

Kimley-Horn and Associates, Inc.

Traffic Engineering and Transportation Environmental Planning Services for the Latrobe West Connector Project

AGREEMENT FOR SERVICES #9080

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 Kimley-Horn and Associates, Inc., a North Carolina corporation duly qualified to conduct business in the State of California, whose principal place of business is 421 Fayetteville Street, Suite 600, Raleigh, North Carolina 27601 and whose local address is 555 Capitol Mall, Suite 300, Sacramento, California 95814 (hereinafter referred to as "Consultant").

RECITALS

WHEREAS, County has determined that it is necessary to obtain a Consultant to assist its Department of Transportation, Engineering Division, with traffic engineering and transportation environmental planning services for the Latrobe West Connector Project;

WHEREAS, Consultant has represented to County that it is specially trained, experienced, is an expert, and competent to perform the special services described in ARTICLE I Scope of Work; that it is an independent and bona fide business operation, advertises and holds itself as such, is in possession of a valid business license, and is customarily engaged in an independently established business that provides similar services to others; and County relies upon those representations;

WHEREAS, it is the intent of the parties hereto that such services be in conformity with all applicable state and local laws and ordinances applicable to the work, including compliance with prevailing wage rates and their payment in accordance with 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 that there are specialty skills, qualifications, and equipment not expressly identified in County classifications involved in the performance of the work in accordance with El Dorado County Ordinance Code, Chapter 3.13.030(b), El Dorado County Charter, section 210(b)(6), and/or Government Code section 31000;

WHEREAS, on March 5, 2021, Consultant was determined to be qualified as the result of competitive Request for Qualifications (RFQ) 20-918-043 for Category 2P – Traffic Engineering services;

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

ARTICLE I

Scope of Work: Consultant is engaged in the business of doing the services and tasks required under this Agreement, including those services and tasks that are identified in Exhibit A, marked "Scope of Work," incorporated herein and made by reference a part hereof, and those services and tasks that are reasonably necessary for the completion of the work identified in the Scope of Work.

Consultant shall furnish, at Consultant's own cost and expense, all personnel, subconsultants, services, tools, vehicles, and equipment or any other materials, necessary to perform the services and tasks required under this Agreement, including those services and tasks that are identified in Exhibit A, and those services and tasks that are reasonably necessary for the completion of the work identified in the Scope of Work.

County will issue an initial Notice to Proceed with the Work to Consultant for Tasks 1, 2, 3, and 4 listed on Exhibit A. No payment will be made for any work performed prior to the effective date of the initial Notice to Proceed.

County will issue an additional Notice to Proceed to Consultant for Tasks 5 and 6 listed Exhibit A. No payment will be made for any work performed for Tasks 5 and 6 prior to the effective date of the additional Notice to Proceed.

Deliverables shall be submitted via electronic file and Consultant shall produce the file using Microsoft (MS) 365 applications (specifically, MS Word, MS PowerPoint, and MS Excel). Signed reports shall be submitted in Adobe portable document format (PDF). Electronic AutoCAD 2010 or AutoCAD Civil 3D 2010 format shall be used for submittal of plans or other similar documents as specified by County's Contract Administrator. All deliverables shall be submitted in the language, format and design that are compatible with and completely transferable to County's computer, and that are acceptable to County Contract Administrator. Newer versions of software may be used and other types of software used for analytical purposes may be authorized if approved in advance of the submittal by County's Contract Administrator. Consultant shall submit all deliverables to County's Contract Administrator in accordance with completion time schedules identified herein. Failure to submit the required deliverables in the format required shall be grounds for termination of the Agreement, as provided in ARTICLE XX, Default, Termination, and Cancellation, herein.

Consultant shall perform the services and tasks required under this Agreement in a safe, professional, skillful, and workmanlike manner. Consultant is responsible for ensuring that its employees, as well as any subconsultants if applicable, perform the services and tasks required under this Agreement accordingly.

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

ARTICLE II

Term: This Agreement shall become effective upon final execution by both parties hereto and shall expire three (3) years thereafter.

ARTICLE III

Compensation for Services: For services provided herein, County agrees to pay Consultant monthly in arrears. Payment will be made within forty-five (45) days following County's receipt and approval of itemized invoices detailing the services rendered.

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

Notwithstanding any other provision of this Agreement to the contrary, payments to Consultant and subconsultants for mileage expenses, if applicable, for Consultant's or subconsultant's claims for reimbursement shall not exceed the rates to be paid to County employees under the current Board of Supervisor's Travel Policy in effect at the time the expenses are incurred, without markup.

Subconsultant's services, other outside services, other direct costs, including but not limited to, printing, delivery charges, and copying costs, authorized herein shall be invoiced at Consultant's cost, with no markup, for the services rendered. Rates and fees, included in such direct costs, will require prior authorization from County's Contract Administrator or successor. Any invoices that include subconsultant services shall be accompanied by backup documentation to substantiate Consultant's costs for the services being billed on those invoices.

For the purposes of budgeting the Tasks in Exhibit A, the billing amounts for each Task are identified in Exhibit C, marked "Cost Proposal," incorporated herein and made by reference a part hereof. 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 within each Notice to Proceed and Other Direct Costs identified herein, including reallocating such expenses between Consultant's subconsultants identified herein, subject to County Contract Administrator's prior written approval. In no event shall the total not-to-exceed amount of the Agreement, be exceeded.

The total amount of this Agreement shall not exceed \$452,055.28, inclusive of all costs, taxes, and expenses.

Itemized invoices shall follow the format specified by County and shall reference this Agreement number on their faces. Copies of documentation attached to invoices shall reflect Consultant's charges for the specific services billed on those invoices. Invoices shall be mailed to County at the following address:

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

Attn.: Shanann Findley
Senior Administrative Analyst
dotengineering@edcgov.us

or to such other location as County directs.

