

ORIGINAL

AGREEMENT FOR SERVICES #066-S0811 AMENDMENT I

This Amendment I to that Agreement for Services #066-S0811, 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 Cunningham Engineering Corporation, a California Corporation, duly qualified to conduct business in the State of California, whose principal place of business is 2120 20th Street, Suite Three, Sacramento, CA 95818, (hereinafter referred to as "Consultant");

WITNESSETH

WHEREAS, Contractor has been engaged by County to provide prepare Phase I and II construction documents for a Class I Bike Trail to be built within the Sacramento-Placerville Transportation Corridor (SPTC) between Forni Road and Missouri Flat Road for the General Services Department, in accordance with Agreement for Services #066-S0811, dated July 10, 2007, incorporated herein and made by reference a part hereof; and

WHEREAS, the parties hereto have mutually agreed to increase the scope and compensation of said Agreement, hereby amending **ARTICLE I – Scope of Services** and **ARTICLE III – Compensation for Services**.

NOW THEREFORE, the parties do hereby agree that Agreement for Services #066-S0811 shall be amended a first time as follows:

ARTICLE I

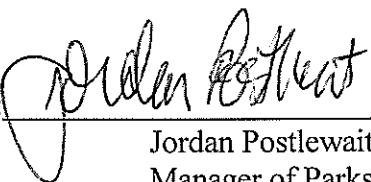
Scope of Services: Consultant agrees to furnish equipment and personnel necessary to prepare Phase I and II construction documents for a Class I Bike Trail to be built within the Sacramento-Placerville Transportation Corridor (SPTC) between Forni Road and Missouri Flat Road for the General Services Department. The scope of services shall be in accordance with Exhibit "A" marked "SPTC Forni Rd To Missouri Flat Rd Class 1 Bike Path Design Phase 1 Scope Of Services – Preliminary Design/Evaluation Cunningham Engineering Corporation" and Exhibit "C", marked "SPTC Forni Rd To Missouri Flat Rd Class 1 Bike Path Design Phase 2 Scope Of Services – Construction Documents Cunningham Engineering Corporation", incorporated herein and by reference made part hereof.

ARTICLE III

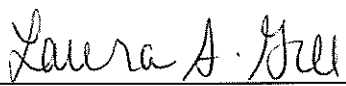
Compensation for Services: For services provided herein, County agrees to pay Consultant monthly in arrears and within thirty (30) days following the County's receipt and approval of itemized invoice(s) identifying services rendered. For the purposes of this Agreement, the billing rate shall be in accordance with Exhibit "B" marked "SPTC Forni Road to Missouri Flat Road Segment - Engineering Cost Proposal, Phase 1 - Preliminary Design & 30% Ps&E", incorporated herein and by reference made part hereof and Exhibit "D", marked "SPTC Forni Road to Missouri Flat Road Segment - Engineering Cost Proposal, Phase 2: 65% PS&E through Bid Assistance". The total amount of this Agreement, as amended, shall not exceed \$322,000.00.

Except as herein amended, all other parts and sections of that Agreement #066-S0811 shall remain unchanged and in full force and effect.

REQUESTING CONTRACT ADMINISTRATOR CONCURRENCE:

By:  Dated: 1/29/08
Jordan Postlewait
Manager of Parks and Grounds
General Services Department

REQUESTING DEPARTMENT HEAD CONCURRENCE:

By:  Dated: 1/29/08
Laura S. Gill
Acting Director
General Services Department

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IN WITNESS WHEREOF, the parties hereto have executed this First Amendment to that Agreement for Services #066-S0811 on the dates indicated below, the latest of which shall be deemed to be the effective date of this Amendment.

-- COUNTY OF EL DORADO --

Dated: _____

By: _____

Chairman
Board of Supervisors
"County"

ATTEST:
Cindy Keck, Clerk
of the Board of Supervisors

By: _____ Date: _____

Deputy Clerk

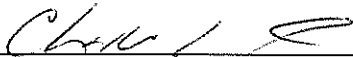
-- CONSULTANT --

Dated: 2/5/08

CUNNINGHAM ENGINEERING CORPORATION
A CALIFORNIA CORPORATION

By: 

Charles Cunningham
President
"Consultant"

By: 

Corporate Secretary

Dated: 2/5/08

EXHIBIT "C"
SPTC FORNI RD TO MISSOURI FLAT RD CLASS 1 BIKE PATH DESIGN
PHASE 2 SCOPE OF SERVICES – CONSTRUCTION DOCUMENTS
CUNNINGHAM ENGINEERING CORPORATION

SCOPE OF SERVICES

The Cunningham Engineering Corporation (CEC) team proposes to perform the tasks listed below related to the Class 1 Bike Path Design and Engineering for the SPTC Forni Road to Missouri Flat Road corridor. This proposed scope of services is based on the referenced RFP prepared by the County and our site visit in May 2007, our Project Understanding in our Proposal dated May 31, 2007, and our Phase 1 Scope of Services dated June 6, 2007. Our Client is the County of El Dorado (County).

The primary purpose of the Scope of Services is to complete 65%, 95% and Final Plans, Specifications, and Estimates (PS&E) and related documents with sufficient detail to entitle the project, aid in environmental review exhibits and processing, aid in budgeting and funding, and bidding and construction. The scope of services has been tailored to meet the needs of the County and the community.

Tasks To Be Performed By County

In order for CEC to effectively perform necessary services for this project, there are a number of coordination and performance issues that need to be overseen by the County. It is assumed the County will provide, or direct others to provide, the following information and services, and CEC shall be able to rely on such information during the course of its work under this Scope of Services:

- 1) Access to any available site surveys, in electronic format (AutoCad 2000 or later).
- 2) Project programming information of County, funding agencies and community groups.
- 3) Current title report for the corridor with exception documents.
- 4) Existing right-of-way information for the corridor, Forni Road and Missouri Flat Road.
- 5) Improvement plans for Forni Road and Missouri Flat Road.
- 6) Routing designs and/or progress improvement plans in electronic format (AutoCad 2000 or later) for the proposed Missouri Flat Connector that affect the corridor.
- 7) Copy of any drainage studies conducted for any of the existing drainage sheds/culverts along the alignment, if available.
- 8) Existing utility pothole/elevation information if available.
- 9) Project specific environmental documents.
- 10) Electronic formats for Contract Documents in County standard format.
- 11) Contact information for known Caltrans personnel for funding administration, DOT Missouri Flat Connector project manager and other key personnel that will need to be contacted for project coordination.
- 12) If required, negotiations and/or enforcement with adjacent property owners for issues that effect the project, such as illegal drainage.

Tasks To Be Performed By CEC Project Team

Please note that Tasks A & B were included in the Phase 1 Scope of Services. To avoid confusion, this Phase 2 Scope of Services begins with Task C.

