

Quincy Engineering, Incorporated

**Project Delivery Support Services for the Mosquito Road Bridge at South Fork
American River Project**

AGREEMENT FOR SERVICES #467-S1411

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 Quincy Engineering, Incorporated, a corporation duly qualified to conduct business in the State of California, whose principal place of business is 11017 Cobblersrock Drive, Suite 100, Rancho Cordova, California 95670 (hereinafter referred to as "Consultant");

RECITALS

WHEREAS, County has determined that it is necessary to obtain a Consultant to assist its Community Development Agency, Transportation Division (Transportation Division) with project delivery support services, including updating the feasibility study, obtaining Caltrans' approval, and providing environmental support services for the Mosquito Road Bridge at South Fork American River 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 Mosquito Road Bridge at South Fork American River 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 update the feasibility report, obtain Caltrans' Project approval, and provide environmental support services, and other Project delivery support services including, but not limited to, those tasks identified in Exhibit A, marked "Scope of Work," incorporated herein and made by reference a part hereof.

Unless otherwise indicated below, and notwithstanding any other provision of this Agreement to the contrary, deliverables for the specific items of work to be provided under Exhibit A shall be as specified therein, shall be prepared using the software described in Section E 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 Notice to Proceed for the Tasks and Items of Work identified in Exhibit A and Consultant shall not commence work on any Task and/or Item of Work until receiving the Notice to Proceed. No payment will be made for any work performed prior to the date specified in the Notice to Proceed.

- C. In addition to the Scope of Work identified in Exhibit A, hereto, this Agreement may also include Supplemental Item of Work, Task 7 – Traffic Analysis. County's Contract Administrator will issue a separate written Notice to Proceed to Consultant for Supplemental Item of Work, Task 7. Consultant shall not commence work on Supplemental Item of Work, Task 7 until receiving the appropriate Notice to Proceed. No payment will be made for any work performed prior to the date specified in the Notice to Proceed.
- D. In addition to the specific services identified in Exhibit A, or as assigned to Consultant as Supplemental Item of Work, Task 7 hereunder, this Agreement may also include Optional Services. Such Optional Services 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 Services under this Agreement, the parties will identify the specific services to be provided for each assignment in individual Task Orders and/or Work Orders to be issued in accordance with this Agreement.

The specific services for each Optional Services 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 or subconsultants to be used, 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 Services, a schedule including a list of tasks

with completion dates, a target completion date for the overall scope of work, and a not-to-exceed cost itemization to complete the work (resulting in a Task Order or a Work Order, as applicable), which shall require written approval, authorization, and written notification to proceed from County's Contract Administrator, prior to commencement of the work. No payment will be made for any Optional Services assignment performed prior to approval and full execution of the Task Order or Work Order, as applicable, and no payment will be made for amounts in excess of the not-to-exceed amount of the Task Order or Work Order.

County's Contract Administrator will issue a written Task Order for work assignments where the not-to-exceed cost itemization is greater than \$10,000. County's Contract Administrator will issue a written Work Order for any work assignments where the not-to-exceed cost itemization is \$10,000 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 and Work Orders and Task Order and Work Order Amendments on Consultant's behalf. Consultant's notification of individuals authorized to execute Task Orders and Work Orders and Task Order and Work Order Amendments on Consultant's behalf shall be communicated to County in accordance with the provisions of ARTICLE XIX, Notice to Parties, of this Agreement.

The period of performance for Task Orders and Work Orders shall be in accordance with dates specified in each Task Order or Work Order. No payment will be made for any work performed before or after the period of performance in the Task Order or Work Order, unless County and Consultant amend the Task Order or Work Order. No Task Order or Work Order will be written which extends beyond the expiration date of this Agreement, nor the cumulative total of the not-to-exceed Agreement amount.

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 and/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.

- E. 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). All plans, specifications and similar documents shall be produced in MicroStation and submitted in both MicroStation and AutoCAD 2010 formats. All deliverables shall be submitted in language, format and design that are compatible with and completely transferable to County's computer and engineering applications and that are acceptable to County's Contract Administrator. Newer versions of software may be used and other engineering software used for analytical purposes may be authorized if approved 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 Services. Failure to submit the required deliverables in the format required shall be grounds for termination of the Agreement, as provided in ARTICLE XVIII, Default, Termination, and Cancellation, herein.

- F. Consultant's responsibilities for compliance with Disadvantaged Business Enterprise (DBE) requirements are described in ARTICLE XLI, Disadvantaged Business Enterprise (DBE) Considerations, and in ARTICLE XLII, DBE Participation, herein.

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

ARTICLE II

Term: This Agreement shall become effective upon final execution by both parties hereto and shall expire upon County's acceptance of the Project Report and Environmental Impact Report for the Project.

ARTICLE III

Compensation for Services: For services provided herein including all of the deliverables described in Exhibit A, Scope of Work, and in the individual Task Orders and Work Orders issued, if applicable, pursuant to this Agreement, and including all of the forms and reports required under the Disadvantaged Business Enterprise (DBE) provisions of this Agreement, and including the progress reports required in ARTICLE VII, Progress Reports, below, County agrees to pay Consultant monthly 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. The billing rates specified in the Agreement shall include direct salary cost, employee benefits, overhead and fee, as applicable. The hourly rates listed on the Rate Schedule shall not be adjusted for the performance period set forth in this Agreement. Subconsultant services, if any are authorized herein, shall be invoiced at Consultant's cost, without markup, for the services rendered. Any invoices that include subconsultant costs shall be accompanied by backup documentation to substantiate Consultant's cost for the subconsultant services being billed.

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

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

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

For the purposes of budgeting the items of work indentified in Exhibit A, Scope of Work, the maximum allowable billing amounts for each item of work are described in Exhibit C. The amounts indicated in Exhibit C represent the composition of the total not-to-exceed budget for the various items of work. In the performance of the scope of services to be provided under this Agreement, Consultant may request to reallocate the expenses listed in Exhibit C among the various Scope of Work tasks and items of work, Other Direct Costs, Supplemental Item of Work Estimate, and Optional Services identified therein (not including subconsultants), subject to County's Contract Administrator's written approval. Consultant may request to reallocate the amounts listed herein for its subconsultants among each individual subconsultant's tasks or items of work (subconsultant direct costs) and subconsultant's Other Direct Costs and not among the various 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.

The total amount of this Agreement, including all of the services detailed in Exhibit A and including the Supplemental Item of Work or Optional Services, if any, which may be assigned, and inclusive of all work of subconsultants, costs, expenses, Task Orders, and Work Orders shall not exceed \$1,204,834. It is understood and agreed that there is no guarantee that this amount will be authorized under this Agreement through Task Orders or Work Orders.

Itemized invoices shall follow the format specified by County and shall reference this Agreement number and the County-supplied Task Order or Work Order number, if applicable, 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 for the invoice on their faces. Consultant shall bill County for only one (1) Task Order or Work Order per invoice. Consultant shall prepare and submit a fully executed "Final Report--Utilization of Disadvantaged Business Enterprises (DBE), First-Tier

Subconsultants" form with its final invoice. Twenty-five percent (25%) of the value of the final invoice shall be withheld until County's receipt and approval of the required DBE form. Consultant's responsibilities for compliance with DBE requirements are described in ARTICLE XLI, Disadvantaged Business Enterprise (DBE) Considerations, and in ARTICLE XLII, DBE Participation, herein.

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

Consultant shall attach copies of any progress reports required under the provisions of ARTICLE VII, Progress Reports, herein, that relate to the services being billed to every invoice submitted for payment under the terms of this Agreement. Copies of documentation attached to invoices shall reflect Consultant's charges for the specific services billed on those invoices. Invoices shall be mailed to County at the following address:

County of El Dorado
Community Development Agency
Transportation Division
2850 Fairlane Court
Placerville, California 95667
Attn: Matthew D. Smeltzer, P.E., Deputy Director, Engineering
Fairlane Engineering Unit

or to such other location as County directs.

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

ARTICLE IV

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

ARTICLE V

Standards for Work: Services rendered under this Agreement shall be performed in accordance with current County, Caltrans and federal design criteria, regulations, policies, procedures, manuals, and standards, including the guidelines set forth in the *AASHTO Green Book - A Policy on Geometric Design of Highways and Streets*, the *Caltrans Highway Design Manual*, the *Caltrans Bridge Design Manuals*, the *Caltrans Project Development Procedures Manual*, the *Caltrans Local Assistance Procedures Manual*, the

El Dorado County Design and Improvements Standards Manual, the El Dorado County Drainage Manual, Federal Highway Administration (FHWA) Hydraulic Engineering Circular No. 18 and No. 23, and all other applicable Caltrans, FHWA, federal, state and local laws, County guidelines and accepted industry standards, and shall be performed in a safe, professional, skillful and workmanlike manner in accordance with good engineering practices.

Environmental services provided under this Agreement shall be performed in accordance with, and in full compliance with, County, Caltrans and FHWA guidelines, the National Environmental Policy Act (NEPA), Pub. L. 91-190, 42 U.S.C. 4321-4347, January 1, 1970, as amended by Pub. L. 94-52, July 3, 1975, Pub. L. 94-83, August 9, 1975, and Pub. L. 97-258, § 4(b), Sept. 13, 1982, all NEPA guidelines and related regulations, the California Environmental Quality Act (CEQA), Public Resources Code Sections 21000 et. seq., and in full compliance with CEQA Guidelines, California Code of Regulations, Title 14, Chapter 3, Sections 15000 et. seq., such that the work will result in NEPA and CEQA certifiable environmental documents. Services shall further conform to all State of California statutes, regulations and procedures (including those set forth in the Caltrans Local Assistance Procedures Manual, the Local Assistance Program Guidelines, the Caltrans Environmental Handbooks, and the Caltrans Standard Environmental Reference) relating to federal-aid programs, all Title 23 federal requirements, and all applicable federal laws, regulations and policy and procedural or instructional memoranda.

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

Consultant has full responsibility for the accuracy and completeness of the plans and related designs, specifications, estimates, 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 the appropriate approving agencies.

ARTICLE VI

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 VII

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 or 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 VIII

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

ARTICLE IX

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 X

Consultant's Project Manager: Consultant designates Howard Michael, P.E., Senior Project Manager, 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 XI

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

ARTICLE XII

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

ARTICLE XIII

Confidentiality:

- A. Consultant 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 Transportation Division 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 a Legislative committee.

- D. Consultant and any subconsultants authorized under this Agreement shall not issue any news release or public relations item of any nature, whatsoever, regarding work performed or to be performed under this Agreement without prior review of the contents thereof by County, and receipt of County's 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 XIV

Subcontracting, Assignment and Delegation: Consultant is engaged by County for its unique qualifications and skills as well as those of its personnel. Consultant shall not subcontract, delegate, or assign services to be provided, in whole or in part, to any other person or entity without prior written consent of County. County may, at its sole discretion, through its Contract Administrator, authorize Consultant to utilize the specific subconsultants identified in Exhibit A hereto and the specific subconsultants authorized in individual Task Orders and/or Work Orders issued pursuant to this Agreement, for the specific tasks, items of work, and deliverables identified therein or as identified in the individual Task Orders and 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. Consultant shall require each subconsultant, to the extent of the work to be performed by the subconsultant, to be bound to Consultant by the terms of this Agreement and to assume toward Consultant all of the obligations and responsibilities that Consultant, by this Agreement, assumes toward County.