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

ARTICLE IV

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

ARTICLE V

Progress Reports: Consultant shall submit written progress reports to County's Contract Administrator, or designee, 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. Consultant shall prepare the reports in a sufficiently detailed manner for County's Contract Administrator, or designee, to determine if Consultant is performing to expectations and is on schedule to provide the services and deliverables described in the Scope of Work, to provide communication of interim findings, and to afford occasions for airing difficulties or special circumstances encountered so that remedies can be developed. County shall review the report to ensure that Consultant's services and deliverables adhere to current County requirements applicable to the project as determined by County's Contract Administrator, or designee, and Consultant shall modify its work if the County's Contract Administrator, or designee, determined it is necessary to meet current County requirements applicable to the project. Consultant shall include in a progress report the total number of hours worked by Consultant and any authorized subconsultants; a descriptions of the tasks and work performed, including a description of any deliverables submitted during the reporting period; and the anticipated tasks, work, and deliverables proposed for the subsequent reporting period. Any invoices submitted by Consultant for payment under the terms of this Agreement shall include copies of the progress reports that relate to the services being billed on those invoices.

ARTICLE VI

Ownership of Data: Upon completion or earlier termination of all services under this Agreement, ownership and title to all reports, documents, plans, maps, specifications,

estimates, compilations, photographs, videos, and any and all other materials or data produced or obtained as part of this Agreement will automatically be vested in County without restriction or limitation on their use, and no further agreement will be necessary to transfer ownership to County. Copies may be made for Consultant's records, but shall not be furnished to others without prior written authorization from County's Contract Administrator. Such deliverables shall be deemed works made for hire and all rights in copyright therein shall be retained by County. Consultant shall furnish County all necessary copies of data, including data stored in electronic format, needed to complete the review and approval process of the services and deliverables provided under this Agreement.

ARTICLE VII

Consultant's Project Manager: Consultant designates Stephen Dillon 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 Agreement; and (2) reviewing, monitoring, training, and directing Consultant's personnel and any subconsultants authorized herein.

ARTICLE VIII

Standards for Work: Services rendered under this Agreement shall be performed in accordance with and full compliance with the 2004 El Dorado County General Plan, Highway Capacity Manual 6th Edition (Transportation Research Board), the Trip Generation Manual 11th Edition (Institute of Traffic Engineers), 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.

ARTICLE IX

Prevailing Wage: County requires Consultant's services on public works project(s) involving local and/or state funds to which prevailing wage requirements may apply. As a consequence, Consultant shall comply with all applicable state and federal prevailing wage rates, statutes, rules, and regulations then in effect. Consultant shall use the general prevailing wage rates determined by the Director of Industrial Relations for the county in which the work is to be done, which are available and on file with the Department of Transportation's Regional/District Labor Compliance Officer (<https://dot.ca.gov/programs/construction/labor-compliance>). Changes, if any, to the general prevailing wage rates will be available at the same location.

Future effective general prevailing wage rates which have been predetermined and are on file with the California Department of Industrial Relations are referenced but not printed in the general prevailing wage rates.

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

ARTICLE X

Apprentices: Attention is directed to Labor Code sections 1777.5, 1777.6, and 1777.7 and 8, California Code of Regulations section 200, et seq. To ensure compliance and complete understanding of the law regarding apprentices, and specifically the required ratio thereunder, each Consultant or subconsultant should, where some question exists, contact the Division of Apprenticeship Standards, 455 Golden Gate Avenue, San Francisco, CA 94102, or one of its branch offices prior to commencement of work on this Agreement. Responsibility for compliance with this Article lies with Consultant.

It is County policy to encourage the employment and training of apprentices on public works contracts as may be permitted under local apprenticeship standards.

ARTICLE XI

Certified Payroll: As required under the provisions of Labor Code section 1776, Consultant and any subconsultants, if any are authorized herein, shall keep accurate payroll records as follows, if applicable:

- A. The payroll records shall show the name, address, social security number, work classification, straight time and overtime hours worked each day and week, and the actual per diem wages paid to each journeyman, apprentice, worker, or other employee employed by Consultant or subconsultants in connection with the services provided under this Agreement.
- B. A certified copy of all payroll records enumerated above shall be available for inspection at all reasonable hours at the principal office of Consultant as follows:
 1. Make available or furnish to the employee or his or her authorized representative on request.
 2. Make available for inspection or furnished upon request to a representative of County, the State Division of Labor Standards Enforcement, and the Division of Apprenticeship Standards of the State Department of Industrial Relations.
 3. Make available upon request by the public for inspection or copies thereof made; provided, however, that a request by the public shall be made through either County, the State Division of Labor Standards Enforcement, or the State Division of Apprenticeship Standards. The requesting party shall, prior to being provided the records, reimburse the costs of preparation

by Consultant, subconsultant, and the entity through which the request was made. The public shall not be given access to the records at the principal office of Consultant.

4. All Consultants and subconsultants must furnish electronic certified payroll records directly to the Department of Industrial Relations.

ARTICLE XII

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

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

ARTICLE XIII

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

ARTICLE XIV

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

ARTICLE XV

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 understood that this Agreement does not create an exclusive relationship between County and Consultant, and Consultant may perform similar work or services for others. However, Consultant shall not enter into any agreement with any other party, or provide any information in any manner to any other party, that would conflict with Consultant's responsibilities or hinder Consultant's performance of services hereunder, unless

County's Contract Administrator, in writing, authorizes that agreement or sharing of information.

ARTICLE XVI

Confidentiality: Consultant and any subconsultants authorized under this Agreement shall maintain the confidentiality and privileged nature of all records, including billing records, together with any knowledge therein acquired, in accordance with all applicable state and federal laws and regulations, as they may now exist or may hereafter be amended or changed. Consultant, and all Consultant's staff, employees, and representatives, including any subconsultants authorized herein, shall not use or disclose, directly, or indirectly at any time, any said confidential information, other than to County's Department of Transportation or to such other person with County's consent for the purpose of, and in the performance of, this Agreement. This confidentiality provision shall survive after the expiration or earlier termination of this Agreement.

ARTICLE XVII

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 subconsultants for services performed in ARTICLE I, Scope of Work, for the particular tasks, work and deliverables pursuant to this Agreement. Said authorization and approval shall be sought and obtained by Consultant prior to subconsultants' commencement of any work under this Agreement. Specific subconsultants shall be authorized pursuant to this Agreement. Consultant shall require each subconsultant, to the extent of the work to be performed by the subconsultant, to be bound to Consultant by the terms of this Agreement and to assume toward Consultant all of the obligations and responsibilities that Consultant, by this Agreement, assumes toward County.

ARTICLE XVIII

Independent Contractor: The parties intend that an independent contractor relationship will be created by this contract. 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, agents, affiliates, and subconsultants, if any are authorized herein, as they relate to the services or work to be performed under this Agreement during the course and scope of their employment by Consultant. Those persons will be entirely and exclusively under the direction, supervision, and control of Consultant.