C. CONSTRUCTION DOCUMENTS – 65% and 95% PS&E

1. **Project Management**: CEC will continue to provide project management services similar to those provided during Phase 1. This will include but not be limited to coordination with the design team, the County and applicable agencies, aid in permitting, meeting attendance, and project documentation. In addition to active management the following services would be provided for project management:
 - a. **Monthly Progress Reports**: Reports will be submitted on a monthly basis to document the design progress, schedule, and decisions made addressing the design and schedule, a list of deliverables for said month, and encountered or anticipated problems that may affect the schedule, budgets and/or work products. A summary of any recommendations to address pending issues will be included.
 - b. **Critical Path Method Schedule**: Prepare updates to the critical path schedule initiated during Phase 1. The schedule will be updated on a monthly basis and will include individual task start/completion dates, responsibilities, and dependencies. Planned and actual dates will be included. Format will be Microsoft Project and will be provided to the County electronically and via color hard copy.
 - c. **Adjacent Project Coordination**: The CEC project manager will continue to coordinate with the project manager for the Missouri Flat Connector project to coordinate design efforts with the pathway. If identified by the County during Phase 1 CEC will continue to coordinate with other adjacent proposed projects in the planning stages.
 - d. **Permit Coordination**: Coordinate permits on an as needed basis, such as encroachment permitting for work within the County rights-of-way and entry permits for investigations within wetlands areas. We have assumed that if specific 404 permits are required from the Army Corps of Engineers that ESP will obtain them for the project.
 - e. **Meeting Attendance and Documentation**: Attend monthly meetings with County Staff, environmental consultant, Caltrans representative and the design team throughout the 65%, 95% and Final PS&E phases to update project progress, facilitate key decisions, and track action items. Prepare agendas and minutes for the meetings. For the purpose of this proposal a

total of 4 meetings have been assumed (although not necessarily over a period of 4 months).

2. Exhibit Preparation & Environmental Assistance: Visit the site with the Client and environmental consultant and prepare project exhibits, perform calculations and provide engineering project descriptions in support of environmental documentation. Exhibits would include but not be limited to area of potential effect, ADA safety railing renderings, wetlands avoidance alternatives, staging areas, project access areas, potential tree removals, conceptual signage locations, bike locker locations, culverts to be replaced or remain, and areas of potential fill. Prepare calculations including but not limited to preliminary earthwork volumes, length and area of project, area of proposed for staging and construction time estimates. Review and comment on project description for environmental documents.
3. Construction Plans: Prepare construction plans in conformance with Caltrans Design Manuals and applicable funding agency standards. Project plans shall include but not be limited to a cover sheet with vicinity map; index sheet; civil plans including typical sections, survey and control diagram, plan and profile sheets at a scale of 1" = 50', drainage details, miscellaneous construction details, erosion control plan (1" = 40' or 1" = 50'), signing and striping plan and details; decking over existing box culvert (approximate Station and details, and bridge deck and railing plans and details. Provide written response to comments and a design memo with each submittal. If a County comment can not be incorporated a written response addressing why the comment was not feasible to address will be provided.
4. Contract Documents: Prepare Contract Documents, including Notice to Bidders, Contracts, Bonds and Proposal, and Specifications. Contract Documents will be prepared in the County standard format based on language and format electronically provided by the County.
5. Construction Cost Opinion: Prepare a detailed construction cost opinion for the project improvements using the bid items included in the Proposal Section of the Contract Documents.
6. Submit Notice of Intent (NOI) to the Regional Water Quality Control Board to obtain an NOI number. Scope excludes fee for the NOI.

Deliverables for each submittal:

- Three sets each of 22" x 34" plans and 11" x 17" (bond copies) for County review and comments
- Electronic AutoCAD/Land Development 2005 format submittal of the plans for County review and comments

- Three sets of 8.5" x 11" Special Provisions, including electronic computer copy in Microsoft Word format, for County review and comments
- Two copies of the engineer's estimate for construction
- Two copies of Design notes and calculations

D. FINAL CONSTRUCTION DOCUMENTS

1. Provide an original set of stamped and signed plans, copies of the bidding documents and an engineering opinion of probable cost to the County for its use in soliciting construction bids.

Deliverables:

- One set of wet signed and stamped final plans on Mylar including all necessary details and cross sections
- One set of plotted, signed and stamped 11"x17" half-size plans
- Electronic AutoCAD/Land Development 2005 format submittal of the final plans and cross sections for County records
- One set of wet signed and stamped Special Provisions, including electronic computer copy in Microsoft Word format
- One copy of Engineer's Estimate, including electronic computer copy in Microsoft Excel format
- Two wet signed and stamped Bridge Modification Calculations for County records
- Two sets of quantity calculations
- One set of construction staking notes and data tied to County control
- Copies of agency approvals and permits (provided by others). Agencies typically involved in the approval process may include, but are not limited to, the following:
 - El Dorado County Department of Transportation
 - State of California Department of Transportation (Caltrans)
 - Federal Highway Administration (FHWA)
 - Regional Water Quality Control Board (Construction Grading Permit – NPDES)
 - California Department of Fish and Game (DFG)
 - Army Corps of Engineers

E. BID ASSISTANCE

1. Attend pre-bid meeting.
2. Provide engineering consultation during the bidding phase of the project, including required clarification of plans and/or specifications and preparation of addenda (if required).

F. CONSTRUCTION PHASE SERVICES

Construction phase services of the design engineer team will be negotiated at a later date.

G. EXCLUSIONS

Our scope specifically excludes the following. Please note that we can provide, or help coordinate, some of the services listed below, as an additional work task.

1. Agency and permit fees (to be paid by County).
2. Revisions of completed or partially completed designs that incur cost to Consultant and which are the result of action by the County or otherwise necessitated by factors beyond the Consultant's control. If required, this additional work shall be paid for in accordance with the Consultant's then current Schedule of Fees.
3. Soundwall wall design or layout.
4. Attendance at public meetings.
5. Services related to existing underground storage tanks and/or sites of potential contamination. Services related to unsuitable soils.
6. Wetlands permits.
7. Preparation of easement, right-of-way or land dedication documents.
8. Area-wide drainage studies.
9. Preparation of Stormwater Pollution Prevention Plans
10. Traffic control plans unless required to perform the design work.
11. Negotiations or meetings with adjoining property owners.
12. Landscape or lighting design.
13. Design of post-construction stormwater interceptors, vegetative swales, sand filters, except as specifically called out in the tasks above.
14. Participation in value-engineering processes or revisions to our plans to incorporate changes emanating from value engineering.
15. Payment of prevailing labor rates for field or office work, except for the surveying subconsultant.