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

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

ARTICLE XV

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

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

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

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

ARTICLE XVII

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

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

In addition to the above, should the Board of Supervisors during the course of a given year for financial reasons reduce or order a reduction in the budget for any County department for which services were contracted to be performed, pursuant to this paragraph in the sole discretion of County, this Agreement 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 XVIII

Default, Termination, and Cancellation:

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

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

- B. **Bankruptcy:** This Agreement, at the option of County, shall be terminable in the case of bankruptcy, voluntary or involuntary, or insolvency of Consultant.

- C. **Ceasing Performance:** County may terminate this Agreement in the event Consultant ceases to operate as a business, or otherwise becomes unable to substantially perform any term or condition of this Agreement.
- D. **Termination or Cancellation without Cause:** County may terminate this Agreement or any Task Order or Work Order issued pursuant to this Agreement, in whole or in part upon seven (7) calendar days' written notice by County for any reason. If such prior termination is effected, County will pay for satisfactory services rendered prior to the effective dates, as set forth in the Notice of Termination provided to Consultant, and for such other services which County may agree to in writing as necessary for contract resolution. In no event, however, shall County be obligated to pay more than the not-to-exceed amount of the Task Order or 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.
- E. 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.
- F. **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.
- G. 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.

ARTICLE XIX

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

To County:

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

Attn.: Matthew D. 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.: Sherrie Busby
 Administrative Services Officer
 Contract Services Unit

or to such other location as County directs.

Notices to Consultant shall be addressed as follows:

Quincy Engineering, Incorporated
11017 Cobblestone Drive, Suite 100
Rancho Cordova, California 95670

Attn.: John S. Quincy
President

or to such other location as Consultant directs.

ARTICLE XX

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 XIX, 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 XXI

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

Except as otherwise prohibited by law, neither State nor any officer or employee thereof is responsible for any injury, damage, or liability occurring by reason of anything done or omitted to be done by Consultant under or in connection with any work, authority, or jurisdiction conferred upon Consultant and arising under this Agreement. Consultant shall fully defend, indemnify and save harmless State and all of its officers and employees from all claims, suits, or actions of every name, kind and description brought forth under, including, but not limited to, tortious, contractual, inverse condemnation, or other theories or assertions of liability occurring by reason of anything done or omitted to be done by Consultant under this Agreement.

ARTICLE XXII

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 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 shall immediately provide a new certificate of insurance as evidence of the required insurance coverage. In the event Consultant fails to keep in effect at all times insurance coverage as herein provided, County may, in addition to any other remedies it may have, terminate this Agreement upon the occurrence of such event. New certificates of insurance are subject to the approval of County's Risk Management Division, and Consultant agrees that no work or services shall be performed prior to the giving of such approval.
- H. The certificate of insurance must include the following provisions stating that:
 1. The insurer will not cancel the insured's coverage without prior written notice to County; and
 2. The County of El Dorado, its officers, officials, employees, and volunteers are included as additional insured, on an additional insured endorsement, but only insofar as the operations under this Agreement are concerned. This provision shall apply to 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 XXIII

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 XXIV

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

Consultant 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. 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. Consultant herein certifies that Consultant does not now have nor shall acquire any financial or business interest that would conflict with the performance of services under this Agreement.

Consultant hereby certifies that neither Consultant, any subconsultants authorized herein nor any firm affiliated with Consultant will bid on any construction contract or construction subcontracts for any construction project resulting from work assigned under this Agreement. An affiliated firm is one which is subject to the control of the same persons through joint-ownership, or otherwise. Additionally, Consultant certifies that no person working under this Agreement is also employed by the construction contractor for any Project included within this Agreement.

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

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

ARTICLE XXV

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

ARTICLE XXVI

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 XXVII

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 XXVIII

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 XXIX

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 XXX

Compliance with Federal, State and Local Agency Requirements: County is relying on federal assistance or grants, state funds and on local agency or other grant funds for all or a portion of the funding for the services to be provided herein. As a requirement of County's use of federal, state and local agency grant funds, County is required to comply with certain contracting requirements and to extend those requirements to all third party contracts. Consultant shall comply with all applicable provisions of federal, state and local agency regulations, including those required by 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 XXXI

Working Office: Consultant shall establish a working office at a place acceptable to County. The parties hereto acknowledge and agree that Consultant's office located at 11017 Cobblestone Drive, Suite 100, Rancho Cordova, California 95670 is acceptable to County.

ARTICLE XXXII

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

- A. Consultant shall comply with 2 CFR Part 225, Cost Principles for State and Local Governments, and with federal administrative procedures pursuant to 49 CFR, Part 18, Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments, and 49 CFR, Chapter 1, Parts 31 et seq., Federal Acquisition Regulations System, insofar as those regulations may apply to Consultant. This provision shall apply to every sub-recipient receiving funds as a Consultant or subconsultant under this Agreement.
- B. Any expenditures for costs for which Consultant has received payment or credit that are determined by subsequent audit to be unallowable under 2 CFR Part 225, 48 CFR, Parts 31 et seq. or 49 CFR, Part 18 are subject to repayment by Consultant to County.
- C. Travel and subsistence (per diem) reimbursements, if applicable, and third-party contract reimbursements to subconsultants will be allowable as Project costs only after those costs are incurred and paid for by Consultant. For the purposes of this Agreement, travel and per diem costs will not be reimbursed for any services performed by Consultant or any authorized subconsultant.
- D. Notwithstanding any other provision of this Agreement to the contrary, payments to Consultant for travel and subsistence (per diem) and mileage expenses, if applicable, for Consultant's staff or for subconsultants claimed for reimbursement

shall not exceed the lesser of (1) the rates to be paid to County employees under the current Board of Supervisors Travel Policy in effect at the time the expenses are incurred; or (2) the rates authorized to be paid to rank and file state employees under the then current State of California Department of Personnel Administration (DPA) rules. If the rates invoiced are in excess of these authorized rates, then Consultant is responsible for the cost difference and any overpayments shall be reimbursed to County upon demand. For the purposes of this Agreement, only mileage expenses for Consultant and for subconsultants, if applicable, shall be eligible for reimbursement in accordance with ARTICLE III, Compensation for Services, above. No reimbursements for travel and subsistence (per diem) expenses for Consultant or subconsultants shall be allowed.

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

ARTICLE XXXIII

Audit and Inspection of Records: Consultant shall maintain and make available to the FHWA, the State of California, the California State Auditor, and County or to any duly authorized representative of the United States Department of Transportation, Comptroller General of the United States, or County all books, documents, papers, job cost records, detailed cost estimates, claims, and accounts, including payment, property, payroll, personnel, subconsultant records, and financial records related to or which arise out of the work or under terms of this Agreement. Consultant shall maintain such books, records, data and documents in accordance with generally accepted accounting principles and in accordance with the provisions of ARTICLE XXX, Compliance with Federal, State and Local Agency Requirements, and ARTICLE XXXII, Cost Principles, above. These books, papers, records, claims and accounts shall be made available for examination during normal business hours and shall be readily available and accessible at Consultant's principal place of business in California, for audit during normal business hours at such place of business. Consultant shall provide office space, photocopies and other assistance to enable audit or inspection representatives to conduct such audits or inspections. This right to audit books and records directly related to this Agreement shall also extend to all subconsultants authorized under this Agreement. Consultant shall incorporate this provision in any subcontract entered into as a result of this Agreement and shall require its subconsultants to agree to cooperate with the listed agencies by making all appropriate and relevant Project records available to those agencies for audit and copying.

ARTICLE XXXIV

Record Retention: All of Consultant's books, papers, job cost records, detailed cost estimates, claims, and accounts, including payment, property, payroll, personnel, subconsultant records, and financial records related to or which arise out of the work or under terms of this Agreement shall be retained for access, inspection and/or audit, as applicable,

by the United States Department of Transportation, the FHWA, Comptroller General of the United States, the State of California, the California State Auditor and County or their duly authorized representatives for at least four (4) years after County's final payment to Consultant under this Agreement.

Consultant shall incorporate this provision in any subcontract entered into as a result of this Agreement.

ARTICLE XXXV

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

The parties hereto have acknowledged this covenant against contingent fees and Consultant has duly executed Exhibit E, marked "Certification of Consultant," which exhibit is incorporated herein and made by reference a part hereof.

ARTICLE XXXVI

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 V, Standards for Work, above or in the individual Task Orders and Work Orders issued pursuant to this Agreement.

ARTICLE XXXVII

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 XXXVIII

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 XXXIX

Copyrights: County may permit copyrighting reports or other Agreement products. If copyrights are permitted, County, the FHWA and the 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 XL

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

ARTICLE XLI

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

ARTICLE XLII

DBE Participation:

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

Consultant shall prepare and submit a fully-executed "Final Report—Utilization of Disadvantaged Business Enterprises (DBE), First-Tier Subconsultants" form with its final invoice. The Local Agency Consultant DBE Commitment form, the Local Agency Proposer DBE Information (Consultant Contracts) form and Final Report—Utilization of Disadvantaged Business Enterprises (DBE), First-Tier Subconsultants form are attached hereto as Exhibit F and are incorporated herein and made by reference a part hereof.

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

ARTICLE XLIII

Nondiscrimination:

- A. In connection with its performance under this Agreement, Consultant and its subconsultants, if any, shall comply with all applicable nondiscrimination statutes and regulations during the performance of this Agreement including, but not limited to the following: Consultant, its employees, subconsultants and representatives shall not unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of race, religious creed, color, national origin, ancestry, physical disability, medical condition, mental disability, marital status, age, sex, or denial of family care leave. Consultant and subconsultants, if any are authorized herein, shall insure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. Consultant and subconsultants if any are authorized herein, shall, unless exempt, comply with the applicable provisions of the Fair Employment and Housing Act (Government Code, Sections 12990 et seq.) and applicable regulations promulgated thereunder (California Code of Regulations, Title 2, Sections 7285.0 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code, Section 12990, set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations are incorporated into this Agreement by reference and made a part hereof as if set forth in full. Consultant, its employees, subconsultants and representatives shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement.
- B. Where applicable, Consultant shall include the nondiscrimination and compliance provisions in any of its agreements that affect or are related to the services performed herein.

- C. The Congress of the United States, the Legislature of the State of California and the Governor of the State of California, each within their respective jurisdictions, have prescribed certain nondiscrimination requirements with respect to contract and other work financed with USDOT FHWA public funds. Consultant agrees to comply with the requirements of Exhibit G, marked "Fair Employment Practices Addendum" and the requirements of Exhibit H, marked "Nondiscrimination Assurances," including Appendices A through D to Exhibit H, both of which exhibits and the four Appendices to Exhibit H are incorporated herein and made by reference a part hereof. Consultant further agrees that any agreement entered into by Consultant with a third party for the performance of Project-related work shall incorporate Exhibits G and H and Appendices A through D to Exhibit H as essential parts of such agreement to be enforced by that third party as verified by County.
- D. Consultant's signature executing this Agreement shall provide any certifications necessary under the federal laws and the laws of the State of California, including but not limited to Government Code Section 12990 and Title 2, California Code of Regulations, Section 8103.