County may designate the tasks to be performed and the results to be accomplished under this Agreement, provide information concerning the work or services, approve or disapprove the final work product and/or services provided, and set deadlines for the completion of the work or services, but County will not control or direct the manner, means, methods, or sequence in which Consultant performs the work or services for

accomplishing the results. Consultant understands and agrees that Consultant lacks the authority to bind County or incur any obligations on behalf of County.

Consultant, including any subconsultant or employees of Consultant, shall not receive, nor be eligible for, any benefits County provides for its employees, including, but not limited to, vacation pay, paid holidays, life insurance, health insurance, social security, disability insurance, pension, or 457 plans. Consultant shall not receive, nor be eligible for, workers' compensation, including medical and indemnity payments. County is not responsible for withholding, and shall not withhold, Federal Income Contribution Act amounts or taxes of any kind from any payments which it owes Consultant. Consultant shall not be subject to the work schedules or vacation periods that apply to County employees.

Consultant shall be solely responsible for paying its employees, and for withholding Federal Income Contribution Act amounts and other taxes, workers' compensation, unemployment compensation, medical insurance, life insurance, or any other benefit that Consultant provides for its employees.

Consultant acknowledges that it has no authority to bind the County or incur any obligations on behalf of the County with regard to any matter, and shall not make any agreements or representations on the County's behalf.

ARTICLE XIX

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

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

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

ARTICLE XX

Default, Termination, and Cancellation:

A. 1. Termination by Default: If either party becomes aware of an event of default, that party shall give written notice of said default to the party in default (notice) that shall state the following:

- a. The alleged default and the applicable Agreement provision, and
- b. That the party in default has ten (10) days upon receiving the notice to cure the default (Time to Cure).

If the party in default does not cure the default within ten (10) days of the Time to Cure, then such party shall be in default and the party giving notice may terminate the Agreement by issuing a Notice of Termination. The party giving notice may extend the Time to Cure at their discretion. 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.

2. If County terminates this Agreement, in whole or in part, for default:

- a. County reserves the right to procure the goods or services, or both, similar to those terminated, from other sources and Consultant shall be liable to County for any excess costs for those goods or services. County may deduct from any payment due, or that may thereafter become due to Consultant, the excess costs to procure from an alternate source.
- b. County shall pay Consultant the sum due to Consultant under this Agreement prior to termination, unless the cost of completion to County exceeds the funds remaining in the Agreement. In which case the overage shall be deducted from any sum due Consultant under this Agreement and the balance, if any, shall be paid to Consultant upon demand.
- c. County may require Consultant to transfer title and deliver to County any completed work under the Agreement.

3. The following shall be events of default under this Agreement:

- a. Failure by either party to perform in a timely and satisfactory manner any or all of its obligations under this Agreement.
- b. A representation or warranty made by Consultant in this Agreement proves to have been false or misleading in any respect;
- c. Consultant fails to observe and perform any covenant, condition or agreement on its part to be observed or performed under this Agreement,

unless County agrees, in writing, to an extension of the time to perform before that time period expires.

- d. A violation of ARTICLE XXIX, Conflict of Interest.
- B. Bankruptcy: County may terminate this Agreement immediately in the case of bankruptcy, voluntary or involuntary, or insolvency of Consultant.
- C. Ceasing Performance: County may terminate this Agreement immediately in the event Consultant ceases to operate as a business, or otherwise becomes unable to substantially perform any term or condition of this Agreement.
- D. Termination or Cancellation without Cause: County may terminate this Agreement, in whole or in part, for convenience upon thirty (30) calendar days' written Notice of Termination. If such termination is effected, County will pay for satisfactory services rendered before the effective date of termination, as set forth in the Notice of Termination provided to Consultant, and for any other services that County agrees, in writing, to be necessary for contract resolution. In no event, however, shall County be obligated to pay more than the total amount of the Agreement. Upon receipt of a Notice of Termination, Consultant shall promptly discontinue all services affected, as of the effective date of termination set forth in such Notice of Termination, unless the Notice directs otherwise. In the event of termination, County reserves the right to take over and complete the work by contract or by any other means.

ARTICLE XXI

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

To County:

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

Attn.: Matt Smeltzer
Deputy Director, Engineering

With a copy to:

County of El Dorado
Chief Administrative Office
330 Fair Lane
Placerville, California 95667

Attn.: Michele Weimer
Procurement and Contracts Manager

or to such other location as County directs.

Notices to Consultant shall be addressed as follows:

Kimley-Horn and Associates, Inc.
555 Capitol Mall, Suite 300
Sacramento, California 95814

Attn.: Matthew D. Weir, Vice President

or to such other location as Consultant directs.

ARTICLE XXII

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 XXI, 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 XXIII

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, officers, or agents, 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 subconsultants. This duty of Consultant includes the duty of defense, inclusive of that set forth in California Civil Code Section 2778 and is subject to any limit provided for in Civil Code Section 2782.8(a) of the cost to defend charged to Consultant. Each party shall notify the other party immediately in writing of any claim or damage related to activities performed under this Agreement, provided that County's failure to immediately or timely notify Consultant does not limit or waive Consultant's defense and indemnity obligations in this Article. The parties shall cooperate with each other in the investigation and disposition of any claim arising out of the activities under this Agreement.

The indemnity obligation owed is independent of the obligation to obtain insurance coverage sufficient to protect the County, as described in ARTICLE XXIV.

These obligations owed the County under this provision shall survive the termination of this Agreement.

