

**Dokken Engineering**  
**Alternative Analysis for the Cameron Park Drive Interchange**

**AGREEMENT FOR SERVICES #515-S1711**

**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 Dokken Engineering, a corporation duly qualified to conduct business in the State of California, whose principal place of business is 110 Blue Ravine Road, Suite 200, Folsom, California 95630 (hereinafter referred to as "Consultant");

**RECITALS**

**WHEREAS**, County has determined that it is necessary to obtain a consultant to assist its Community Development Agency with preparation of an alternative analysis for the Cameron Park Drive Interchange;

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

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

**WHEREAS**, County has determined that the provision of such services provided by Consultant are 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 Section 31000;

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

**ARTICLE I**

**Scope of Services:** Consultant agrees to furnish personnel, equipment, and services necessary to prepare the Cameron Park Drive Interchange Alternative Analysis (hereinafter referred to as "Project"), and present an analysis overview to County's Board of Supervisors (BOS) at study sessions. Services shall include, but not be limited to, those tasks as identified in Exhibit A, marked "Scope of Work," incorporated herein and made by reference a part hereof.

Unless otherwise indicated, receipt of this executed Agreement is Consultant's Notice to Proceed with the work specified herein, not including Contingency Work. No payment will be made for any work performed prior to the effective date of the Agreement.

In addition to the specific services identified in Exhibit A, this Agreement may also include additional scope items or Contingency Work. Such Contingency Work may supplement,

expand, or otherwise modify the Scope of Work or may include, but not be limited to, tasks that are deemed critical by County's Contract Administrator to the furtherance of the Project.

Before proceeding with any work concerning Contingency Work under this Agreement, the parties shall identify the specific services to be provided for each assignment. Consultant shall submit the Contingency Work in a written letter format for approval by County's Contract Administrator. County's Contract Administrator will then issue a written Work Order for any Contingency Work assigned to Consultant where the not-to-exceed cost itemization does not exceed the allocated amount referenced in Exhibit C, marked "Cost Proposal," incorporated herein and made by reference a part hereof.

The period of performance for Work Orders shall be in accordance with dates specified in each Work Order. No payment will be made for any work performed before or after the period of performance in the Work Order, unless County's Contract Administrator and Consultant amend the Work Order in writing. No Work Order will be written which exceeds the cumulative total of the not-to-exceed dollar amount of this Agreement.

No payment will be made for any work performed prior to approval and full execution of the Work Order, as applicable, and no payment will be made for amounts in excess of the not-to-exceed amount of the Work Order.

If a submittal or deliverable is required to be an electronic file, Consultant shall produce the file using Microsoft (MS) Office 2010 applications (specifically, MS Word, MS Project, and MS Excel). Signed reports shall be submitted in Adobe portable document format (PDF). All deliverables shall be submitted in language, format, and design that are compatible with and completely transferable to County's computer and that are acceptable to County's Contract Administrator. Newer versions of software may be used and other types of software used for analytical purposes may be authorized if approved in advance of the submittal by County's Contract Administrator. Consultant shall submit all deliverables to County's Contract Administrator. Failure to submit the required deliverables in the format required shall be grounds for termination of the Agreement, as provided in ARTICLE XIV, Default, Termination, and Cancellation, herein.

All of the services included in this Article and Exhibit A, are the responsibility of Consultant, unless specifically described as a task or item of work to be provided by County.

## **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, including any deliverables that may be identified herein, County agrees to pay Consultant upon the satisfactory completion

and County's acceptance of work, in arrears. Payment shall be made within forty-five (45) days following County's receipt and approval of itemized invoices identifying 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. Ordinary supplies and equipment and mileage are included in the hourly rates.

The total amount of this Agreement shall not exceed \$198,340, inclusive of all expenses.

Itemized invoices shall follow the format specified by County and shall reference this Agreement number on their faces. Consultant shall attach copies of any progress reports required under the provisions of ARTICLE VI, Progress Reports, herein, that relate to the services being billed, as backup documentation to any invoices submitted for payment under the terms of this Agreement. Copies of documentation attached to invoices shall reflect Consultant's charges for the specific services billed on those invoices. Invoices shall be mailed to County at the following address:

County of El Dorado  
Community Development Agency  
Long Range Planning Division  
2850 Fairlane Court  
Placerville, California 95667  
Attn.: Cindy Johnson  
Administrative Technician

or to such other location as County directs.