ARTICLE XLIV

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 XLV

Debarment and Suspension Certification:

- A. Consultant's signature affixed herein, shall constitute a certification under penalty of perjury under the laws of the State of California, that Consultant has complied with Title 2, Code of Federal Regulations, Parts 180 and 1200, Debarment and Suspension Certificate, which certifies that it or any person associated therewith in the capacity of the owner, partner, director, officer or manager, is not currently under suspension, debarment, voluntary exclusion or determination of ineligibility by any federal agency; has not been suspended, debarred, voluntarily excluded or determined ineligible by any federal agency within the past three (3) years; does not have a proposed debarment pending; and has not been indicted, convicted or had a civil judgment rendered against it by a court of competent jurisdiction in any manner involving fraud or official misconduct within the past three (3) years. Any exceptions to this certification must be disclosed to County.
- B. Exceptions will not necessarily result in denial of recommendation for award, but will be considered in determining Consultant responsibility. Disclosures must indicate to whom exceptions apply, initiating agency and dates of action.
- C. Consultant agrees to include this Article without modification in all subcontracts.

- D. Exceptions to the Federal Government Excluded Parties List System maintained by the General Services Administration are to be determined by the FHWA.

ARTICLE XLVI

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

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

ARTICLE XLVII

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 will be submitted in writing.
- C. Neither the pendency of a dispute, nor its consideration by the committee will excuse Consultant from full and timely performance in accordance with the terms of this 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 XLVIII

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 Fiscal Officer.
- B. Not later than thirty (30) days after issuance of the final audit report, Consultant may request a review by County's Chief Fiscal Officer of unresolved audit issues. The request for review shall be submitted by Consultant in writing.
- C. Neither the pendency of a dispute nor its consideration by County shall excuse the Consultant from full and timely performance, in accordance with the terms of this Agreement.
- D. Consultant and its subconsultants' Agreements, if any, including cost proposals and indirect cost rates (ICR), are subject to audits or reviews such as, but not limited to, a Contract Audit, an Incurred Cost Audit, an ICR Audit, or a Certified Public Accountant (CPA) ICR Audit Workpaper Review. If selected for audit or review, the Agreement, cost proposal and ICR and related workpapers, 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 Workpaper Review, it is Consultant's responsibility to ensure federal, state, or local government officials are allowed full access to the CPA's workpapers. 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 Task Order and/or Work Order 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 workpapers, will be considered a breach of the Agreement terms and cause for termination of the Agreement and disallowance of prior reimbursed costs.

ARTICLE XLIX

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 L

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 LI

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 LII

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 LIII

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 LIV

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 LV

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 LVI

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 the County." 49 CFR, Part 18 requires a credit to Federal funds when participating equipment with a fair market value greater than \$5,000.00 is credited to the Project.

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

ARTICLE 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 J, 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.

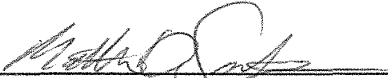
ARTICLE LXIII

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.

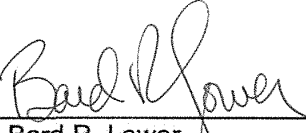
ARTICLE LXIV

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.

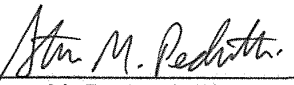
Requesting Contract Administrator Concurrence:

By:  Dated: 7/3/14
Matthew D. Smeltzer, P.E.
Deputy Director, Engineering
Fairlane Engineering Unit
Transportation Division
Community Development Agency

Requesting Division Concurrence:

By:  Dated: 7/7/14
Bard R. Lower
Transportation Division Director
Community Development Agency

Requesting Department Concurrence:

By:  Dated: 7/7/14
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--

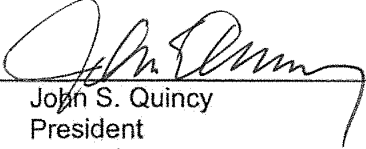
By: _____ Dated: _____


Board of Supervisors
"County"

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

By: _____ Dated: _____
Deputy Clerk

--QUINCY ENGINEERING, INCORPORATED--

By:  _____ Dated: 5/21/14
John S. Quincy
President
"Consultant"

By:  _____ Dated: 5/21/14
Alan P. Glen
Corporate Secretary

QUINCY ENGINEERING, INCORPORATED

Exhibit A

SCOPE OF WORK

SCOPE OF WORK DESCRIPTION

In August 2011, County received federal authorization to complete the Mosquito Road Bridge (State Bridge 25C0061) at the South Fork of American River Project, crossing the South Fork of the American River. This funding is authorized under the Federal Highway Administration (FHWA) Local Assistance Highway Bridge Program (HBP), "100% Funded Program". The Project is currently programmed in County's Capital Improvement Program (CIP).

The County's intention is to utilize the updated Bridge Replacement Study to identify the best alternatives for bridge replacement sufficient to prepare the Environmental Document and preliminary design in support of the Environmental Document with design and construction phases to follow later. The combination of such efforts must comply with HBP requirements including the timely delivery of the Project (10 year rule).

The following scope of work encompasses the review and update of the previously completed 1993 Bridge Replacement Study and perform Project Approval and Environmental Document (PA&ED) services to replace the Mosquito Road Bridge.

SCHEDULE AND DELIVERABLES

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 and as described in the Items of Work, herein.

Unless otherwise indicated below, Consultant shall submit draft documents and reports to County's Contract Administrator (CA) for review and comment. Consultant shall incorporate CA comments into final documents or reports subject to agreement by Consultant and CA.

Draft deliverables shall be submitted in electronic Word format to the CA unless otherwise stated. Final deliverables shall be submitted in pdf format to the CA unless otherwise stated. The budgeted cost includes up to two (2) rounds of review by County for all deliverables unless otherwise mentioned.

Due to the fact that the timing of deliverables for a complex project such as this is dependent upon multiple variables from multiple agencies, completion times are approximate. However, in the event of unforeseen delays, significant adjustments to the completion times specified may only be made upon written approval of CA.

The Scope of Work outlines key tasks and subtasks that are critical to the development of the Project.

TASK 1 - PROJECT MANAGEMENT/MEETINGS – AS03 (WBS ACTIVITY ID)

Task 1 defines the Project and involves agency meetings, field visits, gathering data, finalizing the scope and schedule through a scoping meeting, establishing the Project Development Team (PDT), coordination with Caltrans and other agencies, and developing the public engagement plan. Consultant shall lead PDT meetings that include distributing approved meeting agendas, arrange attendance of key PDT members, and distributing meeting notes along with a summary of action items.

Item of Work 1.1: Project Development

Consultant shall perform a site review and a review of available information including but not necessarily limited to existing records, reports, as-builts and bridge inspection reports. Site information shall be obtained from various entities that exist in and around the Project area. This information is intended to become part of the Project performance criteria for determining the Project alternatives.

Activities:

- Prepare Draft Technical Memorandum of existing information. Submit to CA for review and incorporate comments.
- Prepare Final Technical Memorandum of existing information. Submit to CA.

Assumptions:

- County will provide the necessary permits to enter on private properties.
- County will provide available information including but not necessarily limited to existing records, reports, as-builts, bridge inspection reports, etc. for improvements within the Project area.
- Rights of entry to parcels requiring surveys will be provided by County. County will notify all land owners of the survey crews impending presence and that permission to access all properties will have been granted.
- Information gathered in this Item of work shall be incorporated into Project performance criteria.

Deliverables:

- Draft and Final Technical Memorandum of existing information, submitted to County's CA via email. No hard copy required.

Duration:

- Draft Technical Memorandum of existing information within two (2) months of Notice to Proceed (NTP).
- Final Technical Memorandum of existing information within one (1) week of receipt of County's CA comments on Draft Technical Memorandum.

Item of Work 1.2: Kick-off Meeting

A kick-off meeting shall be held after receipt of the notice to proceed to introduce the Project Team, establish communication channels, set the critical path Project schedule, clarify the Scope of Work and define the roles and responsibilities of the various Team members.

Assumptions:

- The kick-off meeting will be held at the Transportation Division office.

Activities:

- Facilitate one (1) kick-off meeting with Transportation and Consultant Team
- Prepare draft kick-off meeting agenda prior to the meeting. Submit to CA for review and incorporate comments.
- Prepare final kick-off meeting agenda. Submit to CA.
- Prepare draft kick-off meeting notes. Submit to CA for review and incorporate comments.
- Prepare final kick-off meeting notes and distribute to meeting attendees via email.

Deliverables:

- Draft kick-off meeting agenda and meeting notes
- Final kick-off meeting agenda and meeting notes

Duration:

- Kickoff meeting within one (1) month from NTP.
- Final kick-off meeting agenda within two (2) days prior to date of meeting.
- Final meeting notes within one (1) week after date of kick-off meeting.

Item of Work 1.3: Project Management

Consultant shall be responsible for schedule, critical path schedule updates, Quality Assurance/Quality Control (QA/QC), technical management, budget adherence, and monitoring. This task also involves regular monthly invoicing and progress Reports. Progress reports shall be submitted in accordance with ARTICLE VII, Progress Reports, to facilitate Project oversight.

Activities:

- Prepare schedule updates, invoices, progress reports and QA/AC.

Assumptions:

- N/A.

Deliverables:

- Progress reports and invoices
- Schedule updates

Duration:

- Monthly for the duration of the Project.

Item of Work 1.4: PDT Meetings

Consultant shall schedule and coordinate PDT meetings either in person, by email or by telephone at key Project milestones. Bi-monthly PDT meetings shall be scheduled during the preliminary design phase.

Activities:

- Conduct up to eight (8) PDT Meetings
- Prepare up to eight (8) Draft PDT Meeting agendas and summary notes. Submit to CA for review. Incorporate comments.
- Prepare up to eight (8) Final PDT Meeting agendas and summary notes.

Assumptions:

- Eight (8) PDT meetings are anticipated and shall be held periodically as necessary.

Deliverables:

- Draft PDT meeting agenda
- Final PDT meeting agenda for hard copy distribution to meeting attendees
- Draft PDT summary meeting notes
- Final PDT summary meeting notes and distribute to meeting attendees via email

Duration:

- Meetings shall occur as needed throughout Project duration.
- Final PDT meeting agenda within two (2) days prior to date of meeting.
- Final summary meeting notes distributed within one (1) week after date of kick-off meeting.

Item of Work 1.5: Caltrans Management Assistance

Consultant shall prepare Requests for Authorization and other associated documents (e.g., 6D Forms, Justification Fact Sheets, and Finance Letters) for submittal to Caltrans Office of Local Assistance for each phase of the Project. Consultant shall assist County

with preparation of other documentation as necessary to facilitate management of funding and approvals with Caltrans, including tracking timelines and submittals of all documentation needed to meet the Project schedule.

Activities:

- Prepare draft Requests for Authorization, and other associated documents. Submit to CA for review. Incorporate comments
- Prepare final Requests for Authorization and other associated documents. Submit to CA.

Assumptions:

- Consultant shall prepare funding support forms and associated documentation. County will submit the forms and documentation to Caltrans.

Deliverables:

- Draft and Final Requests for Authorization, and other associated documents
- Final Requests for Authorization, and other associated documents

Duration:

- Throughout Project duration as needed pursuant to Caltrans Local Assistance Guidelines.
- Draft Requests for Authorization, 6D Forms, Justification Fact Sheets, and Finance Letters within two (2) weeks from County CA's request
- Final Requests for Authorization, 6D Forms, Justification Fact Sheets, and Finance Letters within three (3) days of receipt of comments from County's CA.

Item of Work 1.6: Basis of Design

Consultant shall develop the Basis of Design document to summarize Project design criteria, checklists, and standards.

Activities:

- Prepare and develop the draft Basis of Design document. Submit to CA for review. Incorporate comments.
- Prepare and develop the final Basis of Design document. Submit to CA.

Assumptions:

- N/A

Deliverables:

- Draft and final Basis of Design Documents

Duration:

- Draft Basis of Design Document within three (3) months from NTP.