Prepared by S. Greenfield
Last Updated December 5, 2007

Exhibit "D"

Project: SPTC Forni Road to Missouri Flat Road Segment - Engineering Design Cost Proposal - Phase 2: 65% PS&E through Bid Assistance
Cunningham Engineering Design Team
Last Revised: December 11, 2007 By: S. Greenfield



CUNNINGHAM ENGINEERING CORPORATION

PHASE 2 - CONSTRUCTION DOCUMENTS THROUGH BID PHASE

	CUNNINGHAM ENGINEERING CORPORATION													DS (when drafting)		
	CWC	DF SG	RT ML	KR	JC	BF	CK	NC ATC	JB	SM LE	CT	CG MC	NT			
	Princ	PM II	Sr Eng	PE III	PE II	PE I	Staff II	Staff I	CAD IV	CAD III	CAD II	CAD I	PC II	PC I		
Hourly Rates:	\$206	\$182	\$171	\$142	\$130	\$122	\$111	\$97	\$114	\$111	\$94	\$69	\$94	\$77		
Task C Design & Engineering - 65% & 95% PS&E																
1 General Project Management	2		8											4		
1.a Monthly Progress Reports (3)			2											3		
1.b CPM Schedule Monthly Updates (3)			1											2		
1.c Coordination with Adjacent Projects			1						2							
1.d Permit Coordination			1											8		
1.e Progress Meetings (3 mtgs @ 6 hrs/mtg incl prep & minutes)			18					18						18		
2 Exhibit Preparation & Environmental Assistance			20		52			20	14	1	6			1		
3 Civil & Structural Improvement Plans																
3.a Title Sheet								1		1						
3.b Index Sheet								1		4						
3.c Survey Control Sheet										1						
3.d Plan/Profile (12 sheets @ 1"=50')	1		6					24		56			16			
3.e Typical Sections (2 sheets)								2		4			4			
3.f Drainage Details (3 sheets)	1		2	2				8		24			12			
3.g General Construction Details (2 sheets)			2					12		16			8			
3.h Culvert Deck & Railing Plans & Details			2					4								
3.i Bridge Deck & Railing Plans & Details			2					4								
3.j Signing & Striping Details (3 sheets)			2					8		20			12			
3.k Erosion Control Plans (8 sheets @ 1"=40')			1					2		4			24			
3.l 65% Design Memo/Response to Comments			1					4								
3.m 65% Submittal								2		4				4		
3.n 95% Design Memo/Response to Comments			1					4								
3.o 95% Submittal								1		4				4		
4 Contract Documents - 65% & 95%																
4.a Notice to Bidders, Contracts			1					1						4		
4.b Bonds & Proposal			1					2					4	8		
4.c Specifications			2					8						24		
5 Construction Cost Opinion			2					4					12			
6 Submit NOI								1		1				4		
ESTIMATED HOURS	4	76	2	52	0	0	146	14	142	6	0	92	84			
LABOR BUDGET	\$824	\$13,832	\$342	\$7,384	\$0	\$0	\$16,206	\$1,358	\$16,188	\$666	\$0	\$6,348	\$7,896			
REIMBURSABLES														mileage, plots,		
TIME AND EXPENSES BUDGET SUBTOTAL																
SUBCONSULTANT MARKUP 15%																
SUBTOTAL TASK C																
TOTAL TASK C (all disciplines) =	\$138,205															
Task D FINAL PS&E																
1 Civil Improvement Plans																
1.a Final Sheet Revisions & Signature			2					2		8						
1.b Final Design Memo/Response to Comments			1					2								
1.c Final Submittal								1						4		
2 Contract Documents - Final Revisions																
2.a Notice to Bidders, Contracts								1						2		
2.b Bonds & Proposal			1					1						2		
2.c Specifications			1					2						4		
3 Final Construction Cost Opinion			1					2								
4 Progress Meetings (2 mtgs @ 4 hrs/mtg incl prep & minutes)			8					8						8		
5 Funding & Environmental Assistance			2											2		
ESTIMATED HOURS	0	16	0		0	0	19	0	8	0	0	0	0	22		
LABOR BUDGET	\$0	\$2,912	\$0		\$0	\$0	\$2,109	\$0	\$912	\$0	\$0	\$0	\$0	\$2,068		
REIMBURSABLES														mileage, plots,		
TIME AND EXPENSES BUDGET SUBTOTAL																
SUBCONSULTANT MARKUP 15%																
SUBTOTAL TASK D																
TOTAL TASK D (all disciplines) =	\$12,952															

Project: SPTC Forni Road to Missouri Flat Road Segment - Engineering Design Cost Proposal - Phase 2: 65% PS&E through Bid Assistance
 Cunningham Engineering Design Team
 Last Revised: December 11, 2007 By: S. Greenfield



CUNNINGHAM ENGINEERING CORPORATION

PHASE 2 - CONSTRUCTION DOCUMENTS THROUGH BID PHASE

	CWC	DF SG	RT ML	KR	JC	BF	CK	NC ATC	JB	SM LE	DS (when drafting)	CT	CG MC	NT
Task E Bid Assistance	\$206	\$182	\$171	\$142	\$130	\$122	\$111	\$97	\$114	\$111	\$94	\$69	\$94	\$77
1 Bid Assistance														
1.a Attend Pre-Bid Meeting			4											
1.b Engineering Consultation during Bid & Addenda Prep			4				12		12					
ESTIMATED HOURS	0	8	0		0	0	16	0	12	0	0	0	0	
LABOR BUDGET	\$0	\$1,456	\$0		\$0	\$0	\$1,776	\$0	\$1,368	\$0	\$0	\$0	\$0	
REIMBURSABLES														
TIME AND EXPENSES BUDGET SUBTOTAL														
SUBCONSULTANT MARKUP 15%														
SUBTOTAL TASK E														
TOTAL TASK E (all disciplines) =	\$5,634													
Total Labor (Tasks C through E)	\$824	\$18,200	\$342	\$7,384	\$0	\$0	\$20,091	\$1,358	\$18,468	\$666	\$0	\$6,348	\$9,964	
Total Reimbursibles (Tasks C-E)														
Total Subconsultant Markup @15% (Tasks C-E)														
Total Cost Proposal by Discipline (Tasks C-E)														
TOTAL TASKS C-E (all disciplines) =														
Grand Total =														