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

**Ownership of Data:** Upon completion or earlier termination of all services under this Agreement, or upon the completion or earlier termination of services provided in accordance with this Agreement and/or any Work Orders issued pursuant to this Agreement, ownership and title to all reports, documents, plans, maps, specifications, estimates, compilations, photographs, videos, and any and all other materials or data produced or obtained as part of this Agreement will automatically be vested in County

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

#### **ARTICLE VI**

**Progress Reports:** CONSULTANT shall submit written progress reports to COUNTY'S Contract Administrator at intervals that are commensurate with the requirements of the items of work and tasks being performed and based upon a mutually agreeable schedule. At a minimum, CONSULTANT shall submit progress reports once per month. The reports shall be sufficiently detailed for COUNTY's Contract Administrator to determine if CONSULTANT is performing to expectations and is on schedule, to provide communication of interim findings, and to afford occasions for airing difficulties or special circumstances encountered so that remedies can be developed. COUNTY's review of these reports seeks to ensure that CONSULTANT's work meets a level of acceptability as determined by COUNTY's Contract Administrator, and CONSULTANT shall be required to modify its work as necessary to meet that level of acceptability as defined by COUNTY's Contract Administrator. Separate detail shall be provided for each ongoing Work Order. Progress reports shall include the total number of hours worked by CONSULTANT and any authorized subconsultants and shall include descriptions of the tasks and work performed, including a description of any deliverables submitted during the reporting period and the anticipated tasks, work, and deliverables proposed for the subsequent reporting period. Any invoices submitted by CONSULTANT for payment under the terms of this Agreement shall include copies of the progress reports that relate to the services being billed on those invoices.

#### **ARTICLE VII**

**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 VIII**

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

#### **ARTICLE IX**

**Confidentiality:** Consultant 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, shall not use or disclose, directly or indirectly at any time, any said confidential information, other than to County's Community Development Agency 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 X**

**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 XI**

**Independent Contractor/Liability:** Consultant is, and shall be at all times, deemed independent and shall be wholly responsible for the manner in which it performs services required by the terms of this Agreement. Consultant exclusively assumes responsibility for acts of its employees, associates, and subcontractors, if any are authorized herein, as they relate to services to be provided under this Agreement during the course and scope of their employment.

Consultant shall be responsible for performing the work under this Agreement in a safe, professional, skillful, and workmanlike manner 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 XII**

**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 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 County, this Agreement may be deemed to be canceled in its entirety subject to payment for services performed prior to cancellation.

### **ARTICLE XIII**

**Audit by California State Auditor:** Consultant acknowledges that if total compensation under this Agreement is greater than \$10,000.00, this Agreement is subject to examination and audit by the California State Auditor for a period of three (3) years, or for any longer period required by law, after final payment under this Agreement, pursuant to California Government Code § 8546.7. In order to facilitate these potential examinations and audits, Consultant shall maintain, for a period of at least three (3) years, or for any longer period required by law, after final payment under the Agreement, all books, records, and documentation necessary to demonstrate performance under the Agreement.

### **ARTICLE XIV**

#### **Default, Termination, and Cancellation:**

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

Notice given under this section shall specify the alleged default and the applicable Agreement provision and shall demand that the party in default perform the provisions of this Agreement within the applicable period of time. No such notice shall be deemed a termination of this Agreement unless the party giving notice so elects in this notice, or the party giving notice so elects in a subsequent written notice after the Time to Cure has expired. 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 County, shall be terminable in the case of bankruptcy, voluntary or involuntary, or insolvency of Consultant.
- C. **Ceasing Performance:** County may terminate this Agreement in the event Consultant ceases to operate as a business or otherwise becomes unable to substantially perform any term or condition of this Agreement.
- D. **Termination or Cancellation without Cause:** County may terminate this Agreement or any Work Order issued pursuant to 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 not-to-exceed amount of the Work Order or 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.