- Final Basis of Design Document within one (1) week of receipt of comments from CA.

Item of Work 1.7: Establish Project Goals and Alternative Screening Criteria

Consultant shall participate in establishing and screening Project performance criteria. Based on a number of important factors including public and stakeholder input, participating HBP funds, the Project’s Purpose and Need, and County General Plan, this process shall provide input on performance evaluation criteria and play a key role in County’s selection process for the preferred alternative. County’s selection of the preferred alternative is anticipated to occur at the end of the environmental studies.

Activities:

- Develop draft list of Project Goals and Alternative Screening Criteria. Submit to CA for review. Incorporate comments.
- Develop final list of Project Goals and Alternative Screening Criteria.

Assumptions:

- N/A

Deliverables:

- Draft and final list of Project Goals and Alternative Screening Criteria

Duration:

- Draft list of Project Goals and Alternative Screening Criteria within ten (10) weeks from NTP.
- Final list of Project Goals and Alternative Screening Criteria within three (3) days of receipt of comments from CA.

TASK 2 – AESTHETIC CONCEPTS – AS03 (WBS ACTIVITY ID)

Consultant and its subconsultant, Design Workshop (DW) shall support Consultant by preparing the structures aesthetics materials for review by Project stakeholders at public workshops and County. Up to three (3) different themes shall be developed for the bridges based on early input from County during PDT meetings and coordination with major stakeholders. The draft aesthetics package shall be discussed with County during PDT meetings. After receiving input, a final aesthetics package shall be submitted for approval prior to implementing architectural details in the final bridge aesthetic design.

DW shall provide photo simulations of the selected alternative for final design depicting an alternative from three (3) different viewpoints (perspectives). DW shall evaluate different alternatives for paving; and bridge skin material; including form liners, lighting, metal work, anchor monuments, and transition areas.

DW's in-house graphics team shall work closely with the design team and County to assist in public notices and fact sheets and provide the appropriate information about the Project for public meetings and work sessions.

Activities:

- Develop draft Aesthetics Visual Materials using up to three (3) themes. Submit to CA for review. Incorporate comments.
- Develop final Aesthetics Visual Materials using up to three (3) themes. Submit to CA.
- Develop draft Aesthetic Concepts from three (3) perspectives. Submit to CA for review. Incorporate comments.
- Develop final Aesthetic Concepts from three (3) perspectives. Submit to CA.
- Develop draft public notices and fact sheets for the meetings as described in Task 13, Public Outreach. Submit to CA for review. Incorporate comments.
- Develop final public notices and fact sheets. Submit to CA.

Assumptions:

- N/A

Deliverables:

- Draft and final Aesthetics Visual Materials (up to three [3] themes)
- Draft and final Aesthetics Concepts (up to three [3] perspectives)
- Draft and final public notices and fact sheets.

Duration:

- Define aesthetic themes within two (2) months from NTP.
- Draft Aesthetic Visual Materials and Concepts packages concurrent with deliverables for TASK 3, Concept Alternatives Studies, within six (6) months from receiving County AutoCAD Civil 3D base map file.
- Draft final Aesthetic Visual Materials and Concepts packages concurrent with TASK 9 Secondary Bridge & Roadway Alternatives Studies & Estimates (Up To Five (5) Alternatives To 15%).
- Final Aesthetic Visual Materials and Concepts packages concurrent with TASK 11, DRAFT BRIDGE & ROADWAY ALTERNATIVES STUDIES & ESTIMATES (Three [3] Alternatives – Advanced Planning Studies & Geometric Approval Drawings to 30%)

TASK 3 –CONCEPT ALTERNATIVES STUDIES – AS03 (WBS ACTIVITY ID)

Item of Work 3.1: Conceptual Bridge & Roadway Alt. Studies (7 ALTS to 10%)

Activities:

Consultant shall develop up to seven (7) conceptual alignment alternatives based on information within the 1993 Bridge Replacement Study, performance criteria,

technical information as it becomes available, stakeholder input, environmental input, and County and public input. Development of roadway alternatives shall be performed by Consultant and its subconsultant Mark Thomas & Company, Inc. (Mark Thomas).

This effort shall include the preparation of Structure Advance Planning Study (APS) drawings, approximate costs based on square foot data, and a pro/con analysis of each alternative. The previously studied bridge alternatives were the cast-in-place prestressed (CIP PS) concrete, both on temporary falsework and constructed segmentally, and steel or concrete arch type bridges. Consultant shall add up to two (2) additional structure type alternatives – the cable stay and extradosed span bridges – since they are both possible structure types that can be used for high level crossings. The bridge type alternatives studied shall include at a minimum:

- CIP PS concrete box girder constructed on falsework;
- CIP PS concrete box girder segmentally constructed;
- Concrete and steel arch;
- Cable stayed including extradosed spans; and
- One APS type drawing and square foot cost analysis for each alternative.

Consultant and its subconsultant, International Bridge Technologies, Inc. (IBT) shall provide technical expertise and perform studies associated with the cable stayed and balanced cantilever segmental construction type bridges. Additional technical studies to determine column and foundation locations/clearances shall be performed during this stage, as well as constructability considerations.

The alternatives shall be further developed and refined once County provided survey data becomes available. Preliminary geometric drawings shall include horizontal and vertical alignments printed on top of an aerial photo at a scale of 1-inch equal to 40-feet. The design details, including alignment and grade, shall comply with Caltrans design standards.

Consultant shall develop construction/traffic handling concepts which shall depict the sequence of construction activities as well as indicate how traffic will maneuver throughout the Project area during construction. Temporary traffic control items such as K-rail, cones, and striping shall be shown on the conceptual plans for each construction stage.

Activities:

- Develop up to seven (7) draft conceptual bridge and roadway alignment alternatives. Submit to CA for review. Incorporate comments.
- Develop up to seven (7) final conceptual bridge and roadway alignment alternatives. Submit to CA.
- Prepare draft Structure APS. Submit to CA for review. Incorporate comments.

- Prepare final Structure APS. Submit to CA.
- Prepare draft pro/con analysis of each alternative. Submit to CA for review. Incorporate comments.
- Prepare final pro/con analysis of each alternative. Submit to CA.
- Prepare draft preliminary geometrics. Submit to CA for review. Incorporate comments.
- Prepare final preliminary geometrics. Submit to CA.
- Prepare draft planning level cost estimates for each alternative. Submit to CA for review. Incorporate comments.
- Prepare final planning level cost estimates for each alternative. Submit to CA.

Assumptions:

- County will provide surveying and topographic mapping in a format and with content as specified by Consultant.
- County will provide one 22 inch x 34 inch base map and an AutoCAD Civil 3D file with Digital Terrain Model (DTM) and contours.

Deliverables:

- Draft and final Conceptual Alternative Plans (up to seven [7] total)
- Draft and final Structure APS drawings (up to seven [7] total)
- Draft and final pro/con analysis (up to seven [7] total)
- Draft and final preliminary geometrics
- Draft and final planning level cost estimates for each alternative

Duration:

- All draft documents listed above shall be provided within six (6) months from receiving County AutoCAD Civil 3D base map file.
- All final documents listed above within two (2) weeks from receipt of comments from County's CA on draft documents.

Item of Work 3.2: Contractor Constructability Review

Consultant shall conduct a constructability review for each of the seven (7) alternatives to gain a better understanding of the pitfalls in constructing a bridge, given the steep rocky canyons with limited and difficult access.

This constructability review shall be performed on the seven (7) preliminary conceptual drawings.

Activities:

- Prepare draft Constructability Memorandum outlining potential pitfalls of each of the seven (7) alternatives. Submit to County's CA for review and incorporate comments.
- Prepare final Constructability Memorandum. Submit to County's CA.

Deliverables:

- Draft and final Constructability Memorandum

Duration:

- Draft Constructability Memorandum within one (1) month of completing Conceptual Bridge and Roadway Alternatives Studies.
- Final Constructability Memorandum within two (2) days after receipt of County's CA comments on the draft Constructability Memorandum.

Item of Work 3.3: Utility Coordination

Consultant shall prepare a Verification Letter to Owner, in accordance with Caltrans and County procedures and shall coordinate with utility companies for identification and conflicts.

Activities:

- Prepare draft Verification Letter to Owner. Submit to CA for review. Incorporate comments.
- Prepare final Verification Letter to Owner and send on behalf of County.

Assumptions:

- Utility Reports of Investigation, Notice to Owners, and Utility Agreements will occur in the final design phase of the Project which is not a part of this scope.

Deliverables:

- Draft and final Verification Letter to Owner ('A' Letter and Plans).

Duration:

- Draft Verification letter to Owner within six (6) months from receiving County AutoCAD Civil 3D basemap file.
- Final Verification letter to Owner within one (1) week from receipt of CA comments.

TASK 4 – GEOTECHNICAL SERVICES – AS03 (WBS ACTIVITY ID)

Consultant and its subconsultant, Taber Consultants (Taber) shall develop a Preliminary Alignment Review Report for preliminary bridge design. Consultant and its subconsultant, Youngdahl Consulting Group, Inc. (Youngdahl) shall develop a Preliminary Alignment Review Report for preliminary roadway design.

Youngdahl and Taber shall individually perform site reconnaissance for a slope stability analysis, consult with Consultant, and provide recommendations for possible retaining walls, roadway and bridge alignment considerations.

The site reconnaissance shall preliminarily define subsurface materials and site conditions along the seven (7) proposed conceptual alignment alternatives. Site features shall be mapped on a Field Exploration Plan with measurements of joint orientation, fractures, and bedding (if present), location and size of slope instabilities, shear zones, and other pertinent features. Photos of pertinent features shall be taken for reference.

The Preliminary Alignment Review Reports for preliminary bridge design and roadway design shall be developed based on results of the site reconnaissance, review of past studies at the site, and also review of available subsurface data from nearby projects (if available) and discuss conditions and constraints for roadway and bridge construction. Taber's and Youngdahl's study results shall be corroborated for uniform recommendations to the design team.

Taber and Youngdahl shall each prepare a Preliminary Geotechnical Report (PGR) summarizing the final three (3) alternatives with recommendations based on further evaluation of these alternatives. While each subconsultant's PGR shall summarize the findings of the Project area's geological conditions, Youngdahl's PGR shall focus on slope stability and roadway embankment/cut conditions with preliminary recommendations, while Taber's PGR shall focus on bridge foundation preliminary recommendations.

Activities:

- Taber shall perform site reconnaissance.
- Youngdahl shall perform site reconnaissance.
- Taber and Youngdahl each shall prepare individual draft Field Exploration Plans (seven [7] alternatives). Submit to County's CA for review. Incorporate comments.
- Taber and Youngdahl each shall prepare individual final Field Exploration Plan (seven [7] alternatives). Submit to County's CA.
- Taber shall prepare draft Preliminary Alignment Review Report for preliminary bridge design (seven [7] alternatives). Submit to County's CA for review. Incorporate comments.
- Taber shall prepare final Preliminary Alignment Review Report for preliminary bridge design (seven [7] alternatives). Submit to County's CA.
- Youngdahl shall prepare draft Preliminary Alignment Review Report for preliminary road design (seven [7] alternatives). Submit to County's CA for review. Incorporate comments.
- Youngdahl shall prepare final Preliminary Alignment Review Report for preliminary road design (seven [7] alternatives). Submit to County's CA.
- Taber and Youngdahl shall corroborate on the preliminary Alignment Review Reports to submit a single recommendation to the PDT. This recommendation shall be incorporated into each of their Preliminary Alignment Review Reports.