MN RB DS LW							QUINCY ENGINEERING INCORPORATED									
2	EDT	CS	LG	OG	DW	CEC	SMAG	TO	LM	DM	RC	PW	QEI			
Mgr	Clerical	LSA	LS D II	LS Des	Lnd Pln	Totals by	Princ	Proj Mgr	Assoc	Assoc	Asst Engr	Bridge	CADD	QA/QC	Totals by	
7	\$66	\$125	\$94	\$83	\$88	Task	\$208	\$161	\$135	\$121	\$104	\$155	\$89	\$175	Task	
						\$1,172									\$0	
	1					\$3,494		4							\$0	
															\$692	
0	1	0	0			\$4,666	0	4	0	0	0	0	0	0	\$692	
\$0	\$66	\$0	\$0			\$173	\$0	\$692	\$0	\$0	\$0	\$0	\$0	\$0	\$0	
lc.	\$150	115%				\$4,839								115%	\$0	
						\$0									\$692	
						\$4,839								15%	\$104	
															\$796	
'4	\$1,518	\$0	\$0			\$87,615	\$900	\$10,726	\$16,758	\$0	\$8,360	\$0	\$17,290	\$1,520	\$55,554	
						\$4,888									\$350	
						\$0									\$8,386	
						\$92,503									\$64,290	

ORIGINAL

COPY

AGREEMENT FOR SERVICES #066-S0811

THIS AGREEMENT made and entered by and between the County of El Dorado, a political subdivision of the State of California (hereinafter referred to as "County") and Cunningham Engineering Corporation, a California Corporation, duly qualified to conduct business in the State of California, whose principal place of business is 2120 20th Street, Suite Three, Sacramento, CA 95818, (hereinafter referred to as "Consultant");

WITNESSETH

WHEREAS, County has determined that it is necessary to obtain a Consultant to prepare Phase I construction documents for a Class I Bike Trail to be built within the Sacramento-Placerville Transportation Corridor (SPTC) between Forni Road and Missouri Flat Road for the General Services Department; and

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; and

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

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

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

ARTICLE I

Scope of Services: Consultant agrees to furnish equipment and personnel necessary to prepare Phase I construction documents for a Class I Bike Trail to be built within the Sacramento-Placerville Transportation Corridor (SPTC) between Forni Road and Missouri Flat Road for the General Services Department. The scope of services shall be in accordance with Exhibit "A" marked "SPTC Forni Rd To Missouri Flat Rd Class 1 Bike Path Design Phase 1 Scope Of Services – Preliminary Design/Evaluation Cunningham Engineering Corporation" incorporated herein and by reference made part hereof.

ARTICLE II

Term: This Agreement shall become effective upon final execution by both parties hereto and shall expire one (1) year thereafter.

ARTICLE III

Compensation for Services: For services provided herein, County agrees to pay Consultant monthly in arrears and within thirty (30) days following the County's receipt and approval of itemized invoice(s) identifying services rendered. For the purposes of this Agreement, the billing rate shall be in accordance with Exhibit "B" marked "SPTC Forni Road to Missouri Flat Road Segment - Engineering Cost Proposal, Phase 1 - Preliminary Design & 30% Ps&E" incorporated herein and by reference made part hereof. The total amount of this Agreement shall not exceed \$165,000.00.

ARTICLE IV

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 V

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 term hereof.

ARTICLE VI

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

ARTICLE VII

Independent Consultant/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 terms of this Agreement. Consultant exclusively assumes responsibility for acts of its employees, associates, and subcontractors, if any are authorized herein, as they relate to services to be provided under this Agreement during the course and scope of their employment.

Consultant shall be responsible for performing the work under this Agreement in a safe, professional, skillful and workmanlike manner and shall be liable for its own negligence and negligent acts of its employees. County shall have no right of control over the manner in which work is to be done and shall, therefore, not be charged with responsibility of preventing risk to Consultant or its employees.

ARTICLE VIII

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

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

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

ARTICLE IX

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 on which the extension of time to cure expires.

Notice given under this section shall specify the alleged default and the applicable Agreement provision and shall demand that the party in default perform the provisions of this Agreement within the applicable period of time. No such notice shall be deemed a termination of this Agreement unless the party giving notice so elects in this notice, or the party giving notice so elects in a subsequent written notice after the time to cure has expired. In the event of termination for default, County reserves the right to take over and complete the work by contract or by any other means.

- B. **Bankruptcy:** This Agreement, at the option of the 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 in whole or in part upon seven (7) calendar days written notice by County without cause. If such prior termination is effected, County will pay for satisfactory services rendered prior to the effective dates as set forth in the Notice of Termination provided to Consultant, and for such other services, which County may agree to in writing as necessary for contract resolution. In no event, however, shall County be obligated to pay more than the total amount of the contract. 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.

ARTICLE X

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 addressed as follows:

COUNTY OF EL DORADO
GENERAL SERVICES DEPARTMENT
360 FAIR LANE
PLACERVILLE, CA 95667
ATTN: JORDAN POSTLEWAIT, MANAGER OF PARKS AND GROUNDS

or to such other location as the County directs.

Notices to Consultant shall be addressed as follows:

CUNNINGHAM ENGINEERING CORPORATION
2120 20TH STREET, SUITE THREE
SACRAMENTO, CA 95818
ATTN: CHARLES CUNNINGHAM, PRESIDENT

or to such other location as the Consultant directs.

ARTICLE XI

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, excluding, however, such liability, claims, losses, damages or expenses arising from the sole negligence or willful misconduct of County, its officers, agents, employees or representatives. This duty of Consultant includes the duty of defense, inclusive of that set forth in California Civil Code Section 2778. Each party shall notify the other party immediately in writing of any claim or damage related to activities performed under this Agreement. The parties shall cooperate with each other in the investigation and disposition of any claim arising out of the activities under this Agreement.

ARTICLE XII

Insurance: Consultant shall provide proof of a policy of insurance satisfactory to the El Dorado County Risk Manager 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 \$1,000,000.00 combined single limit per occurrence for bodily injury and property damage.
- C. Automobile Liability Insurance of not less than \$1,000,000.00 is required in the event motor vehicles are used by the Consultant in the performance of the Agreement.
- D. In the event Consultant is a licensed professional, and is performing professional services under this Agreement, professional liability (for example, malpractice insurance) is required with a limit of liability of not less than \$1,000,000.00 per occurrence.
- E. Consultant shall furnish a certificate of insurance satisfactory to the El Dorado County Risk Manager as evidence that the insurance required above is being maintained.