ARTICLE XXIV

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 (providing scope of coverage equivalent to ISO policy form CG 00 01) of not less than \$1,000,000 combined single limit per occurrence for bodily injury and property damage, including but not limited to endorsements for the following coverage: premises, personal injury, operations, products and completed operations, blanket contractual, and independent Consultants' liability and a \$2,000,000 aggregate limit. County, including, without limitation, its officers, officials, employees, and volunteers shall be named as an additional insured on ISO form CG 2010 1185, or its equivalent.
- 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, inclusive of the guarantee/warranty period specified hereinbelow. 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 thirty (30) days 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 in respect to 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 in respect to County, its officers, officials, employees, and volunteers; or Consultant shall procure a bond guaranteeing payment of losses and related investigations, claim administration, and defense expenses.
- K. Any failure to comply with the reporting provisions of the policies shall not affect coverage provided to County, its officers, officials, employees, or volunteers.
- L. The insurance companies shall have no recourse against the County of El Dorado, its officers and employees or any of them for payment of any premiums or assessments under any policy issued by any insurance company.
- M. Consultant's obligations shall not be limited by the foregoing insurance requirements and shall survive the expiration of this Agreement.
- N. In the event Consultant cannot provide an occurrence policy, Consultant shall provide insurance covering claims made as a result of performance of this Agreement for not less than three (3) years following completion of performance of this Agreement.
- O. The certificate of insurance shall meet such additional standards as may be determined by the contracting County department, either independently or in consultation with County's Risk Management Division as essential for protection of County.
- P. Consultant shall ensure that all subconsultants authorized pursuant to this Agreement shall maintain workers' compensation, general liability, automobile liability, and professional liability insurance as specified above and shall provide County with proof of same if requested.

ARTICLE XXV

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

ARTICLE XXVI

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 and any of its subconsultants employed under this agreement 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 XXVII

Force Majeure: Neither party will be liable for any delay, failure to perform, or omission under this Agreement that is due to any cause that it is beyond its control, not due to its own negligence, and cannot be overcome by the exercise of due diligence. In that event, the affected party will:

1. Promptly give written notice to the other of the fact that it is unable to so perform and the cause(s) that is beyond its control.
2. Once the cause(s) has ceased, provide written notice to the other party and immediately resume its performance under this Agreement.

For purposes of this Article, "cause that is beyond its control" includes labor disturbances, riots, fires, earthquakes, floods, storms, lightning, epidemics, war, disorders, hostilities, expropriation or confiscation of properties, failure of and delays by carriers, interference by civil or military authorities, whether legal or de facto, and whether purporting to act under some constitution, decree, or law, or otherwise, or acts of God.

ARTICLE XXVIII

Waiver: No failure on the part of the parties to exercise any rights under this Agreement, and no course of dealing with respect to any right hereunder, shall operate as a waiver of that right, nor shall any single or partial exercise of any right preclude the exercise of any other right. The remedies herein provided are cumulative and are not exclusive of any other remedies provided by law.

ARTICLE XXIX

Conflict of Interest: The parties to this Agreement have read and are aware of the provisions of Government Code section 1090, et seq. and the Political Reform Act of 1974 (section 87100, et seq.), relating to conflict of interest of public officers and employees. Individuals who are working for Consultant and performing work for County and who are considered to be Consultant within the meaning of Title 2 California Code of Regulations section 18700.3, as it now reads or may thereafter be amended, are required to file a statement of economic interest in accordance with County's Conflict of Interest Code. County's Contract Administrator shall at the time this Agreement is executed make an initial determination whether or not the individuals who will provide services or perform work pursuant to this Agreement are Consultants within the meaning of the Political Reform Act and County's Conflict of Interest Code. Statements of economic interests are public records subject to disclosure under the California Public Records Act.

Consultant covenants that during the term of this Agreement neither it, or any officer or employee of Consultant, has or shall acquire any interest, directly or indirectly, in any of the following:

1. Any other contract connected with, or directly affected by, the services to be performed by this Agreement.
2. Any other entities connected with, or directly affected by, the services to be performed by this Agreement.
3. Any officer or employee of County that are involved in this Agreement.

If Consultant becomes aware of a conflict of interest related to this Agreement, Consultant shall promptly notify County of the existence of that conflict, and County may, in its sole discretion, immediately terminate this Agreement by giving written notice of termination specified in ARTICLE XX, Default, Termination, or Cancellation.

Pursuant to Government Code section 84308 (SB 1439, the Levine Act), Consultant shall complete and sign the attached Exhibit D, marked "California Levine Act Statement," incorporated herein and made by reference a part hereof, regarding campaign contributions by Consultant, if any, to any officer of County.

ARTICLE XXX

Nondiscrimination:

- A. County may require Consultant's services on projects involving funding from various state and/or federal agencies, and as a consequence, 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 and its employees, subconsultants, and representatives shall not unlawfully discriminate against any employee or applicant for employment because of race, religious creed, color, national origin, ancestry,

physical disability, mental disability, medical condition, genetic information, military and veteran status of any person, marital status, age, sex, gender, gender identity, gender expression, or sexual orientation. Consultant and its subconsultants shall, unless exempt, comply with the applicable provisions of the Fair Employment and Housing Act (Government Code, section 12900, et seq.) and applicable regulations promulgated thereunder (2 California Code of Regulations, section 11000, et seq.); the applicable regulations of the Fair Employment and Housing Commission implementing Government Code, section 12990, set forth in Subchapter 5 of Chapter 5 of Division 4 of Title 2 of the California Code of Regulations incorporated into this Agreement by reference and made a part hereof as if set forth in full; and Title VI of the Civil Rights Act of 1964, as amended. Consultant and its employees and representatives shall give written notice of their obligations under this clause as required by law.

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

ARTICLE XXXI

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 XXXII

County Payee Data Record Form: All independent Consultants 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 XXXIII

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 XXXIV

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

ARTICLE XXXV

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 XXXVI

Electronic Signatures: Each party agrees that the electronic signatures, whether digital or encrypted, of the parties included in this Agreement, are intended to authenticate this writing and to have the same force and effect as manual signatures. Electronic Signature means any electronic visual symbol or signature attached to or logically associated with a record and executed and adopted by a party with the intent to sign such record, including facsimile or email electronic signatures, pursuant to the California Uniform Electronic Transactions Act (Civil Code sections 1633.1 to 1633.17) as amended from time to time.

ARTICLE XXXVII

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

ARTICLE XXXVIII

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

ARTICLE XXXIX

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

ARTICLE XL

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

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:
Kim Dawson
Clerk of the Board of Supervisors

By: _____
Deputy Clerk

Dated: _____

-- KIMLEY-HORN AND ASSOCIATES, INC. --

By: Matthew D. Weir, P.E.
[Matthew D. Weir, P.E. \(Nov 4, 2024 16:56 PST\)](#)
Matthew D. Weir
Vice President
"Consultant"

Dated: 11/04/2024

Kimley-Horn and Associates, Inc.