- Taber shall prepare a draft PGR (the final three [3] alternatives) focusing on the Project area's geological conditions as it relates to bridge design. Submit to County's CA for review. Incorporate comments.
- Youngdahl shall prepare a draft PGR (the final three [3] alternatives) focusing on slope stability and roadway embankment/cut conditions.
- Taber and Youngdahl each shall prepare a final PGR (the final three [3] alternatives). Submit to County's CA.

Assumptions:

- Detailed geotechnical exploration shall take place early in the final design (Phase 2 – not a part of this scope) to provide detailed data needed for final roadway, retaining wall, and bridge foundation design.

Deliverables:

- Draft and final Field Exploration Plan from Taber (seven [7] alternatives)
- Draft and final Field Exploration Plan from Youngdahl (seven [7] alternatives)
- Draft and final Preliminary Alignment Review Report from Taber (seven [7] alternatives)
- Draft and final Preliminary Alignment Review Report from Youngdahl (seven [7] alternatives)
- Draft and final PGR from Taber (the final three [3] alternatives)
- Draft and final PGR from Youngdahl (the final three [3] alternatives)

Duration:

- Draft documentation shall be concurrent with Item of Work 3.1, Conceptual Bridge & Roadway Alt. Studies (7 ALTS to 10%), (Within six (6) months from receiving County AutoCAD Civil 3D basemap file).
- Final documentation shall occur three (3) months following completion of TASK 10, Secondary Alternative Screening.

TASK 5 – INITIAL SITE ASSESSMENT (ISA) – AS03 (WBS ACTIVITY ID)

Youngdahl shall develop the Phase I Initial Site Assessment (ISA) document to identify any hazardous materials for the Project, for consideration within the environmental and Agreement documents.

Activities:

- Prepare draft ISA (seven [7] alternatives). Submit to CA for review. Incorporate comments.
- Prepare final ISA (seven [7] alternatives). Submit to CA.

Assumptions:

- N/A

Deliverables:

- Draft and final ISA (seven [7] alternatives)

Duration:

- Draft ISA Concurrent with Item of Work 3.1, Conceptual Bridge & Roadway Alt. Studies (7 ALTS to 10%), (within six [6] months from receiving County's AutoCAD Civil 3D basemap file).
- Final ISA within one (1) week from receipt of County's CA comments on draft ISA.

TASK 6 – HYDROLOGY & HYDRAULICS – AS03 (WBS ACTIVITY ID)

Consultant and its subconsultant, WRECO shall be responsible for the Bridge Location Hydraulic Study and the Preliminary Bridge Design Hydraulic Study Memo, the purpose of which is to provide the necessary hydraulic and hydrologic data for the bridge structure and foundation design. WRECO shall perform hydraulic analyses to determine the design flow characteristics for both the existing and proposed conditions.

The hydrologic analyses shall use at least two (2) different methods for the river crossing, the U.S. Geological Survey (USGS) Regional Regression Method and the flood flow frequency analysis using the available USGS gaging station flow data for streams in the area.

WRECO shall perform the hydraulic analyses of the South Fork of the American River using the U.S. Army Corp of Engineers' Hydrologic Engineering Centers River Analysis System computer model to determine the design flow characteristics of the 100-year, 50-year, and overtopping flows, including water surface elevations (depths) and velocities, for the existing and proposed bridge design alternatives. WRECO shall coordinate with the PDT to obtain the surveyed channel cross-sections to be used for the hydraulic models and integrate the proposed bridge design alternatives as required into the hydraulic models.

WRECO shall perform a scour analysis to determine the scour potential for the bridges, in accordance with the methodology specified in the Federal Highway Administration's Hydraulic Engineering Circular (HEC) No. 18 and HEC No. 23 manuals. WRECO shall make recommendations on the need for scour countermeasures and include that information in the Preliminary Bridge Design Hydraulic Study Memo. WRECO shall also include in this memo a discussion on the potential effects of large flow releases from the upstream reservoir (Slab Creek Dam).

Activities:

- Prepare draft Bridge Location Hydraulic Study including the required bridge alternatives. Submit to County's CA for review. Incorporate comments.
- Prepare final Bridge Location Hydraulic Study. Submit to County's CA.
- Prepare draft Preliminary Bridge Design Hydraulic Study Memo. Submit to County's CA for review. Incorporate comments.

- Prepare final Preliminary Bridge Design Hydraulic Study Memo. Submit to County's CA.

Assumptions:

- The final Bridge Design Hydraulic Study Memo shall be prepared during final design and is not part of this Scope of Work.

Deliverables:

- Draft and final Bridge Location Hydraulics Study
- Draft and final Preliminary Bridge Design Hydraulics Study Memo

Duration:

- Draft documentation within four (4) months following completion of Item of Work 3.1, Conceptual Bridge & Roadway Alt. Studies (7 ALTS to 10%).
- Final documentation within two (2) weeks of receipt of comments from County's CA on draft documentation.

TASK 8 – INITIAL ALTERNATIVES SCREENING – AS03 (WBS ACTIVITY ID)

As part of the effort to establish project performance goals and their relative importance to each other, Consultant shall use a simplified value engineering approach to evaluate the feasibility of the up to seven (7) alternatives considered. Consultant shall prepare a simple alternative feasibility matrix with pros and cons listed for each alternative, which requires County and stakeholder decisions to determine the best performing alternative. Initial screening for all alternatives shall be established considering the performance criteria plus the adherence to the Project's purpose and need and County's General Plan. This approach is similar to that used in the 1993 Bridge Replacement study. The matrix shall be developed in concert with one (1) of the stakeholder's meetings.

Activities:

- Prepare draft alternative feasibility matrix. Submit to CA for review. Incorporate comments.
- Prepare final alternative feasibility matrix. Submit to CA.

Assumptions:

- N/A

Deliverables:

- Draft alternative feasibility matrix
- Final alternative feasibility matrix

Duration:

- Draft alternative feasibility matrix within two (2) months following completion of Item of Work 3.1, Conceptual Bridge & Roadway Alt. Studies (7 ALTS to 10%)

- Final alternative feasibility matrix within one (1) week from receipt of CA comments.

**TASK 9 – SECONDARY BRIDGE & ROADWAY ALTERNATIVES STUDIES & ESTIMATES
(UP TO FIVE (5) ALTERNATIVES to 15%) – AS03 (WBS ACTIVITY ID)**

This effort includes refinement to the previously prepared Structure APS drawings completed in Item of Work 3.1, Conceptual Bridge & Roadway Alt. Studies (7 ALTS to 10%). Consultant shall refine up to five (5) APS drawings, including detailed planning level cost estimates based on bid items and their unit costs, and an updated pro/con analysis of each alternative. Consultant shall also refine the bridge alternative types listed in the APS, including adjustments to bridge frame configurations (foundation locations), if required.

Consultant shall perform additional technical calculations to determine bridge column and foundation sizes during this stage, as well as constructability considerations. These refinements coupled with unit cost estimates provide a better comparison of the remaining alternatives.

Consultant shall further develop and refine roadway geometrics for up to five (5) alternatives.

Consultant shall coordinate up to two (2) meetings with County, Caltrans, and possibly FHWA to present up to five (5) alternatives and to obtain concurrence from Caltrans on the question of fundability for these alternatives.

Activities:

- Prepare draft 15% Roadway Plans–Layouts, Profiles, Superelevations, and Typical Sections (up to five [5] alternatives). Submit to County’s CA for review. Incorporate comments.
- Prepare final 15% Roadway Plans–Layouts, Profiles, Superelevations, and Typical Sections (up to five [5] alternatives). Submit to County’s CA.
- Prepare draft Updated Bridge APS drawings (up to five [5] total). Submit to County’s CA for review. Incorporate comments.
- Prepare final Updated Bridge APS drawings (up to five [5] total). Submit to County’s CA.
- Prepare draft updated planning level cost estimates and roadway alignment alternatives for each alternative (up to five [5] total). Submit to County’s CA for review. Incorporate comments.
- Prepare final updated planning level cost estimates and roadway alignment alternatives for each alternative (up to five [5] total). Submit to County’s CA.
- Coordinate and conduct up to two (2) Caltrans Fundability Meetings for (up to five [5]) alternatives.

- Prepare up to two (2) draft meeting agendas, any necessary advance submittal information, and follow up documentation. Submit to County's CA for review and incorporate comments.
- Prepare up to two (2) final meeting agendas, advance submittal information and follow-up documentation. Submit to County's CA.
- Prepare draft meeting notes. Submit to County's CA for review and incorporate comments.
- Prepare final meeting notes and distribute to meeting attendees via email.

Assumptions:

- Supplemental topographic field surveys may be required from County for updating the design during this Task. If required, Consultant shall request the necessary additional topographic survey. This request will add to the duration of this Task, the amount of time required for County to update the basemap.

Deliverables:

- Draft and final 15% Roadway Plans – Layouts, Profiles, Superelevations, and Typical Sections (up to five [5] alternatives)
- Draft and final Updated Bridge APS drawings (up to five [5] total)
- Draft and final updated planning level cost estimates and roadway alignment alternatives for each alternative (up to five [5] total)
- Draft and final meeting agendas and meeting notes

Duration:

- Final meeting agenda within two (2) days prior to date of meeting. Final meeting notes within one (1) week after date of meeting.
- Draft Task 9 deliverables within six (6) months following completion of Item of Work 3.1, Conceptual Bridge & Roadway Alt. Studies (7 ALTS to 10%)
- Final Task 9 deliverables within two (2) weeks from receipt of CA comments.

TASK 10 – SECONDARY ALTERNATIVE SCREENING – AS03 (WBS ACTIVITY ID)

Consultant shall perform screening on the remaining five (5) alternatives to enable County to narrow the alternatives down to the final three (3). This refinement process shall be done in concert with one (1) of the stakeholder meetings.

Consultant shall implement an informal value analysis approach through independent review of alignments and structure types and brainstorming new concepts and details to validate or improve upon the alternatives at this stage. This value analysis summary shall serve to further narrow down the alternatives by refining Project performance criteria to determine the alternatives that provide the best value.

Activities:

- Conduct refined value analysis at one (1) stakeholder meeting.

- Prepare draft Value Analysis Summary Memorandum. Submit to County's CA. Incorporate comments.
- Prepare final Value Analysis Summary Memorandum. Submit to County's CA.

Assumptions:

- A formal Value Analysis will not be required.

Deliverables:

- Draft and final Value Analysis Summary Memorandums

Duration:

- Draft Value Analysis Summary Memorandum within two (2) months following completion of TASK 9 - Secondary Bridge & Roadway Alternatives Studies & Estimates (Up To Five [5] Alternatives To 15%).
- Final Value Analysis Summary Memorandum within one (1) week of receipt of CA comments.

**TASK 11 – DRAFT BRIDGE & ROADWAY ALTERNATIVES STUDIES & ESTIMATES
(Three (3) Alternatives – Advanced Planning Studies & Geometric Approval
Drawings to 30%) – AS03 (WBS ACTIVITY ID)**

Consultant and its subconsultant, Mark Thomas shall develop Geometric Approval Drawings (GAD) for the three (3) remaining alignment alternatives, to a 20% level that furthers the previous 15% level design to focus on specific cost and safety impacting details. Consultant and its subconsultant, Y&C Transportation Consultants, Inc. (Y&C) shall develop signing and pavement delineation plans in accordance with County standards.

Consultant shall further refine up to six (6) bridge APS drawings based on the remaining three (3) roadway alignment alternatives.