- F. The insurance will be issued by an insurance company acceptable to Risk Management, or be provided through partial or total self-insurance likewise acceptable to Risk Management.
- G. Consultant agrees that the insurance required above shall be in effect at all times during the term of this Agreement. In the event said insurance coverage expires at any time or times during the term of this Agreement, Consultant agrees to provide at least thirty (30) days prior to said expiration date, a new certificate of insurance evidencing insurance coverage as provided for herein for not less than the remainder of the term of the Agreement, or for a period of not less than one (1) year. New certificates of insurance are subject to the approval of Risk Management and Consultant agrees that no work or services shall be performed prior to the giving of such approval. In the event the Consultant fails to keep in effect at all times insurance coverage as herein provided, County may, in addition to any other remedies it may have, terminate this Agreement upon the occurrence of such event.
- H. The certificate of insurance must include the following provisions stating that:
 - 1. The insurer will not cancel the insured's coverage without 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, but only insofar as the operations under this Agreement are concerned. This provision shall apply to the general liability policy.
- I. The Consultant's insurance coverage shall be primary insurance as respects the County, its officers, officials, employees and volunteers. Any insurance or self-insurance maintained by the County, its officers, officials, employees or volunteers shall be excess of the Consultant's insurance and shall not contribute with it.
- J. Any deductibles or self-insured retentions must be declared to and approved by the County, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the County, its officers, officials, employees, and volunteers; or the 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 the 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 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. Certificate of insurance shall meet such additional standards as may be determined by the contracting County Department either independently or in consultation with Risk Management, as essential for the protection of the County.

ARTICLE XIII

Interest of Public Official: No official or employee of County who exercises any functions or responsibilities in review or approval of services to be provided by Consultant under this Agreement shall participate in or attempt to influence any decision relating to this Agreement which affects personal interest or interest of any corporation, partnership, or association in which he/she is directly or indirectly interested; nor shall any such official or employee of County have any interest, direct or indirect, in this Agreement or the proceeds thereof.

ARTICLE XIV

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

ARTICLE XV

California Residency (Form 590): All independent Consultants providing services to the County must file a State of California Form 590, certifying their California residency or, in the case of a corporation, certifying that they have a permanent place of business in California. The Consultant will be required to submit a Form 590 prior to execution of an Agreement or County shall withhold seven (7) percent of each payment made to the Consultant during term of the Agreement. This requirement applies to any agreement/contract exceeding \$1,500.00.

ARTICLE XVI

Taxpayer Identification Number (Form W-9): All independent Consultants or corporations providing services to the County must file a Department of the Treasury Internal Revenue Service Form W-9, certifying their Taxpayer Identification Number.

ARTICLE XVII

County Business License: It is unlawful for any person to furnish supplies or services, or transact any kind of business in the unincorporated territory of El Dorado County without possessing a County business license unless exempt under County Code Section 5.08.070.

ARTICLE XVIII

Administrator: The County Officer or employee with responsibility for administering this Agreement is Jordan Postlewait, Manager of Parks and Grounds, General Services Department, or successor.

ARTICLE XIX

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 to the obligations set forth herein.

ARTICLE XX

Partial Invalidity: If any provision of this 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 XXI

Venue: 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 XXII

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.

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REQUESTING CONTRACT ADMINISTRATOR CONCURRENCE:

By: Jordan Postlewait Dated: 7/12/07
Jordan Postlewait, Manager of Parks and Grounds
General Services Department

REQUESTING DEPARTMENT HEAD CONCURRENCE:

By: Laura S. Gill Dated: 7/13/07
Laura S. Gill
Chief Administrative Officer

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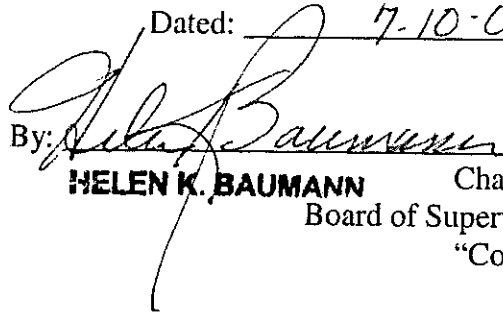
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IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the dates indicated below, the latest of which shall be deemed to be the effective date of this Agreement.

-- COUNTY OF EL DORADO --

Dated: 7-10-07
By: 
HELEN K. BAUMANN Chairman
Board of Supervisors
"County"

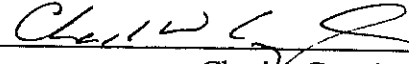
ATTEST:
Cindy Keck, Clerk
of the Board of Supervisors

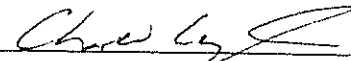
By:  Date: 7-10-07
Deputy Clerk

-- CONSULTANT --

Dated: 8-3-07

CUNNINGHAM ENGINEERING CORPORATION
A CALIFORNIA CORPORATION

By: 
Charles Cunningham
President
"Consultant"

By: 
Corporate Secretary

Dated: 8-3-07

EXHIBIT "A"
SPTC FORNI RD TO MISSOURI FLAT RD CLASS 1 BIKE PATH DESIGN PHASE 1
SCOPE OF SERVICES – PRELIMINARY DESIGN/EVALUATION
CUNNINGHAM ENGINEERING CORPORATION

SCOPE OF SERVICES

The Cunningham Engineering Corporation (CEC) team proposes to perform the tasks listed below related to the Class 1 Bike Path Design and Engineering for the SPTC Forni Road to Missouri Flat Road corridor. This proposed scope of services is based on the referenced RFP prepared by the County and our site visit in May 2007 and our Project Understanding in our Proposal dated May 31, 2007. Our Client is the County of El Dorado (County).

The primary purpose of the Scope of Services is to provide Preliminary Design/Evaluation and 30% Plans, Specifications, and Estimates (PS&E) and related documents to begin the design process and aid in preliminary budgeting and funding. The scope of services has been tailored to meet the needs of the County and the community.

Tasks To Be Performed By County

In order for CEC to effectively perform necessary services for this project, there are a number of coordination and performance issues that need to be overseen by the County. It is assumed the County will provide, or direct others to provide, the following information and services, and CEC shall be able to rely on such information during the course of its work under this Scope of Services:

- 1) Access to any available site surveys, in electronic format (AutoCad 2000 or later).
- 2) Project programming information of County, funding agencies and community groups.
- 3) Current title report for the corridor with exception documents.
- 4) Existing right-of-way information for the corridor, Forni Road and Missouri Flat Road.
- 5) Improvement plans for Forni Road and Missouri Flat Road.
- 6) Routing designs and/or progress improvement plans in electronic format (AutoCad 2000 or later) for the proposed Missouri Flat Connector that affect the corridor.
- 7) Copy of any drainage studies conducted for any of the existing drainage sheds/culverts along the alignment, if available.
- 8) Existing utility pothole/elevation information if available.
- 9) Project specific environmental documents.
- 10) Electronic formats for Contract Documents in County standard format.

11) Contact information for known Caltrans personnel for funding administration, DOT Missouri Flat Connector project manager and other key personnel that will need to be contacted for project coordination.

12) If required, negotiations and/or enforcement with adjacent property owners for issues that effect the project, such as illegal drainage.

