accordance with ARTICLE XIII, Conflict of Interest, in the space provided below, and on supplemental sheets as necessary, (a) CONSULTANT shall disclose any financial, business or other relationship with COUNTY that may have an impact upon the outcome of this Agreement or any ensuing COUNTY construction project; and (b) CONSULTANT shall disclose current clients who may have a financial interest in the outcome of this Agreement or any ensuing COUNTY construction project.

None

Certification

The undersigned hereby certifies that, to the best of his or her knowledge and belief, no interest exists that is required to be disclosed in this Interest of CONSULTANT Disclosure Statement, other than as disclosed above.

Leslie Bonnean
Signature

Leslie Bonnean
Name

Vice President
Title

CH2M HILL, Inc.
Company Name

6/1/2016
Date

CH2M Hill, Inc.

Exhibit E

DISCLOSURE OF LOBBYING ACTIVITIES

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

1. Type of Federal Action:

☐ a. contract
b. grant
c. cooperative agreement
d. loan
e. loan guarantee
f. loan insurance

2. Status of Federal Action:

☐ a. bid/offer/application
b. initial award
c. post-award

3. Report Type:

☐ a. initial
b. material change

For Material Change Only:
year ____ quarter _____
date of last report _____

4. Name and Address of Reporting Entity

☐ Prime ☐ Subawardee
Tier _____, if known

Congressional District, if known

5. If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of Prime:

Congressional District, if known

6. Federal Department/Agency:

7. Federal Program Name/Description:

CFDA Number, if applicable _____

8. Federal Action Number, if known:

9. Award Amount, if known:

10. a. Name and Address of Lobby Entity
(If individual, last name, first name, MI)

b. Individuals Performing Services (including address if different from No. 10a)
(last name, first name, MI)

(attach Continuation Sheet(s) if necessary)

11. Amount of Payment (check all that apply)

$_____ ☐ actual ☐ planned

12. Form of Payment (check all that apply):

☐ a. cash
☐ b. in-kind; specify: nature _____
Value _____

13. Type of Payment (check all that apply)

☐ a. retainer
☐ b. one-time fee
☐ c. commission
☐ d. contingent fee
☐ e deferred
☐ f. other, specify _____

14. Brief Description of Services Performed or to be performed and Date(s) of Service, including officer(s), employee(s), or member(s) contacted, for Payment Indicated in Item 11:

N/A

(attach Continuation Sheet(s) if necessary)

15. Continuation Sheet(s) attached: **Yes** ☐ **No** ☐

16. Information requested through this form is authorized by Title 31 U.S.C. Section 1352. This disclosure of lobbying reliance was placed by the tier above when his transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to Congress semiannually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

Signature: Leslie Bonneau
Print Name: Leslie Bonneau
Title: Vice President
Telephone No.: 916.286.0209 Date: 6/1/2016

Authorized for Local Reproduction

Standard Form - LLL

Federal Use Only:

Standard Form LLL Rev. 04-28-06

Distribution: Orig- Local Agency Project Files

CH2M Hill, Inc.