Consultant shall develop one (1) roadway alternative and bridge type (preferred) to 30% GAD that includes advancing the 20% GAD with the introduction of preliminary drainage design, traffic handling and stage construction.

Activities:

- Prepare draft 20% GAD Layouts, Profiles, Superelevations, and Typical Sections (up to three [3] alternatives). Submit to County's CA for review. Incorporate comments.
- Prepare final 20% GAD Layouts, Profiles, Superelevations, and Typical Sections (up to three [3] alternatives). Submit to County's CA for review.
- Prepare draft updated bridge APS drawings (up to six [6] total). Submit to County's CA for review. Incorporate comments

- Prepare final updated bridge APS drawings (up to six [6] total). Submit to County's CA.
- Prepare draft updated planning level cost estimates for each alternative. Submit to County's CA for review. Incorporate comments.
- Prepare final updated planning level cost estimates for each alternative. Submit to County's CA.
- Prepare draft 30% GAD Roadway Plans - Layouts, Profiles, Superelevations, Typical Sections, Horizontal Control, and Stage Construction/Traffic Handling Plans (for one [1] alternative. Submit to County's CA for review. Incorporate comments.
- Prepare final 30% GAD Roadway Plans - Layouts, Profiles, Superelevations, Typical Sections, Horizontal Control, and Stage Construction/Traffic Handling Plans (for one [1] alternative. Submit to County's CA.

Assumptions:

- Supplemental topographic field surveys may be required from County for updating the design during this Task. If required, Consultant shall request the necessary additional topographic survey. This will add to the duration of this Task, the amount of time required from County to update the basemap.

Deliverables:

- Draft and final 20% GAD Roadway Plans– Layouts, Profiles, Superelevations, Typical Sections (up to three [3] alternatives)
- Draft and final updated Bridge APS drawings (up to six [6] total)
- Draft and final updated planning level cost estimates for each alternative
- Draft and final 30% GAD Roadway Plans – Layouts, Profiles, Superelevations, typical Sections, Horizontal Control, and Stage Construction/Traffic Handling Plans (for one [1] alternative.

Duration:

- Draft Task 11 documentation within eleven (11) months following completion of TASK 10 - Secondary Alternative Screening.
- Final Task 11 documentation with two (2) weeks of receipt of County's CA comments on draft documentation.

TASK 12 – DRAFT PROJECT APPROVAL DOCUMENT – AS03 (WBS ACTIVITY ID)

Item of Work 12.1: Bridge Type Selection Report (Recommended Bridge Type)

The structure type selection process culminates with the selection of the most appropriate bridge type for this site, based on input from County and other Project stakeholders.

Consultant shall consider refinement of architectural details, rail fencing, and lighting. Consultant shall prepare detailed costs, including life cycle cost comparisons for significantly differing structure types (i.e., steel versus concrete).

Foundation information for the bridge type selection effort shall be based on the information available from the PGR, which shall be obtained from the Project's geotechnical engineer Taber. Alternative methods of construction shall be considered and discussed.

Consultant shall prepare a Caltrans level Bridge Type Selection Report, and attend a bridge type selection meeting with Caltrans if required. The Bridge Type Selection Report shall contain bridge Advance Planning Studies, and General Plan Estimates for the selected alignment, along with discussions addressing geotechnical, hydraulic, aesthetic, environmental, and cost issues. Up to three (3) bridge replacement types for the selected alignment shall be considered in the Bridge Type Selection Report.

Consultant shall include a structure type recommendation in the Bridge Type Selection Report.

Activities:

- Prepare draft Bridge Type Selection Report. Submit to CA for review. Incorporate Comments.
- Prepare final Bridge Type Selection Report. Submit to CA.

Assumptions:

- N/A.

Deliverables:

- Draft and final Bridge Type Selection Report

Duration:

- Draft Bridge Type Selection Report within three (3) months following completion of TASK 11 - Draft Bridge & Roadway Alternatives Studies & Estimates (Three [3] Alternatives – Advanced Planning Studies & Geometric Approval Drawings to 30%)
- Final Bridge Type Selection Report within two (2) weeks from receipt of County's CA comments on draft Bridge Type Selection Report.

Item of Work 12.2: Draft Project Report (Recommended Alternative)

Consultant shall present the three (3) GAD level alternative roadway approach alignments in the Draft Project Report. The selected (preferred) alternative shall be accompanied by a Design Exception Report. With the selection of one (1) alternative, this alternative shall be advanced to the 30% level in support of the environmental studies.

Consultant shall prepare a Draft Project Report that summarizes the findings of the PDT's efforts and provides the engineering technical documentation of alternatives considered.

Consultant shall provide a recommendation on the preferred alternative alignment and bridge type.

In summary, the Draft Project Report includes the following:

- Site visit (field investigation) notes
- Basis of Design Document
- Bridge Design Hydraulic Study Report
- Preliminary Geotechnical Report
- Right-of-way information
- Utility relocation/protection information
- Preliminary construction staging and traffic detour requirements
- Preliminary alignment drawings (up to 3 Alternatives)
- Aesthetics Concept Plan
- Design Exceptions Report
- Bridge APS drawings and costs
- Bridge Type Selection Report (approved)
- Final Environmental Document
- Construction cost estimate for each alternative (total three [3] roadways and six [6] bridge types)
- Alignment and bridge type selection recommendation
- Schedule to complete final design and construction
- 30% Plans and Cost Estimate of the preferred alternative
- Value Analysis Summary Information

Activities:

- Prepare (draft) Draft Project Report. Submit to County's CA. Incorporate comments.
- Prepare final Draft Project Report. Submit to County's CA.

Assumptions:

- N/A.

Deliverables:

- Draft and final Draft Project Report

Duration:

- Draft Draft Project Report within three (3) months following completion of TASK 11 - Draft Bridge & Roadway Alternatives Studies & Estimates (Three (3) Alternatives – Advanced Planning Studies & Geometric Approval Drawings to 30%)
- Final Draft Project Report within two (2) weeks from receipt of County's CA comments on draft Draft Project Report.

TASK 13 – PUBLIC OUTREACH – AS03 (WBS ACTIVITY ID)

Consultant and its subconsultant, AIM Consulting (AIM) shall perform the following tasks related to and lead the efforts for public outreach:

Item of Work 13.1: Community Workshops (up to total of five [5])

AIM shall develop and implement an overall Public Outreach Plan. The purpose is to identify the goals, approach, tasks and schedule that assures the Mosquito/Swansboro Community they are a “partner” to County in developing and selecting Project alternatives.

AIM shall work with County and the PDT to tailor each meeting format and facilitate the meetings to ensure that the meetings are productive and effective.

County held Public Workshop #1 in January 2013. AIM shall conduct up to five (5) Public Workshops as outlined below.

Public Workshop #2 – Establish Alternative Screening Criteria: *Goals:* Demonstrate what was learned in Public Workshop (PWS) #1; Establish alternative screening criteria.

Public Workshop #3 – Present Conceptual Alternatives: *Goals:* Demonstrate what was learned in PWS #2; Gather input for concept alternatives.

Public Workshop #4 – Initial Scoping Meeting: *Goals:* Demonstrate what was learned in PWS #3; Present results of initial screening – six (6) alternatives for additional study and screening.

Public Workshop #5 – Final Scoping Meeting: *Goals:* Demonstrate what was learned in PWS #4; Present results of secondary screening – three (3) alternatives to advance through the environmental technical studies.

Public Workshop #6 – Public Hearing: *Goals:* Hold Public Hearing; Obtain Board of Supervisor alternative selection, Project Approval, and direction to proceed with Final Engineering.

Activities:

- Draft Public Outreach Plan. Submit to CA for review. Incorporate comments.
- Final Public Outreach Plan.
- Draft Facilitation Plan for each meeting - total of up to five (5). Submit to CA for review. Incorporate comments
- Final Facilitation Plan for each meeting - total of up to five (5).

Assumptions:

- Up to five (5) additional public workshops, if necessary.

Deliverables:

- Draft and Final Public Outreach Plan
- Draft Facilitation Plan for each meeting – (up to five [5])

- Final Facilitation Plan for each meeting – (up to five [5])

Duration:

- Public Workshop #2 during Item of Work 1.7: Establish Goals and Screening Criteria.
- Public Workshop #3 during TASK 3 - Concept Alternatives Studies.
- Public Workshop #4 during TASK 10 - Secondary Alternative Screening.
- Public Workshop #5 during TASK 12 - Draft Project Approval Document.
- Public Workshop #6 following TASK 17 - Final Project Approval Document – Project Report (PA & ED).

Item of Work 13.2: Communication Collateral

Activities:

Collateral for meetings: AIM shall develop outreach materials as meeting hand-outs, in the form of an information brochure, comment cards, fact sheet or frequently asked questions to inform the community about the Project and design process.

Project website: AIM shall provide content for website updates or electronic newsletters to give to the stakeholders and community and Project updates based upon information and input received from each community meeting and at key Project milestones. The Project updates shall be another communication method to inform the community and provide additional opportunities to be involved in the process.

Facilitation Plan: AIM shall create a Facilitation Plan for each meeting that includes all meeting logistics including room layout and setup, agendas and minutes, a comprehensive recap of public comments, and photographs, as well as any necessary presentation and communication materials.

Assumptions:

- N/A.

Deliverables:

- Communication Collateral

Duration:

- At various times through Project duration.

Item of Work 13.3: Stakeholder Focus Group Meetings (total of two [2])

Based upon the potential impacts to property owners in the nearby vicinity, the PDT shall meet with key stakeholders including the property and business owners in the area. At these meetings the PDT shall identify site specific issues and opportunities for the potential alternatives as well as construction methods. Our goal will be to not

only identify the concerns, but to explore potential solutions with the key stakeholders as well.

For each of the stakeholder meetings, AIM shall ensure that comments are clarified to avoid any misunderstanding and that the comments are classified under specific topics to easily assess if there are conflicting statements regarding issues or goals. AIM shall encourage community members to develop goals that are quantifiable and obtainable. AIM shall document the key findings into a final Stakeholder Focus Group Meeting Summary Report.

Activities:

- Meet with two (2) stakeholder groups.
- Facilitate Stakeholder Focus Group meetings (total two [2])
- Prepare draft Stakeholder Focus Group Meeting Summary Report for each meeting. Submit to County's CA for review. Incorporate Comments.
- Prepare final Stakeholder Focus Group Meeting Summary Report. Submit to County's CA.

Assumptions:

- N/A.

Deliverables:

- Draft and final Stakeholder Focus Group Meeting Summary Reports for each meeting

Duration:

- Stakeholder Focus Group Meeting #1 during TASK 3 – Concept Alternatives Studies.
- Stakeholder Focus Group Meeting #2 during TASK 10 – Secondary Alternative Screening.
- Stakeholder Focus Group Meeting #3 during TASK 12 – Draft Project Approval Document.

TASK 14 – ESTABLISH ENVIRONMENTAL AND HISTORICAL CONCERNS - ED02 (WBS ACTIVITY ID)

Consultant and its subconsultant, ICF International (ICF) shall perform the following tasks related to environmental clearance to determine environmental resource issues that may affect the viability or cost of up to five (5) Project alternatives.

Activities:

- Work with engineering team (Consultant and County) to identify the study envelope for the various environmental resource issues.
- Conduct field studies related to all environmental issues requiring field studies within this geographic area.