Tasks To Be Performed By CEC Project Team

A. PRELIMINARY DESIGN/EVALUATION PHASE

1. Project Management: Throughout the design process CEC will provide project management services. This will include but not be limited to coordination with the design team, the County and applicable agencies, aid in permitting, meeting attendance, and project documentation. In addition to active management the following services would be provided for project management:

a. Kickoff Meeting: Members of the CEC design team will attend a project kickoff meeting to confirm the County's objectives for the project, to establish parameters for the design effort, and to confirm interim and final deliverables.

b. Monthly Progress Reports: Reports will be submitted on a monthly basis to document the design progress, schedule, and decisions made addressing the design and schedule, a list of deliverables for said month, and encountered or anticipated problems that may affect the schedule, budgets and/or work products. A summary of any recommendations to address pending issues will be included.

c. Critical Path Method Schedule: Prepare a comprehensive critical path schedule from preliminary design through construction award. The schedule will be updated on a monthly basis and will include individual task start/completion dates, responsibilities, and dependencies. Planned and actual dates will be included. Format will be Microsoft Project and will be provided to the County electronically and via color hard copy. A preliminary schedule is attached.

d. Identify Documents Required by Caltrans: Caltrans, as the lead agency administering the Federal TE funding, will require technical reports and documents related to the project. CEC will identify said documents and prepare, direct team members to prepare, or verify that the County and/or their contracted environmental consultant (ESP) is preparing said documents. Specific documents to be prepared are included in this scope.

e. Adjacent Project Coordination: The CEC project manager will coordinate with the project manager for the Missouri Flat Connector project to coordinate design efforts with the pathway. If identified by the County during the preliminary design process CEC will coordinate with other adjacent proposed projects in the planning stages.

f. Permit Coordination: Coordinate permits on an as needed basis, such as encroachment permitting for work within the County rights-of-way and entry permits for investigations within wetlands areas. We have assumed that if specific 404 permits are required from the Army Corps of Engineers that ESP will obtain them for the project.

g. Meeting Attendance and Documentation: Attend monthly meetings (more frequently as necessary, especially during Preliminary Design) with County Staff, environmental consultant, Caltrans representative and the design team throughout the Preliminary Design, and 30% PS&E phase to update project progress, facilitate key decisions, and track action items. Prepare agendas and minutes for the meetings. For the purpose of this proposal a total of 6 meetings have been assumed (although not necessarily over a period of 6 months).

h. Gather Background Information: Gather background information and data for the project including record data and plans, relevant reports, design standards, etc.

2. Surveying and Base Mapping

a. Data Gathering/Project Coordination: CBC Surveys will obtain pertinent record information for conducting control surveys, topographic design surveys, and right of way engineering surveys. Sources from which this record information shall be obtained include: the National Geodetic Survey (NGS); the El Dorado County Assessor's Parcel Maps; deeds, Parcel Maps, Final Maps, and Records of Survey filed in the Office of the Recorder for El Dorado County; and the El Dorado County Department of Transportation.

b. Control Surveys: Research of the NGS database indicates that horizontal and vertical control exists within a few miles of the project. CBC Surveys will employ differential GPS methods to make ties to a commensurate number of these monuments to enable the utilization of the least squares survey analysis and adjustment software STAR*NET, and to ensure proper positioning of the project on the California State Plane Coordinate System, Zone II, North American Datum of 1983 (NAD83) and the National Geodetic Vertical Datum of 1929 (NGVD29). This will be critical for coordination with the Missouri Flat Connector project.

c. Preliminary Right-of-Way Engineering: The RFP indicates that the alignment of the final PS&E shall be within the existing right of way. Prior to the commencement of conducting topographic design surveys, office survey personnel will construct a land net from record data, sources of which include: the El Dorado County Assessor's Parcel Maps; recorded Records of Surveys; Parcel Maps; Final Subdivision Maps; deeds; and roadway improvement plans. This Scope of Work includes a level of effort to construct the landnet and spend two (2) two-man field crew days recovering primary evidence such as section corners, quarter corners, etc. to which the right of way or adjoiner's properties may be referenced. This effort will serve the Team by showing the relationship between the existing alignment and the right of way limits. This level of effort should be sufficient assuming that the improvements stay along the former rail alignment. Where improvements deviate significantly from the former rail alignment more precise right-of-way engineering may be necessary. That additional required effort is not included in this scope.

d. Photogrammetric Mapping: Imagery to create base mapping at a scale of 1" = 50' with a 1-foot contour interval will be taken at a photo scale of 1:3600. Targets shall be of the minimum size required for the altitude of the photography, and under no circumstances shall the target material or the placement of targets cause damage to private property.

e. Supplemental Topographic Surveys & Base mapping Compilation: CBC Surveys crew will conduct supplemental topographic field surveys of areas, if any, designated by Cunningham Engineering that were unable to be mapped photogrammetrically. Information gathered in the supplemental survey may include but not be limited to: the location of natural ground features; roadway features; existing structures; fences; walls; driveways; control systems; surface evidence of utilities; storm drain manhole and catch basin pipe sizes and invert elevations; sanitary sewer manhole pipe sizes and invert elevations; drainage structures; signs; poles; streetlights; and other pertinent improvements. This Scope of Work assumes a level of effort to conduct four (4) additional days in the field along with the necessary office processing for this effort.

Survey Deliverables:

- Photo control monuments and subsequent control densification set for supplemental topographic surveys along and in proximity to the corridor will later serve as control for the construction of the project. A comma-delimited ASCII point file in Point, Northing, Easting, Elevation, Description format of points gathered in the field together with an accompanying control diagram.
- Aerial base mapping along the centerline of the existing corridor, approximately 100ft in width, compiled at a mapping scale of 1" = 50' with 1-foot contour interval on CD-ROM in AutoCAD 2005 format with one set of 9"x 9" black and white contact prints.
- Integrated digital terrain model composed from aerial and terrestrial topographic mapping with planimetrics at a scale of 1" = 40' with 1-foot contour interval of the project corridor on CD-ROM in AutoCAD 2005 format.
- Digital incorporation of land net compiled from field ties and record data into project base mapping. List of affected properties including assessors parcel numbers, owner's name, owner's address, parcel address, and a map locating any affected parcels relative to the proposed project limits.