**ARTICLE XV**

**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:	With a copy to:
County of El Dorado Community Development Agency Long Range Planning Division 2850 Fairlane Court Placerville, California 95667	County of El Dorado Community Development Agency Administration and Finance Division 2850 Fairlane Court Placerville, California 95667
Attn.: Claudia Wade Sr. Civil Engineer	Attn.: Michele Weimer Administrative Services Officer Contracts & Procurement Unit

or to such other location as County directs.

Notices to Consultant shall be addressed as follows:

Dokken Engineering  
110 Blue Ravine Road  
Suite 200  
Folsom, California 95630

Attn.: Richard T. Liptak  
President

or to such other location as Consultant directs.

**ARTICLE XVI**

**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 XV, 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 XVII**

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

## **ARTICLE XVIII**

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

- A. Full Workers' Compensation and Employers' Liability Insurance covering all employees of Consultant as required by law in the State of California.
- B. Commercial General Liability Insurance of not less than \$1,000,000 combined single limit per occurrence for bodily injury and property damage and a \$2,000,000 aggregate limit.
- C. Automobile Liability Insurance of not less than \$1,000,000 is required in the event motor vehicles are used by Consultant in performance of the Agreement.
- D. In the event Consultant is a licensed professional or professional consultant and is performing professional services under this Agreement, Professional Liability Insurance is required with a limit of liability of not less than \$1,000,000.
- E. Consultant shall furnish a certificate of insurance satisfactory to County's Risk Management Division as evidence that the insurance required above is being maintained.
- F. The insurance will be issued by an insurance company acceptable to County's Risk Management Division or be provided through partial or total self-insurance likewise acceptable to the Risk Management Division.
- G. Consultant agrees that the insurance required herein shall be in effect at all times during the term of this Agreement. In the event said insurance coverage expires at any time or times during the term of this Agreement, Consultant agrees to provide at least thirty (30) days prior to said expiration date, a new certificate of insurance



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

- H. The certificate of insurance must include the following provisions stating that:
  - 1. The insurer will not cancel the insured's coverage without prior written notice to County; and
  - 2. The County of El Dorado, its officers, officials, employees, and volunteers are included as additional insured, on an additional insured endorsement, but only insofar as the operations under this Agreement are concerned. This provision shall apply to the general liability policy.
- I. Consultant's insurance coverage shall be primary insurance as respects County, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by County, its officers, officials, employees, or volunteers shall be in excess of Consultant's insurance and shall not contribute with it.
- J. Any deductibles or self-insured retentions must be declared to and approved by County. At the option of County, either: The insurer shall reduce or eliminate such deductibles or self-insured retentions as respects County, its officers, officials, employees, and volunteers; or Consultant shall procure a bond guaranteeing payment of losses and related investigations, claim administration, and defense expenses.
- K. Any failure to comply with the reporting provisions of the policies shall not affect coverage provided to County, its officers, officials, employees, or volunteers.
- L. The insurance companies shall have no recourse against the County of El Dorado, its officers, and employees or any of them for payment of any premiums or assessments under any policy issued by any insurance company.
- M. Consultant's obligations shall not be limited by the foregoing insurance requirements and shall survive the expiration of this Agreement.
- N. In the event Consultant cannot provide an occurrence policy, Consultant shall provide insurance covering claims made as a result of performance of this Agreement for not less than three (3) years following completion of performance of this Agreement.

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

#### **ARTICLE XIX**

**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 XX**

**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 XXI**

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

#### **ARTICLE XXII**

##### **Nondiscrimination:**

- A. County may require Consultant's services on projects involving funding from various state and/or federal agencies, and as a consequence, Consultant 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 and representatives shall not unlawfully discriminate against any employee or applicant for employment because of race, religion, color, national origin, ancestry, physical handicap, mental disability, medical condition, genetic information, military or veteran status, marital status, age, gender, gender identify,

gender expression, sexual orientation, or sex; Consultant shall, unless exempt, comply with the applicable provisions of the Fair Employment and Housing Act (Government Code, Sections 12900 et seq.) and applicable regulations promulgated thereunder (California Code of Regulations, Title 2, Sections 7285.0 et seq.); the applicable regulations of the Fair Employment and Housing Commission implementing Government Code, Section 12990, set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations 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 executing this Agreement shall provide any certifications necessary under the federal laws, the laws of the State of California, including but not limited to Government Code Sections 12990 and 8355 and Title 2, California Code of Regulations, Section 8103.