- Identify potential impacts and mitigation for each alternative. Prepare a memorandum that identifies the environmental resource issues that may affect the viability or cost of up to five (5) build alternatives
- Conduct the following specific research as part of this task; research will also be used to support subsequent technical studies for the National Environmental Policy Act (NEPA) and the California Environmental Quality Act (CEQA) compliance.
 - Cultural resources: Conduct records search at North Central Information Center and background research and coordinate with interested parties. Conduct research to develop cultural context for the area. To determine the historical significance of recorded properties, conduct site specific research for each property. Contact the Native American Heritage Commission (NAHC) to request a search of the NAHC's sacred lands database and a list of potentially interested Native American representatives. Send a contact letter briefly explaining the Project with an attached Project area map to all suggested Native American representatives. Place follow-up telephone calls to ensure that the letters were received and the Native American representatives have no comments or concerns. Contact local historical societies, museums, and appropriate interested persons for information regarding the types of potential cultural resources in the study area. Conduct one-day windshield survey focused on potential areas of cultural resources sensitivity in the Project area, including any properties that would likely require formal evaluation to determine eligibility for listing in the National Register of Historic Places and/or the California Register of Historical Resources. Map all known cultural resources or possible areas of resource sensitivity on the provided base map that shows parcel lines and ownership information for any parcel that may be affected by the Project.
 - Noise: Review study area for potential noise-sensitive uses. An initial review of the Project study area indicates that potential noise-sensitive uses include three (3) or four (4) rural residences within about one thousand (1,000) feet of alternatives being considered. Discuss with PDT and qualitatively consider various construction methodology and effects on construction noise.
 - Biological Resources: Obtain and review existing and available information that pertains to the Project area and coordinate with the Caltrans' biologist to discuss resource issues. Conduct one-day reconnaissance-level site visit. Map and describe terrestrial and aquatic habitats. Prepare a list of all wildlife, fish, and plants species observed during the field visits.
 - Visual Resources: Conduct one-day field visit to inventory, including by photo-documentation, the following existing conditions: viewpoints; notable

visual resources; and the vividness, intactness, and unity of the Project area. Potential views from private properties shall be evaluated, access permitting. Any visually sensitive resources shall be mapped on the provided base map.

- o Community Resources: Review land use characteristics, including existing and future land uses, plans and policies, community character and cohesion, economic conditions, and community facilities and services. Discuss with PDT and qualitatively consider engineer's various construction methodologies and potential effects (temporary and permanent) on access for residents and emergency services providers.

Activities:

- Prepare draft Technical Memorandum – Environmental and Historical. Submit to County's CA for review. Incorporate Comments.
- Prepare final Technical Memorandum – Environmental and Historical. Submit to County's CA for review.

Assumptions:

- Details of alternatives to be analyzed will be provided within five (5) months of the Notice to Proceed. .

Deliverables:

- Draft and final Technical Memorandum – Environmental and Historical Concerns

Duration:

- Draft Technical Memorandum within seven (7) months of the Notice to Proceed.
- Final Technical Memorandum within one (1) month of receiving comments on the draft Technical Memorandum.

TASK 15 – ENVIRONMENTAL ANALYSIS- ED02 (WBS ACTIVITY ID)

ICF shall perform the following tasks related to environmental analysis. Activities and studies shall focus on the three (3) build alternatives identified in Task 10 – Secondary Alternative Screening, to support the NEPA and CEQA documents.

- Prepare the technical studies listed below to support the NEPA and CEQA documents to be prepared in Task 16 – CEQA/NEPA Documentation.

Natural Environment Study Report

All biological surveys shall conform to Caltrans' Guidance for Consultants Procedures for Completing the Natural Environmental Study (NES) and Related Biological Reports (1997 and April 30, 2002 memorandum).

Conduct two (2) evening emergence surveys for roosting bats at the existing bridge structure, and a two-day drainage and tree survey. Conduct spring and summer botanical surveys and map invasive plant infestations. Walk accessible areas and examine inaccessible areas to the extent possible using binoculars. Photograph and map locations of any special-status plant populations and invasive plant infestations.

Conduct ordinary high water mark determination for South Fork American River and associated tributaries using methods and guidance in the 1987 U.S. Army Corps of Engineers *Wetlands Delineation Manual*, 2008 *Regional Supplement to the Corps of Engineers 1987 Manual: Arid West Region*, and *A Field Guide to the Identification of the Ordinary High Water mark in the Arid West Region of the Western United States*. Map features using sub-meter accuracy GPS receiver and collect data to support preliminary jurisdictional determination, including representative photographs. Prepare delineation map at a scale of 1"=200' or greater scale and memorandum to be attached to NES in format suitable for submittal to the Corps for preliminary jurisdictional determination.

Prepare NES documenting existing conditions, the results of biological surveys conducted to establish environmental concerns in the Project area, and coordination with Caltrans and any other resource agencies. Describe how the Project affects the environment and provide the technical information concerning plants, animals and natural communities occurring in the Project area. Estimate the number and species of native trees proposed for removal. While safety road projects are exempt from El Dorado County's Oak Woodland General Plan Policy 7.4.4.4, the California Department of Fish and Wildlife (DFW) will likely require mitigation for any trees removed along affected tributary waterways. The NES shall follow Chapter 2 of the Standard Environmental Reference (SER) Handbook Volume 3 which provides the methods, procedures, and standards for an NES. The NES shall be prepared in the current NES format and will include the delineation map and memorandum as attachments. Conceptual mitigation plan and mitigation requirements in the NES shall support the permit applications. It is assumed that no Section 7 consultation documents are needed.

Cultural Resource Reports

Prepare Area of Potential Effects (APE) Map. The APE map shall consist of a series of 11x17-inch color aerial maps at a scale of 1" = 200', depicting the Project design and parcel lines. Field work shall begin after consulting with Caltrans Professionally Qualified Staff (PQS) and the Project Manager to establish the initial draft APE map. The APE map shall be modified once depending upon adjustments to the

Project, consultation with Caltrans, and the findings of the field survey. All changes shall be reflected in the final APE which shall be included in the technical documents.

Conduct a pedestrian field survey of the APE wherein professionally qualified archaeologists shall walk transects not to exceed fifteen (15) meters. Any areas found to have difficult access due to either dense vegetation, unstable geologic conditions, or other obstructions shall be surveyed at a reconnaissance level wherein archaeologists walk wider transects of thirty (30) meters apart. Additionally, an intensive field survey of the proposed Project area shall be conducted by a professionally qualified architectural historian to record buildings, structures, and historic features through digital photography and written descriptions. Each architectural resource in the APE that appears to be forty-five (45) years of age or older shall be formally documented and evaluated for Section 106 and CEQA significance. All buildings/structures constructed within the past forty-five (45) years shall be addressed according to the Caltrans 2004 Programmatic Agreement. Up to one (1) archaeological resource shall be identified but no subsurface excavation shall be necessary to evaluate it. Up to seven (7) archaeological/build environment resources 45 years of age or older within the project area shall be identified and need to be evaluated—specifically a flume and the residential complex at 8061 Mosquito Road and five (5) other resources that are forty-five (45) years of age or older within the Project area shall be evaluated. No cultural resources shall meet the criteria for listing in the National Register of Historic Places. A Finding of Effect document will not be necessary.

Prepare draft and final Historic Property Survey Report (HPSR), an Archaeological Survey Report (ASR), and a Historic Resources Evaluation Report (HRER). These technical documents and forms shall be bound together along with any attached required documentation.

Community Impact Assessment

Prepare a Community Impact Assessment (CIA) to address potential effects of bridge replacement and related roadway improvements on land use characteristics, including existing and future land uses, consistency with plans and policies, and recreation effects; growth inducement; community character and cohesion, including population and housing conditions, economic conditions, and community facilities and services; environmental justice; and traffic and transportation facilities. No change in truck patterns is assumed as part of the

Project. Also, based on an initial assessment of Project site zoning and farmland mapping, no farmlands or timberlands are located within areas potentially affected by the Project and analysis of potential impacts on farmland and timberland and compliance with the federal Farmland Protection Policy Act will not be necessary.

As part of the CIA, the following shall be evaluated:

Growth Inducement: Evaluate the potential for growth-inducing effects by following the First Cut Screening guidelines provided by Caltrans' Guidelines for Preparers of Growth-Related, Indirect Impact Analysis (May 2006). It is expected that growth-inducement effects will not be "reasonably foreseeable," therefore a thorough assessment of the indirect economic and environmental impacts of potential growth in the Swansboro community is not included. The CIA includes the project's potential to induce population growth in the Project study area. Potential growth-inducement effects is evaluated based on a comparison of with- and without-project traffic projections (from the traffic technical report), growth projections and trends, zoning and General Plan designations in the study area, and consistency of the project with applicable plans and policies. An evaluation of the secondary economic and environmental effects of potential growth is not included.

Right-of-Way Acquisitions: The Project is anticipated to require right-of-way acquisitions from several properties. Affected properties shall be identified based on field observations, right-of-way data sheets, and aerial overlays. County engineer-provided documents will be used to assess the effects on property owners. It is assumed that no property relocations will be required.

Roadway Access Effects: Evaluate both temporary (construction-related) and permanent roadway access effects for residents and emergency services providers. Use engineer-developed traffic and emergency access plan. Emergency service providers shall be contacted to discuss potential access effects on their ability to provide services.

River Recreation Effects: Assess whether the Project shall result in changes to recreational river use and emergency take out options for river boaters. Discuss other recreational opportunities or effects related to the Project.

Visual Impact Assessment: Prepare a Visual Impact Assessment that documents changes caused by the Project and community input on visual resources utilizing methods and protocol developed by the FHWA in combination with elements of other federal visual resources assessment methods. ICF shall make a field visit to

photo document the following existing conditions: viewpoints; notable visual resources; the vividness, intactness, and unity of the Project area; and the site's landscape units.

Include representative photographs and map of photo locations. Use depictions of the Project prepared and provided by the engineering team to assess impacts.

Define visual resources in Project area and evaluate and describe visual quality and character, viewer groups and viewer responses, viewpoints, and changes in vividness, intactness and unity. Propose mitigation to lessen the impact of alternatives.

Noise Study Report

Prepare a Noise Study Report (NSR) evaluating the noise impacts of the Project and potential noise abatement measures. Prepare NSR in accordance with the FHWA, Title 23, Section 772 of the Code of Federal Regulations (CFR) (23 CFR 772), Procedures for Abatement of Highway Traffic Noise and Construction Noise, and the Caltrans Traffic Noise Analysis Protocol (Protocol). Traffic noise analysis will focus on the three (3) to four (4) rural residence locations in the Project area and also include information on undeveloped areas as required under the Protocol.

Conduct a field noise study to quantify existing noise conditions at the noise-sensitive areas in the Project area. Sound-level data shall be collected over a ten (10) to fifteen (15) minute period at selected times throughout the day. In addition, continuous twenty-four (24) hour noise monitoring shall be conducted at one (1) location in the Project study area if a secure location can be found. This scope of work assumes that all necessary field investigations can be conducted by two (2) staff persons in two (2) consecutive days.

Conduct traffic noise modeling related to the proposed Project using the FHWA Traffic Noise Model (TNM) Version 2.5 and traffic data provided by the Project traffic engineer. TNM is used to assess worst-noise-hour noise conditions at selected receiver locations under the following conditions:

- Existing,
- Design year under no project conditions, and
- Design year under with project (build) conditions.

Assess traffic noise impacts by determining if implementation of the Project is projected to result in traffic noise impacts as defined in the Protocol. If traffic noise impacts are projected to occur, evaluate feasibility of noise abatement as defined in the Protocol. Information on reasonableness is limited to noise abatement allowances and potential achievement of the noise reduction design goal.