3. Geotechnical Engineering Investigation: The geotechnical investigation assumes that there is no need or desire to evaluate the foundations for the bridge and thus permits to enter Weber Creek will not be necessary. The purpose of the geotechnical services will be to evaluate prevailing subgrade soil conditions for the alignment, measure existing gravel section thickness, provide structural pavement section design, and grading recommendations for the proposed bike path and trestle improvements. Services will include a field exploration program, geotechnical laboratory testing, engineering analysis, and report preparation. More specifically the scope will consist of the following:

- a. Perform a limited geologic literature review to aid in evaluating the geologic conditions present at the site.
- b. Review available project plans to aid in selecting exploratory excavation locations.
- c. Perform a site reconnaissance to review project limits, determine equipment access and mark out exploratory excavation locations for subsequent utility clearance.
- d. Notify subscribing utility companies via Underground Service Alert (USA) a minimum of 48 hours (as required by law) prior to performing exploratory excavations at the site.
- e. Perform approximately 15 exploratory trenches with a rubber-tire backhoe to a maximum depth of approximately 3 feet, based on conditions encountered. Obtain representative material samples from the exploratory excavations.
- f. Log the excavations in accordance with the Unified Soil Classification System.
- g. Backfill and compact excavations with excavated materials.
- h. Perform laboratory tests to characterize pertinent geotechnical parameters.
- i. Prepare a summary report with our conclusions and recommendations. The report will include (but not be limited to) the following:
 - i. Site plan showing the locations of the exploratory excavations
 - ii. Logs of the exploratory excavations, including depth to groundwater (if encountered)
 - iii. Laboratory test results
 - iv. A detailed discussion of our findings, conclusions, and recommendations, including (but not limited to):
 - (1) Site preparation, grading recommendations, and excavation characteristics
 - (2) Flexible asphalt concrete pavement sections in accordance with applicable Caltrans design procedures based on Traffic Indices or a minimum desired section provided by the County.
 - (3) Trestle seismic design parameters in accordance with Caltrans criteria
- j. Provide engineering consultation support during preparation of geotechnical aspects of the project plans and specifications. Attend pre-bid meeting in the event that geotechnical-related questions arise.

4. Alignment Programming, Constraints and Opportunities Assessment: Conduct a Programming Assessment by meeting with the County at the first meeting after the kickoff meeting (or at the kickoff meeting if time permits), to determine any preliminary information regarding pathway development, and gathering all information necessary to prepare the preliminary design. Many of the key issues and constraints described in the previous section of this proposal would be evaluated with the County staff.

5. Programming Technical Memo: Compile a technical memo outlining the design parameters for the alignment and identify additional immediate information/input and/or decisions that will be needed from the County staff to complete the project design.

6. Preliminary Horizontal Alignment/Geometric Approval Drawing: Upon completion of the programming assessment and receipt of the base mapping a preliminary horizontal alignment will be prepared and submitted to the County as a Geometric Approval Drawing (GAD) for comment and/or approval. The alignment will be presented at a scale of 1" = 50' and will include, but not be limited to preliminary parking areas, identification of the proposed centerline of the pathway, culvert crossings, proposed rest locations (if part of the programming), identification of roadway crossings and any key constraints identified at that time. The purpose of the GAD is to facilitate a more efficient PS&E process because the potential for alignment changes during the more detailed design are essentially eliminated.

7. Weber Creek Trestle Bridge Inspection and Limited Development of As-built Bridge Plans: A field inspection will be conducted to thoroughly assess the current condition of the bridge. This will include inspecting the railroad ties for signs of rot, assessing the general condition of the steel members for corrosion, and inspecting the bridge abutment and pier supports for adequacy during a seismic event. The condition of the existing deck members, including the beams which support the galvanized steel grates and bridge railing posts, will be evaluated to determine if they are adequate for re-use in the rehabilitated bridge deck. During the inspection, accurate measurements of the existing bridge deck members and existing steel beams will be taken for later use in development of the deck rehabilitation plans. These measurements will also be used for the development of deck replacement alternatives. A brief summary report will be submitted to the County documenting the field findings.

8. Utility Identification: Review available as-built utility and improvement plans provided by the City. Coordinate with private utility companies (electric, gas, telephone, and cable) to confirm existing utility locations, and identify any possible utility conflicts with the proposed underground improvements.

9. Utility Potholing: Shallow utilities that would be in possible conflict with the proposed improvements are not anticipated to be present throughout most of the alignment. However, conflicts with proposed signage and bollard foundations are possible at each end of the project and at the roadway crossings along the alignment. The scope and budget presented in this proposal includes the coordination and performance of a maximum of eight utility potholes, if necessary.

B. DESIGN AND ENGINEERING SERVICES – 30% Plans & Construction Cost Opinion

Incorporating staff input and information obtained from the Preliminary Design/Evaluation Phase, the design team will prepare 30% plans at a level of detail to clearly illustrate the project to the County and Caltrans and for use in the environmental documents. The purpose of the 30% drawings is to eliminate any necessity for major design changes during the preparation of contract documents. Weber Creek trestle options will be presented at this phase of the design along with a cost opinion such that an alternative can be selected by the County. The 30% phase and drawings scope will include:

1. Civil Improvement Plans: Civil improvement plans for the 30% submittal will include a title sheet, survey control sheet, preliminary plan and profile sheets at a scale of 1" = 50' (per the RFP requirements), preliminary typical sections, preliminary parking area layout and grading plan, and schematic drainage improvements.

2. Weber Creek Bridge Trestle Modification Alternatives: Develop deck and railing rehabilitation/modification alternatives which will address the following issues:

- Safety
- Economics
- Structural Efficiency
- Ability to Construct
- Standardization
- Aesthetics/Historic Issues (as needed)

a. The following bridge deck alternatives will be investigated:

- i. Utilizing timber railroad ties to form a solid bridge deck
- ii. Filling in gaps between the existing ties with 4"x13" beams
- iii. Utilizing the existing ties to support the new timber deck
- iv. Placing corrugated steel pans on the existing ties and filling with asphalt concrete (AC)
- v. Removing the existing ties and utilizing corrugated steel pans and AC
- vi. Removing the existing ties and utilizing precast concrete panels

b. Suitable bridge railing alternatives will be identified and presented to the County. Potential alternatives will include:

- i. Cable railing
- ii. Cyclone fence
- iii. Timber railing

iv. Metal railing similar to that utilized in the City of Folsom;

c. Each of the above alternatives was explained further in the “Key Weber Trestle Issues, Opportunities” section of this proposal. For each alternative, an approximate cost will be determined and a basic sketch of the alternative will be made. A brief report will be submitted to the County detailing the alternatives, associated costs, and advantages and disadvantages of each alternative.

3. Preliminary Construction Cost Opinion: Prepare a preliminary construction cost opinion based on the 30% plans. The cost opinion will be prepared in a format (as provided/directed by the County) such that it can be readily included in the final contract documents (e.g. individual bid line items with associated quantities). A separate cost opinion for the bridge deck modification alternatives will be submitted as discussed above to aid in a County decision of the preferred alternative.