Exhibit A

Scope of Work

Consultant shall provide traffic engineering and transportation environmental planning services for the Latrobe West Connector Project #36105084 (Project) located in El Dorado Hills south of the El Dorado Hills Business Park. The new roadway would connect to Latrobe Road at the southern end of the El Dorado Hills Business Park and extend west to the County line, where it would tie-in to future Sacramento County improvements. All work under this Agreement will be supervised by a licensed civil engineer (or other form of engineering license).

Task 1: Project Administration, Data Collection, and Meetings

Task 1.1 – Project Administration (Tasks 1-4)

Task shall include Project initiation, general project administration, including monthly progress reports, quality control, and Project accounting, including monthly Project invoices. This Task is anticipated to be completed over a twelve (12) month period.

Task 1.2 – Data Collection

Consultant shall be entitled to rely on the completeness and accuracy of all information provided by County. County shall provide all information requested by Consultant during the Project including, at a minimum:

- Synchro® files for the study intersections (if available)
- Existing traffic signal timing plans for all signalized study intersections
- Existing and planned transit service
- Existing and planned bicycle and pedestrian facilities
- Cultural/Tribal Resources

Consultant shall complete a site visit of the immediate Project vicinity and study facilities to observe existing operations and lane configurations, vehicle storage lengths, existing traffic control, speed limits, lane utilization, adjacent land uses, and other readily apparent features for the study facilities that are deemed by Consultant to be relevant to the Scope of Work.

Task 1.3 – Meetings (Tasks 1-4)

Consultant shall participate in up to three (3) total in-person Project meetings. Consultant shall participate in virtual meetings at a level strictly commensurate with the authorized budget for this task.

Task 1 Deliverables:

- Up to twelve (12) monthly Project invoices and progress reports
- Up to three (3) in-person Project meetings
- Virtual meetings as needed

Task 2: Traffic Analysis

Task 2.1 – Traffic Forecasts and Fact Sheet

A limited review of several Travel Demand Models (TDM) will be completed for the purpose of developing a Project-specific TDM to serve as the basis of analysis for this study. TDMs selected for this review include: the current version of Sacramento Area Council of Governments' (SACOG) Sacramento Activity-Based Travel Simulation Model (SACSIM), the City of Folsom's General Plan TDM with improvements in the Folsom Plan Area, and the current version of County's TDM. This review is anticipated to include an assessment of the following:

- Household and employment projections within eastern Sacramento County and El Dorado Hills, with a focus on the City of Folsom Plan Area and the El Dorado Hills Business Park
- Roadway network features
- Future traffic estimates

The results of the review will inform the development of the Project-specific TDM which will be based on the County TDM with updates from the recently adopted land use growth forecasts for the County through 2045, as well as land use information for the Folsom Plan Area from the City of Folsom's General Plan TDM. The project-specific TDM will be used to determine future Design Year 2045 AM peak-hour, PM peak-hour, and Average Daily Traffic (ADT) forecasts for the study locations.

Prior to developing future year forecasts, a focused base year model validation exercise will be undertaken in the study area. Under this task the existing land use and roadway network within the study area in the base year model will be reviewed for accuracy and modified as necessary to best reflect current conditions. The base year model will then be used to generate model volumes to be compared against the traffic counts collected in Task 1.2 to observe that the model satisfies California Department of Transportation's (Caltrans) validation criteria within the study area.

Modifications (e.g., land use and network) made to the base year model will be carried forward to the future year time periods. The Project-specific TDM will be used to develop opening and design year peak-hour and daily forecasts for No Build and up to two Project Alternatives at the study locations. Future land use and roadway network assumptions for the study area will be consistent with the current Folsom Plan Area planning documents and approved development tentative maps, the SACOG 2020 Metropolitan Transportation Plan/Sustainable Communities Strategy (MTP/SCS) (as appropriate), County's 10-Year Capital Improvement Program (CIP), and County's 2024 Traffic Impact Fee (TIF) Update. In addition to traffic forecasts, the selected TDM will be used to determine the regional implications of the project by examining additional Measures of Effectiveness (MOEs) such as Vehicle Miles of Travel (VMT), Vehicle Hours of Travel (VHT), and Congested Vehicle Miles of Travel (CVMT) with and without the Project.

An iterative process will be completed to determine the proposed roadway's features and assumed cross-section. The roadway is initially assumed to have a five (5) lane cross section, but based on model runs, specifically those for the horizon year scenarios, modifications will be made to understand what cross section will adequately handle the estimated future volumes. Consultant shall meet with the County to discuss the findings of the iterative process to agree on a final assumed cross-section for the proposed roadway to be used in the subsequent analyses.

Consultant shall submit a technical memorandum Fact Sheet summarizing the traffic forecasts, model refinements, and cross section analysis for review by the County and Project stakeholders. Consultant shall respond to one set of consolidated, non-conflicting comments and prepare a Final Traffic Forecasting Memorandum. Once approved, Consultant shall proceed with the technical evaluation of the project.

Task 2.1 Deliverables:

- Draft Technical Memorandum Fact Sheet in PDF and Word format.
- Final Traffic Forecasting Memorandum in PDF format.

Task 2.2 – Traffic Operations Analysis

A peak-hour Level of Service (LOS) analysis will be conducted for the weekday a.m. and p.m. peak-hours for the following scenarios:

A. Existing (2024) Conditions

Representative of current conditions, using on-the-ground counts per Task 1 and existing intersection/network configurations.

B. Opening Year (2036) Conditions

Representative of conditions as established interpolating between the Existing (2024) and Cumulative (2045) conditions using the version of the County's TDM

prepared as part of Task 2.1. The intersection/network configurations will be existing unless ten year (10) funded improvements are explicitly identified in the County's CIP.

C. Opening Year (2036) Conditions plus Proposed Project

Representative of conditions as established using Opening Year (2036) volumes as per the version of the TDM prepared as part of Task 2.1. The intersection/network configurations will be per the County's TDM. The intersection/network configurations will reflect the completion of the Project (connection at Empire Ranch Road along the Capital Southeast Connector) and other appropriate projects consistent with the volume forecast methodology.

D. Opening Year (2036) Conditions plus Proposed Project Alternative

Representative of conditions as established using Opening Year (2036) volumes as per the version of the County's TDM prepared as part of Task 2.1. The intersection/network configurations will be per the County's TDM. The intersection/network configurations will reflect the completion of the Project (connection at Placerville Road along the Capital Southeast Connector) and other appropriate projects consistent with the volume forecast methodology.