If barriers are evaluated in the NSR, a preliminary noise abatement design shall be included to schematically identify the location, height, and extent of noise barriers needed to abate noise impacts. In accordance with Protocol guidance, description of the sound walls will be sufficient for environmental review, but not for final design of the walls.

Evaluate construction noise impacts using methods recommended by the U.S. Department of Transportation.

Air Quality Technical Memorandum

Prepare an air quality analysis in accordance with guidelines established by the El Dorado County Air Quality Management District (AQMD) and Caltrans.

Assess CEQA significance in accordance with the AQMD's *Guide to Air Quality Assessment, Determining Significance of Air Quality Impacts Under the California Environmental Quality Act*, as well as construction information provided by County (e.g., equipment and operating time). Estimate construction emissions using either the Sacramento Metropolitan Air Quality Management District's Road Construction Emissions Model (version 7.1.2) or manually using equipment emission factors from the OFFROAD model and Environmental Protection Agency AP-42 emission formulas. Identify mitigation measures for any air quality impacts found to exceed the AQMD's CEQA thresholds. Discuss construction-related toxic air contaminant emissions (e.g., diesel particulate matter) and greenhouse gases. It is not anticipated that the bridge widening will result in new operational mobile source emissions and the operational discussion shall be qualitative.

Regarding NEPA requirements, the proposed project is required to go through the Interagency Consultation process to determine if it is a Project of Air Quality Concern and subject to a transportation conformity analysis. The FHWA, Federal Transit Administration, and Environmental Protection Agency have stated that one-lane bridge replacement projects that replace an existing one-lane bridge with a two-lane bridge, and are located in a rural (non-urbanized) area on a road that is not part of the regionally modeled network, and do not include added lanes on the approaches to the bridge are exempt from transportation conformity requirements. A project-level hotspot analysis is required if the preferred alternative does not meet the conditions listed above. If necessary, prepare hotspot analysis following guidance established by the FHWA and Caltrans. Based on the anticipated level of analysis and the absence of new operational emissions, it is assumed that an air quality technical memorandum will be sufficient to fulfill the environmental documentation requirements of Caltrans. The memorandum shall discuss transportation conformity and the absence of new operational

emissions (i.e., mobile source air toxics in accordance with FHWA Guidance). A conformity checklist shall also be prepared within the memorandum to satisfy Caltrans and FHWA requirements.

Activities:

- Prepare draft APE map in pdf. Submit to County's CA for review and incorporate comments.
- Prepare final draft APE map. Submit to Caltrans with copy to County's CA.
- Prepare administrative draft technical studies below for County in MS Word with graphics provided as separate pdf files. Submit to County's CA for review. Incorporate comments.
 - Natural Environment Study
 - Community Impact Assessment
 - Visual Impact Assessment
 - Cultural resource reports including, Historic Property Survey Report (HPSR), an Archaeological Survey Report (ASR), and a Historic Resources Evaluation Report (HRER).
 - Noise Study Report
 - Air Quality Technical Memorandum
- Prepare draft technical studies for County's CA and Caltrans (electronic MS Word and compiled pdf, and two (2) hard copies for each agency) for review. Incorporate comments.
- Prepare screen-check draft technical studies.

Assumptions:

- No change in truck patterns are anticipated
- Compliance with federal Farmland Protection Policy Act will not be necessary
- Property relocations will not be required
- All accessible areas within the Project study area shall be surveyed on foot for cultural and biological resources, where possible. But, where existing steep topography poses a safety hazard, biological surveys will rely on aerial interpretation and observations using binoculars.
- A stand-alone certified arborist report is not necessary.
- None of the archaeological resources, buildings and/or structures located in the APE shall meet the criteria for listing in the National Register of Historic Places (NRHP), and thus, a Finding of Effect (FOE) Document will not be necessary.
- Section 7 consultation is not necessary and thus associated documentation is not required.
- Noise barriers are not feasible for this Project given rural nature of the site and steep terrain. As such, a Noise Abatement Decision Report (NADR) is not required.

- An air quality technical memorandum shall be sufficient to fulfill the environmental documentation requirements of Caltrans.

Deliverables:

- Draft and final Caltrans APE map. Two (2) copies of the final approved/signed APE map
- Administrative draft technical studies
 - Natural Environment Study
 - Community Impact Assessment
 - Visual Impact Assessment
 - Cultural resource reports including, Historic Property Survey Report (HPSR), an Archaeological Survey Report (ASR), and a Historic Resources Evaluation Report (HRER).
 - Noise Study Report
 - Air Quality Technical Memorandum
- Draft technical studies (electronic MS Word and compiled pdf, and two (2) hard copies for each agency)
- Screen-check draft technical studies
- Ten (10) final printed copies of each study: Eight (8) bound and two (2) unbound for County and Caltrans

Duration:

- Within nine (9) months following completion of TASK 10 – Secondary Alternative Screening.

TASK 16 – CEQA/NEPA DOCUMENTATION- ED02 (WBS ACTIVITY ID)

Consistent with the CEQA Guidelines, ICF shall prepare an Environmental Impact Report (EIR) on behalf of El Dorado County as lead agency, analyzing up to three (3) build alternatives as determined by the PDT in Task 10 – Secondary Alternative Screening. ICF shall complete the following:

Activities:

- Prepare draft Notice of Preparation (NOP) of an EIR. Submit to County's CA for review and incorporate comments.
- Prepare final NOP of an EIR for agency and public distribution by County.
- Print and deliver fifteen (15) copies of NOP to State Clearinghouse.
- Prepare Administrative Draft EIR. Submit to County's CA for review and incorporate comments.
- Prepare screen check Draft EIR. Submit to County's CA for review and incorporate comments.

- Prepare Public Review Draft EIR in a format suitable for posting on the County webpage and in a format suitable for duplication and distribution to agencies and interested parties.
- Complete draft Notice of Completion (NOC) form. Submit to County's CA and incorporate comments.
- Complete final NOC for County signature.
- Print and deliver fifteen (15) copies of the Public Review Draft to the State Clearinghouse and provide a stamped copy NOC to County.
- Print and deliver up to twenty (20) additional hard copies to interested parties identified by County.
- Review and assist with responses to all comments received on the Draft EIR.
- Prepare Administrative Final EIR. Submit to County's CA for review. Incorporate comments.
- Prepare draft and final Mitigation Monitoring and Reporting Plan (MMRP) consistent with the CEQA Guidelines. Submit to CA for review. Incorporate Comments.
- Prepare screen check Final EIR (includes final MMRP).
- Prepare Draft Finding of No Significant Impact and/or Statement of Overriding Considerations (if needed) in compliance with CEQA and County's provided preferred format. Submit to CA for review. Incorporate Comments.
- Prepare Final Finding of No Significant Impact and/or Statement of Overriding Considerations (if needed)
- Assist Caltrans if needed, in the completion of the NEPA Categorical Exclusion Determination form. This assistance may include documenting mitigation commitments, summarizing conclusions of technical studies, and documenting applicable permit effective dates.
- Present EIR to Board of Supervisors at certification hearing.
- Prepare draft EIR Board presentation. Submit to County's CA and incorporate comments.
- Prepare final EIR Board presentation. Submit to County's CA.

Assumptions:

- Transportation, hazardous materials, geologic resources, water quality and flooding impacts and mitigation measures shall be based on technical reports prepared by other team members.
- Responses to comments related to issues handled by other team members shall be addressed by them.

- Though a number of letters may be received, it is assumed only three (3) letters shall require substantive responses and that no comments shall require new or additional technical analysis.
- Only very minor changes to the environmental document shall be required prior to certification.
- NEPA document is assumed to be a Categorical Exclusion under 23 CFR 771.117(d).
- County will be responsible for preparation of the Notice of Determination, and associated filing with the State Clearinghouse.

Deliverables:

- Draft and final NOP
- Administrative Draft EIR
- Screen-check Draft EIR
- Public Review Draft EIR (pdf and web-ready pdf)
- Draft and final NOC
- Public Review Draft EIR - fifteen (15) hard copies and one (1) NOC transmittal for State Clearinghouse
- Public Review Draft EIR - up to twenty (20) copies mailed to interested parties identified by PDT
- Response to Comments table in electronic format for staff report
- Copies of comment letters along with draft and final comment responses
- Administrative Final EIR and screen check Final EIR
- Final EIR - four (4) hard copies and one (1) pdf
- Draft and final MMRP
- NEPA Categorical Exclusion Determination form (if needed)
- Draft and final EIR Board Presentation (power point and/or other presentation materials)
- Draft and final Findings of Fact, Statement of Overriding Considerations (if needed)

Duration:

Within eight (8) months following TASK 15 – Environmental Analysis.

TASK 17 – FINAL PROJECT APPROVAL DOCUMENT – PROJECT REPORT (PA & ED) - ED02 (WBS ACTIVITY ID)

Activities:

Project Report

Following final CEQA and NEPA approvals, this documentation shall become part of the Final Project Report (including bridge type selection).

The Project Report shall be presented to and discussed with County in draft form. All comments shall be addressed and incorporated into the final report. It is expected that the report shall be finalized after approval of the environmental documents by Caltrans/FHWA. The approved report becomes the basis for the Project's final design phase.

Activities:

- Prepare draft Final Project Report. Submit to CA for review. Incorporate Comments.
- Prepare Final Project Report. Submit to CA.

Deliverables:

- Final Project Report (including bridge type selection)

Duration:

- Within one (1) month following completion of TASK 16 – CEQA/NEPA Documentation.

SUPPLEMENTAL ITEM OF WORK

County may require Consultant to perform the following Supplemental Item of Work, Task 7 – Traffic Analysis. If Consultant's services are required for the Supplemental Item of Work, County's CA will issue a separate Notice to Proceed for Consultant to perform the tasks.

TASK 7 – TRAFFIC ANALYSIS – AS03 (WBS ACTIVITY ID)

Activities:

Upon separate notice to proceed from County's CA, Consultant and its subconsultant, Fehr & Peers shall provide the following based on the five (5) remaining alternatives:

- Complete travel time runs on Mosquito Road and Rock Creek Road between Swansboro and Placerville. Travel time runs shall be conducted in both directions and may include use of GPS, depending on the reliability of GPS signal due to terrain and tree coverage. Travel time analysis shall be used to evaluate improved accessibility (i.e., reduced travel time) with a new proposed bridge.
- Develop design year daily traffic volume forecasts for Mosquito Road using the updated version of the El Dorado County travel demand forecasting model developed for the targeted General Plan Update. The travel model and travel time analysis shall be used to identify the potential for induced travel due to improved accessibility (i.e., reduced travel time).
- Prepare draft and final technical Traffic Analysis Memorandum summarizing the results of Travel Time Analysis and Design Year Traffic Volumes and discuss the following items for the pre and post Project scenarios:

- Consistency with transportation-related General Plan policy
- Traffic impacts during construction
- Induced travel
- Travel time

Assumptions:

- N/A

Deliverables:

- Draft Traffic Analyses Memorandum (based on five [5] alternatives). Submit to County's CA for review. Incorporate comments.
- Final Traffic Analyses Memorandum (based on five [5] alternatives)

Duration:

- Within two (2) months following completion of TASK 8 – Initial Alternatives Screening.

OPTIONAL SERVICES

County may require Consultant to perform Optional Services. Such Optional Services may supplement, expand or otherwise modify the Scope of Work and the Supplemental Item of Work or may include, but not be limited to, tasks that are deemed critical by County's CA. If Consultant's services are required for Optional Services, 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.