4. Meeting Attendance: Attend and document meetings on a monthly basis as described under Task A.

5. Funding and Environmental Assistance: Coordinate and provide information and drawings as needed to the County, Caltrans, and ESP for Federal funding requirements and CEQA/NEPA evaluations as needed for this Phase of the project.

Deliverables for 30% submittal:


- Three sets each of 22” x 34” plans and 11” x 17” (bond copies) for County review and comments
- Electronic AutoCAD/Land Development 2005 format submittal of the plans for County review and comments
- Two copies of the engineer’s estimate for construction
- Two copies of Design notes and calculations
- Map indicating pothole locations verifying locations and elevations of existing utility facilities that may have been or are in conflict with proposed trail improvements (if completed with 30% submittal).
- Utility High/Low Risk form per Caltrans Right of Way Manual, if applicable

C. EXCLUSIONS

Our scope specifically excludes the following. Please note that we can provide, or help coordinate, some of the services listed below, as an additional work task.

1. Agency and permit fees (to be paid by County).
2. Revisions of completed or partially completed designs that incur cost to Consultant and which are the result of action by the County or otherwise necessitated by factors beyond the Consultant's control. If required, this additional work shall be paid for in accordance with the Consultant's then current Schedule of Fees.
3. Subsequent (65%, 95% and final) PS&E submittals.
4. Soundwall wall design or layout.
5. Attendance at public meetings.
6. Services related to existing underground storage tanks and/or sites of potential contamination. Services related to unsuitable soils.
7. Wetlands permits
8. Preparation of easement, right-of-way or land dedication documents.
9. Area-wide drainage studies.
10. Preparation of Stormwater Pollution Prevention Plans
11. Traffic control plans unless required to perform the design work.
12. Negotiations or meetings with adjoining property owners.
13. Landscape or lighting design.
14. Design of post-construction stormwater interceptors, vegetative swales, sand filters, except as specifically called out in the tasks above.
15. Participation in value-engineering processes or revisions to our plans to incorporate changes emanating from value engineering.
16. Payment of prevailing labor rates for field or office work, except for the surveying subconsultant.

EXHIBIT "B"

Project: SPTC Forni Road to Missouri Flat Road Segment - Engineering Design Cost Proposal												
Cunningham Engineering Design Team												
Last Revised: June 6, 2007 By: S. Greenfield												
Assumes 1"=50' Plan sheets and Initial Authorization for Tasks A & B only												
 PHASE 1 - PRELIMINARY DESIGN/EVALUATION & 30% PS&E 2007 Hourly Rates:	CUNNINGHAM ENGINEERING CORPORATION											
	CWC	SG	ML	CK	JB, LE	DW LR DLV	CG	GC	MIN RB DS LW EDT	CS	CEC	
	Pnnc	PM II	Sr Eng	Staff II	CAD IV	CAD I	PC II	Ops Mgr	Clencal	LSA	Totals by Task	
Task A Preliminary Design/Evaluation Phase												
1 General Project Management	4	24		4			4	6			\$6,306	
1 a Kickoff Meeting	0	6	0	6	0	0	6	0	0	0	\$2,214	
1 b Monthly Progress Reports (5)		3		7			7				\$1,879	
1 c CPM Schedule Monthly Updates (5)		2		7			3				\$1,363	
1 d Funding Document List		2					6				\$862	
1 e Coordination with Adjacent Projects		1		3	2						\$722	
1 f Permit Coordination		0		2			8				\$896	
1 g Progress Meetings (5 mtgs @ 6 hrs/mtg incl prep & minutes)		30		30			30				\$11,070	
1 h Gather Background Information		2		4			6				\$1,294	
2 Surveying & Base Mapping											\$568	
2 a Survey Data Gathering/Project Coordination		2		2		2					\$438	
2 b Control Survey				2							\$0	
2 c Preliminary R/W Engineering											\$0	
2 d Photogrammetric Mapping Aerial Flight				16							\$1,728	
2 e Supplemental Topo Surveys & Basemapping Completion											\$568	
3 Geotechnical Engineering Investigation		2		2							\$0	
4 Programming, Constraints & Opportunities Assessment	1	2		4			1				\$1,069	
5 Programming Technical Memo		1		3			2		2		\$798	
6 Preliminary Horizontal Alignment/GAD		4		8	24	12			1		\$5,100	
7 Weber Creek Trestle Insp & Limited As-Built Bridge Plans		1		1							\$284	
8 Utility Identification				2	4		4				\$1,000	
9 Utility Potholing (See below - reimb for subcontractor allow.)				4	2			2			\$824	
ESTIMATED HOURS	5	82	0	107	34	12	77	8	3	0	32	
LABOR BUDGET	\$1,000	\$14,432	\$0	\$11,556	\$3,774	\$804	\$6,545	\$680	\$192	\$0	\$38,983	
REIMBURSABLES							mileage, plots, copies, etc.	\$500	115%		\$575	
REIMBURSABLES							Utility potholing contractor allowance	\$8,500	115%		\$9,775	
REIMBURSABLES											\$0	
TIME AND EXPENSES BUDGET SUBTOTAL											\$49,333	
SUBCONSULTANT MARKUP 15%											\$0	
SUBTOTAL TASK A											\$49,333	
TOTAL TASK A (all disciplines) =	\$124,075											
Task B Design & Engineering - 30% Plan & Cost Opinion												
1 Civil Improvement Plans											\$552	
1 a Title Sheet				1	4						\$820	
1 b Survey Control		1			4						\$12,156	
1 c Preliminary Plan/Profile (12 sheets @ 1"=50')	2	3		36	60				3	4	\$1,242	
1 d Typical Sections				2	2	12					\$3,172	
1 e Schematic Drainage Improvements			4	12	4	12					\$1,652	
2 Weber Creek Bridge Trestle Modification Alts		2									\$2,214	
3 Preliminary Construction Cost Opinion		2		4		12			1		\$1,044	
4 Progress Meetings (1 mtg @ 6 hrs/mtg incl prep & minutes)		6		6			6				\$2,214	
5 Funding & Environmental Assistance		4					4				\$1,044	
ESTIMATED HOURS	2	18	4	61	74	36	10	0	4	4	0	
LABOR BUDGET	\$400	\$3,168	\$628	\$6,588	\$8,214	\$2,412	\$850	\$0	\$256	\$488	\$23,004	
REIMBURSABLES							mileage, plots, copies, etc.	\$800	115%		\$920	
TIME AND EXPENSES BUDGET SUBTOTAL											\$23,924	
SUBCONSULTANT MARKUP 15%											\$0	
SUBTOTAL TASK B											\$23,924	
TOTAL TASK B (all disciplines) =	\$40,420											
TOTAL TASKS A & B (all disciplines) =	\$164,495											

CBC SI
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\$95

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\$3,040
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