E. Cumulative (2045) Conditions

Representative of conditions as established using Cumulative (2045) volumes as per the version of the County's TDM prepared as part of Task 2.1. The intersection/network configurations will be per the County's TDM.

F. Cumulative (2045) Conditions plus Proposed Project

Representative of conditions as established using Cumulative (2045) volumes as per the County's TDM. The intersection/network configurations will be per the County's TDM. The intersection/network configurations will reflect the completion of the Project (connection at Empire Ranch Road along the Capital Southeast Connector) and other appropriate projects consistent with the volume forecast methodology.

G. Cumulative (2045) Conditions plus Proposed Project Alternative

Representative of conditions as established using Cumulative (2045) volumes as per the County's TDM. The intersection/network configurations will be per the County's TDM. The intersection/network configurations will reflect the completion of the Project (connection at Placerville Road along the Capital Southeast Connector) and other appropriate projects consistent with the volume forecast methodology.

The peak hour LOS analysis will be completed for up to fifteen (15) intersections and ten (10) roadway segments. Peak-hour LOS will be determined for the time periods and analysis scenarios listed above. LOS for each scenario will be determined using methods defined in the Highway Capacity Manual using the Synchro® traffic analysis software.

Queuing Analysis

Consultant shall evaluate a.m. and p.m. peak-hour vehicle queuing study intersection turning movements where queuing spill-back is anticipated. Queuing for these movements will be approximated using Synchro® traffic analysis software. Ninety-fifth (95th) percentile vehicle queues will be compared against available vehicle storage lengths to determine if the queues are anticipated to exceed their available storage and adversely affect adjacent through travel lanes. This evaluation will be performed for the analysis scenarios identified above.

Roadway Cross-Section Confirmation

Based on the findings of the traffic analyses noted in this Task, Consultant shall document the recommended project roadway cross-section to achieve acceptable operations and to achieve the operational thresholds established by the County and Project stakeholders.

Task 2.3 – Traffic Analysis Documentation

Task 2.3.1: Administrative Draft Memorandum

Analyses completed in Tasks 2.1-2.2 will be documented in technical memorandum report format with graphics as deemed appropriate by Consultant. Consultant shall prepare and submit an electronic (PDF) version of the administrative draft report to the County.

Consultant shall address one set of consolidated, non-conflicting County comments on the administrative draft report. If the comments require additional analysis or data collection beyond that provided for in this Scope of Services, this work will be provided as an additional service. Any additional comment responses, regardless of origin, will also be provided as an additional service.

Task 2.3.2: Draft Memorandum

Consultant shall prepare and submit an electronic (PDF) version of the draft report to the County for review and consideration by Project stakeholders. Consultant shall address a reasonable number of non-conflicting stakeholder comments on the draft report. If the comments require additional analysis or data collection beyond that provided for in this Scope of Services, this work will be provided as an additional service. Any additional comment responses, regardless of origin, will also be provided as an additional service.

Task 2.3.3: Final Memorandum

Consultant shall prepare and submit an electronic (PDF) version of the final report to the County.

Task 2.3 Deliverables:

- One (1) Administrative Draft Memorandum in PDF format submitted electronically
- One (1) Draft Memorandum addressing County comments in PDF format submitted electronically
- One (1) Final Memorandum addressing final County comments and stakeholder comments in PDF format submitted electronically

Task 3: Environmental Assessment

Task 3.1 – Phase I Environmental Site Assessment (ESA)

This Task addresses the due diligence procedures and methodology presented in American Society for Testing and Materials (ASTM) E 1527-21. The purpose of the Phase I ESA is to provide the following:

1. An identification of Recognized Environmental Conditions (RECs) as defined in ASTM E 1527-21, 1.1.1
2. An opinion of the impacts on the property resulting from conditions identified during the investigation, by a qualified Environmental Professional (EP) (ASTM E 1527-21, 12.6)
3. An opinion, by a qualified EP, on the need for additional investigations (ASTM E 1527-21, 12.6.1)
4. A statement consistent with ASTM E 1527-21, 12.14.2, on the qualifications of the EP and the suitability of the Phase I ESA to meet the requirements of the All Appropriate Inquiry Rule, 40 CFR 312.

The Phase I ESA consists of the subtasks set forth below. The following subtasks only refer to that information that is defined as reasonably ascertainable (ASTM E 1527-21, 8.1.4).

Task 3.1.1: Records Review

This task shall be conducted by Consultant consistent with ASTM E 1527-21, 8.0 and shall include at a minimum:

1. Records Search – An environmental database search shall be prepared encompassing the minimum search distances listed in ASTM E1527-21, 8.2.2.

This report shall be reviewed for known and suspect contaminated sites. Where available, local environmental agency, and other local governmental authority files may be reviewed, if the EP determines the files to be reasonably ascertainable and relevant to the successful completion of the Phase I ESA.

2. IC/EC Registries – Consultant shall review readily available databases on institutional and engineering (IC/EC) controls and Activity Use Limitations (AULs).
3. Title Search and Environmental Liens – Consultant shall have a title and environmental lien search performed for the Subject Property.
4. Aerial Photograph Review – Consultant shall retrieve and examine readily available historical aerial photographs of the site and the surrounding vicinity. Aerial photographs will be researched to the earliest date that is reasonably obtainable.
5. Review of Local City Directories and Historical Maps – Consultant shall obtain and review readily available historical city directories, fire insurance maps, and historical topographic maps.
6. Other Historical Sources – Should Consultant determine that other non-traditional sources may provide information relevant to the completion of the Phase I ESA; these sources will be reviewed and documented.

Task 3.1.2: Site Reconnaissance

Consultant shall conduct a site reconnaissance consistent with ASTM E 1527-21, 9.0. The Site Reconnaissance will be non-invasive. Consultant shall not collect and/or analyze any samples.

Assumptions:

- Consultant shall be allowed appropriate access to all areas of the site and that the site reconnaissance shall be conducted as a single event.

Should, an additional site reconnaissance be required due to access limitations, the additional site reconnaissance shall be considered additional services.