Exhibit E

INSTRUCTIONS FOR COMPLETION OF SF-LLL, DISCLOSURE OF LOBBYING ACTIVITIES

This disclosure form shall be completed by the reporting entity, whether subawardee or prime federal recipient at the initiation or receipt of covered federal action or a material change to previous filing pursuant to title 31 U.S.C. Section 1352. The filing of a form is required for such payment or agreement to make payment to lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress an officer or employee of Congress or an employee of a Member of Congress in connection with a covered federal action. Attach a continuation sheet for additional information if the space on the form is inadequate. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered federal action for which lobbying activity is and/or has been secured to influence, the outcome of a covered federal action.
2. Identify the status of the covered federal action.
3. Identify the appropriate classification of this report. If this is a follow-up report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last, previously submitted report by this reporting entity for this covered federal action.
4. Enter the full name, address, city, state and zip code of the reporting entity. Include Congressional District if known. Check the appropriate classification of the reporting entity that designates if it is or expects to be a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the first tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.
5. If the organization filing the report in Item 4. checks "Subawardee" then enter the full name, address, city, State and zip code of the prime federal recipient. Include Congressional District, if known.
6. Enter the name of the federal agency making the award or loan commitment. Include at least one organization level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the federal program name or description for the covered federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans and loan commitments.
8. Enter the most appropriate federal identifying number available for the federal action identification in item 1 (e.g., Request for Proposal (RFP) number, Invitation for Bid (IFB) number, grant announcement number, the contract grant. or loan award number, the application/proposal control number assigned by the federal agency). Include prefixes, e.g., "RFP-DE-90-001."
9. For a covered federal action where there has been an award or loan commitment by the Federal agency, enter the federal amount of the award/loan commitments for the prime entity identified in item 4 or 5.
10. Enter the full name, address, city, state and zip code of the lobbying entity engaged by the reporting entity identified in Item 4. to influenced the covered federal action.
11. Enter the full names of the individual(s) performing services and include full address if different from 10 (a). Enter Last Name, First Name and Middle Initial (MI).
12. Enter the amount of compensation paid or reasonably expected to be paid by the reporting entity (Item 4) to the lobbying entity (Item 10). Indicate whether the payment has been made (actual) or will be made (planned). Check all boxes that apply. If this is a material change report, enter the cumulative amount of payment made or planned to be made.
13. Check the appropriate box(es). Check all boxes that apply. If payment is made through an in-kind contribution, specify the nature and value of the in-kind payment.
14. Check the appropriate box(es). Check all boxes that apply. If other, specify nature.
15. Provide a specific and detailed description of the services that the lobbyist has performed or will be expected to perform and the date(s) of any services rendered. Include all preparatory and related activity not just time spent in actual contact with federal officials. Identify the federal officer(s) or employee(s) contacted or the officer(s) employee(s) or Member(s) of Congress that were contacted.
16. Check whether or not a continuation sheet(s) is attached.
17. The certifying official shall sign and date the form, print his/her name title and telephone number.

Public reporting burden for this collection of information is estimated to average 30-minutes per response, including time for reviewing instruction, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, D.C. 20503.

CH2M Hill, Inc.

Exhibit F

IRAN CONTRACTING ACT CERTIFICATION

(Public Contract Code Section 2200 *et seq.*)

As required by California Public Contract Code Section 2204, I certify subject to penalty for perjury that: (i) I am duly authorized to execute this certification on behalf of CONSULTANT; and (ii) the option checked below relating to CONSULTANT's status in regard to the Iran Contracting Act of 2010 (Public Contract Code Section 2200 *et seq.*) is true and correct:

CONSULTANT is not:

(i) identified on the current list of persons and entities engaging in investment activities in Iran prepared by the California Department of General Services in accordance with subdivision (b) of Public Contract Code Section 2203; or

(ii) a financial institution that extends, for 45 days or more, credit in the amount of $20,000,000 or more to any other person or entity identified on the current list of persons and entities engaging in investment activities in Iran prepared by the California Department of General Services in accordance with subdivision (b) of Public Contract Code Section 2203, if that person or entity uses or will use the credit to provide goods or services in the energy sector in Iran.

COUNTY has exempted CONSULTANT from the requirements of the Iran Contracting Act of 2010 after making a public finding that, absent the exemption, COUNTY will be unable to obtain the goods and/or services to be provided pursuant to the Agreement.

Signed Rosie Bonneau

Titled Vice President

Firm CH2M HILL, Inc.

Date 6/8/2016

Note: In accordance with Public Contract Code Section 2205, false certification of this form shall be reported to the California Attorney General and may result in civil penalties equal to the greater of $250,000 or twice the Agreement amount, termination of the Agreement and/or ineligibility to bid on public contracts for three (3) years.

COUNTY OF EL DORADO
COMMUNITY DEVELOPMENT AGENCY
TRANSPORTATION DIVISION

INTEROFFICE MEMORANDUM

Date: May 26, 2016

To: Bard R. Lower, Director

From: Matt Smeltzer, Deputy Director

Subject: Delegation of Signature Authority

I will be out of the office on vacation from Wednesday, June 1 through Friday, June 3, 2016. I will return to the office on Monday, June 6, 2016.

During my absence, I am delegating my signature authority to Dustin Harrington, Senior Civil Engineer.

Matthew Smeltzer, Deputy Director, Engineering — Date 5/24/16

Dustin Harrington, Senior Civil Engineer — Date 5/26/2016

cc: Steve Pedretti, Director, Community Development Agency
Kate Sampson, Assistant Director, Administration & Finance
Don Spear, Deputy Director, Maintenance
John Kahling, Deputy Director, Engineering
Andrew Gaber, Deputy Director, DRE