Task 3.1.3: Interviews

Consistent with ASTM E 1527-21, 10.5.2.3 and 10.5.4, Consultant shall make a reasonable attempt to conduct the following interviews:

1. Consultant shall attempt to interview current and past owners, operators and occupants of the property that have or are likely to have material information

regarding uses, physical characteristics, and the potential for RECs at the subject property consistent with ASTM E 1527-21 sections 10.5.1, 10.5.2, 10.5.2.1, 10.5.2.2, and 10.5.4.

2. In the case of abandoned properties as defined in ASTM E 1527-21, 3.2.1, where there is evidence of uncontrolled access or unauthorized uses, Consultant shall attempt to interview current neighboring or nearby property owners (ASTM E 1527-21, 10.5.5).
3. Consultant shall attempt to interview one or more of the following state or local agencies as defined in ASTM 1527-21, 11:
 - a) Local fire department
 - b) Local health agency
 - c) Local environmental regulatory agency

Up to eight (8) interviews are included in this subtask.

Task 3.1.4: Report Preparation

Upon completion of the subtasks, Consultant shall prepare a Summary Report of the results of the Phase I ESA as outlined in Appendix X5 of ASTM E 1527-21. Consultant shall provide the report to the County in electronic (PDF) version.

Task 3.1.4 Deliverables:

- Up to eight (8) interviews as outlined in Task 3.1.3
- One (1) Summary Report of the Phase 1 ESA in PDF format submitted electronically

County-Provided Information

The following information shall be provided by the County, the accuracy of which Consultant shall be entitled to rely upon. This information is required for the County to meet the requirements of the Landowner Liability Protections (LLPs) (ASTM E 1527-21, 1.1 and 3.2.47) and for Consultant to conduct the Phase I ESA consistent with ASTM E 1527-21. This information is required prior to the site reconnaissance.

1. A completed ASTM User Questionnaire (Attached)
2. Copy of the title documentation and/or judicial records pertaining to environmental liens and AULs, along with a summary of actual knowledge of the County of AULs or environmental liens

3. If applicable, reason for significant reduction in purchase price of the subject property
4. Any specialized knowledge and/or experience relating to RECs in connection with the subject and adjacent properties
5. All environmental reports available for the property
6. Commonly known or reasonably ascertainable information that the County is aware of relevant to RECs associated with the property

Other information that is required by Consultant for completion of the Phase I but not for application to the LLPs is as follows:

1. Site address and location
2. Property owner and operator contact names and telephone numbers
3. Site plans showing property boundaries and improvements
4. List of tenants
5. Access to all areas of the site

Additional Services

Any services not specifically provided for in the above Task will be billed as additional services and performed at Consultant's hourly rates listed in Exhibit B. Additional services Consultant can provide include, at a minimum:

- Soil and ground water sampling and analysis
- Water well design and consumptive use permitting
- Wetlands survey and natural resource assessment
- Meetings with County, regulatory/permitting agencies, and/or any other associated parties
- Site civil design and permitting

Task 4: General Plan Amendment

Task 4.1 – General Plan Amendment – Transportation Element

Consultant shall assist County staff in the preparation of an amendment to the Transportation and Circulation Element of the County's General Plan. Consultant shall work with County staff from the Transportation and Planning Departments to process a General Plan amendment. Consultant shall prepare the County's Zone Change and General Plan Amendment application required to initiate a General Plan Amendment. This task includes the preparation of the application checklists and the preparation of creating graphics to show the proposed roadway alignment within the County's existing roadway network, as well as the proposed and detailing cross-sections, including of the proposed roadway detailing any medians, bicycle, and landscaping facilities. Additionally, Consultant shall prepare the text revisions to reflect all changes. Consultant shall prepare the graphics that will be used to be inserted into the Transportation Element.

Assumption: This Task does not include payment of any agency fees.

Task 4.1 Deliverables:

- Draft General Plan Amendment documents in PDF and Word format.
- Final General Plan Amendment documents in PDF and Word format.

Task 5: Project Administration, Data Collection, and Meetings

Task 5.1 – Project Administration (Tasks 5 & 6)

This Task includes project initiation, general project administration, including monthly progress reports, quality control, and project accounting, including monthly Project invoices. This Task is anticipated to be completed over a twelve (12) month period.

Task 5.2 – Data Collection

Consultant shall be entitled to rely on the completeness and accuracy of all information provided by the County. The County shall provide all information requested by Consultant during the Project.

Task 5.3 – Meetings (Tasks 5 & 6)

Consultant shall participate in up to three (3) total in-person Project meetings. Consultant shall participate in virtual meetings at a level strictly commensurate with the authorized budget for this task.

Task 5 Deliverables:

- Up to twelve (12) monthly Project invoices and progress reports

- Up to three (3) in-person Project meetings
- Virtual meetings as needed

Task 6: Preparation of an Addendum to the El Dorado County General Plan Final Environmental Impact Report (EIR)

Consultant shall prepare an Addendum to the certified Final Environmental Impact Report (EIR) for the El Dorado County General Plan (SCH #: 2001082030).

Task 6.1 – Conduct Technical Studies in Support of Addendum Preparation

Consultant shall review the certified EIR and prepare Project-specific technical information to support the CEQA addendum process. The topics to be addressed are as follows:

- Aesthetics (including potential visual impacts and changes as seen from public viewpoints)
- Agricultural Resources (particularly for potential conversion of existing agricultural lands)
- Air Quality (including updated emissions modeling based on land use and circulation)
- Biological Resources (based on a biological resources report, prepared by Consultant's subconsultant Environmental Science Associates (ESA), evaluating the preferred alignment Project area.)
- Cultural/Tribal Cultural Resources (based on a cultural resources report, prepared by Consultant's subconsultant Pacific Legacy, evaluating the preferred alignment Project area)
- Geology and Soils (including seismic and geologic risks)
- Greenhouse Gas Emissions (based on modeling related to transportation and VMT)
- Hazards and Hazardous Materials (based on a Phase I ESA prepared for the Project by Consultant)
- Hydrology and Water Quality (including groundwater supply and recharge and current floodplain data, based on available data)
- Land Use, Planning, Population, and Housing (including the potential for displacement and/or beneficial impacts from providing additional housing)

- Noise (based on modeling dated evaluating predicted changes in mobile and stationary sources relative to sensitive receptors)
- Public Services and Recreation (including any impacts to and demand for public safety, schools, and parks)
- Transportation (including a VMT analysis for CEQA purposes, and analysis of network operations)
- Utilities and Service Systems (evaluating water supply, system capacities, and the potential construction effects if any expanded facilities are needed)
- Cumulative Effects (based on buildout of the preferred alignment)
- Mandatory CEQA Evaluations

Task 6.2 – Prepare EIR Addendum

Consultant proposes that the Addendum consist of the following: (1) Purpose of the Addendum; (2) Project Background; (3) Project Description, which would provide a project setting discussion; (4) Environmental Analysis; and (5) Conclusions. Consultant shall prepare an addendum that is responsive to these requirements. For each relevant environmental resource, a summary of the findings from the certified Final EIR will be provided and Consultant shall provide a discussion of how the modifications to the original Project would not result in substantially greater impacts. Should the analysis identify potential new impacts or more significant impacts, additional analysis may be required under a separate scope of work.

This scope of services assumes one round of revisions based on a single set of consolidated, non-conflicting comments from the County. Upon completion of the revisions, the Addendum will be provided to the County Transportation and Planning Departments for their attachment to the Final EIR and consideration by the County.

Task 6 Deliverables:

- Draft EIR Addendum in PDF and Word formats.
- Final EIR Addendum in PDF format.

Kimley-Horn and Associates, Inc.

Exhibit B

Rate Schedule

Item	Maximum Hourly Rate		
	Year 1	Year 2	Year 3
Labor			
Project Manager	\$321.21	\$337.27	\$354.13
Senior Professional II / QC/QA	\$411.43	\$432.00	\$453.60
Senior Professional I / Principal in Charge	\$324.81	\$341.05	\$358.10
Senior Professional I	\$293.24	\$307.91	\$323.30
Professional I	\$244.30	\$256.52	\$269.34
Analyst	\$184.07	\$193.27	\$202.93
Project Support	\$103.59	\$108.77	\$114.21
Senior Project Support	\$167.84	\$176.23	\$185.05

Mileage Reimbursement

Reimbursement for mileage expenses for Consultant, if applicable, shall be compensated in accordance with all of the provisions of ARTICLE III, Compensation for Services, of the Agreement.

Direct Expenses

Consultant shall bill for the following expenses that may be incurred in association with the services provided pursuant to the scope of work:

- Flash Drive(s) and Miscellaneous Reproduction
- Maps, Supplies, and Photos
- Other Miscellaneous Costs

Direct expenses shall be invoiced at Consultant's cost, without markup, for the services rendered. Any invoices that include direct expenses shall be accompanied by documentation to substantiate Consultant's costs for the services being billed on those invoices.

Kimley-Horn and Associates, Inc.

Exhibit C

Cost Proposal

	Description		Cost
Notice to Proceed #1			
Task 1	Project Administration, Data Collection, and Meetings Traffic	\$	39,150.61
Task 2	Analysis	\$	122,898.40
Task 3	Environmental Assessment	\$	18,095.38
Task 4	General Plan Amendment	\$	31,562.13
	Consultant - Other Direct Costs	\$	2,000.00
	Consultant Subtotal:	\$	213,706.52
Notice to Proceed #2			
Task 5	Project Administration, Data Collection, and Meetings	\$	37,240.79
Task 6	Preparation of an Addendum to EDC General Plan EIR	\$	156,107.97
	Consultant Subtotal	\$	193,348.76
	Consultant TOTAL	\$	407,055.28
Subconsultants:			
Environmental Science Associates (ESA)			
Task 6	Preparation of an Addendum to EDC General Plan EIR	\$	24,677.00
	Other Direct Costs	\$	323.00
	ESA Subtotal:	\$	25,000.00
Pacific Legacy			
Task 6	Preparation of an Addendum to EDC General Plan EIR Other	\$	18,350.00
	Direct Costs	\$	1,650.00
	Pacific Legacy Subtotal:	\$	20,000.00

SUBCONSULTANT TOTAL: \$ **45,000.00**

TOTAL COST ESTIMATE: \$ **452,055.28**

All expenses and their distribution among Tasks and Items of Work are estimates only. This Exhibit represents the composition of the total not-to-exceed budget for this Agreement. In the performance of the Scope of Work to be provided in accordance with this cost estimate, Consultant may request to reallocate the expenses listed herein among the various Scope of Work tasks within each Notice to Proceed and Other Direct Costs identified herein, including reallocating such expenses between subconsultants identified herein, subject to County's Contract Administrator's prior written approval. In no event shall the total not-to-exceed amount of the Agreement be exceeded.

Kimley-Horn and Associates, Inc.

Exhibit D

California Levine Act Statement

California Levine Act Statement

California Government Code section 84308, commonly referred to as the "Levine Act," prohibits any officer of El Dorado County from participating in any action related to a contract if he or she accepts, solicits, or directs any political contributions totaling more than two hundred and fifty dollars (\$250) within the previous twelve (12) months, and for twelve (12) months following the date a final decision concerning the contract has been made, from the person or company awarded the contract. The Levine Act also requires disclosure of such contribution by a party to be awarded a specific contract. An officer of El Dorado County includes the Board of Supervisors, any elected official, and the chief administrative officer (collectively "Officer"). It is the Consultant's responsibility to confirm the appropriate "Officer" and name the individual(s) in their disclosure.

Have you or your company, or any agent on behalf of you or your company, made any political contribution(s), or been solicited to make a contribution by an Officer or had an Officer direct you to make a contribution of more than \$250 to an Officer of the County of El Dorado in the twelve months preceding the date of the submission of your proposals or the anticipated date of any Officer action related to this contract?

 YES NO

If yes, please identify the person(s) by name:

Do you or your company, or any agency on behalf of you or your company, anticipate or plan to make any political contribution(s) of more than \$250 to an Officer of the County of El Dorado in the twelve months following any Officer action related to this contract?

 YES NO

If yes, please identify the person(s) by name:

Answering YES to either of the two questions above does not preclude the County of El Dorado from awarding a contract to your firm or any taking any subsequent action related to the contract. It does, however, preclude the identified Officer(s) from participating in any actions related to this contract.

11/04/2024

Date

Kimley-Horn and Associates, Inc.

Type or write name of company

Matthew D. Weir, P.E.
Matthew D. Weir, P.E. (Nov 4, 2024 16:56 PST)

Signature of authorized individual

Matthew D. Weir

Type or write name of authorized individual