#### **ARTICLE XXIII**

**California Residency (Form 590):** If Consultant is a California resident, Consultant must file a State of California Form 590, certifying its California residency or, in the case of a limited liability company or corporation, certifying that it has a permanent place of business in California. Consultant will be required to submit a Form 590 prior to execution of this Agreement, or County shall withhold seven (7) percent of each payment made to Consultant during the term of this Agreement. This requirement applies to any agreement/contract exceeding \$1,500.

#### **ARTICLE XXIV**

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

#### **ARTICLE XXV**

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

#### **ARTICLE XXVI**

**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 XXVII**

**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 XXVIII**

**Contract Administrator:** The County Officer or employee with responsibility for administering this Agreement is Claudia Wade, Sr. Civil Engineer, Long Range Planning Division, Community Development Agency, or successor.

#### **ARTICLE XXIX**

**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 XXX**

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

#### **ARTICLE XXXI**

**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 XXXII**

**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 XXXIII**

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

**Requesting Contract Administrator Concurrence:**

By:   
Claudia Wade  
Sr. Civil Engineer  
Long Range Planning Division  
Community Development Agency

Dated: 5/16/17

**Requesting Department Concurrence:**

By:   
Roger Niello, Interim Director  
Community Development Agency

Dated: 5/17/17

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

--COUNTY OF EL DORADO--

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

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


Board of Supervisors  
"County"

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

By: \_\_\_\_\_  
Deputy Clerk

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

--DOKKEN ENGINEERING--

By:   
Richard T. Liptak  
President  
"Consultant"

Dated: 5/16/17

By:   
Cathy Chan  
Secretary

Dated: 5/16/2017

# DOKKEN ENGINEERING

## Exhibit A

### Scope of Work

#### **PROJECT DESCRIPTION**

Cameron Park Drive is projected to require improvements by 2035 in order to meet Level of Service (LOS) General Plan policies. El Dorado County (County) has a signed Caltrans 2008 Project Study Report – Project Development Support (PSR-PDS). The preferred alternative from the PSR-PDS was used to develop a cost estimate for the Major Capital Improvement Program (CIP) and Traffic Impact Mitigation (TIM) Fee Program Update that was adopted in December 2016.

The 2008 PSR-PDS cost estimate was adjusted to 2015 dollars for a value just over \$87 million dollars. As County and County's consultant were updating the TIM fee program, frequent updates were given to County's Board of Supervisors (BOS). County's BOS directed staff to keep the interchange improvements in the program, but to prepare an updated alternative analysis to investigate the potential of a less expensive solution that provides the appropriate LOS. Several alternatives were evaluated in 2010; however, no changes were made to the PSR-PDS. One (1) alternative, the diverging diamond configuration, was vetoed by Caltrans during the preparation of the 2008 PSR-PDS; however, the configuration is now considered acceptable under certain conditions and will be considered under the updated alternative analysis.

The purpose of this current alternative analysis is to develop an alternative, or alternatives, that meet LOS and operational requirements at a lower cost and reduced impacts than the alternatives contained in the 2008 PSR-PDS. The most viable alternatives will then be further vetted with Caltrans as part of the PSR/Project Report (PR) process, which is not a part of this alternative study.

The current alternative analysis will focus on the interchange area extending along the mainline one thousand five hundred (1,500) feet on either side of the Cameron Park Drive undercrossing, and along Cameron Park Drive from five hundred (500) feet north of Palmer Drive to five hundred (500) feet south of Coach Lane. Consultant shall coordinate with County and County's traffic engineering consultant on an analysis that may coincide with the completion of other improvements in either the build or design year. This Scope of Work does not include plan development or cost estimating outside the interchange area described herein.

#### **DELIVERABLES**

Unless otherwise indicated below, Consultant shall submit all deliverables in accordance with ARTICLE I, Scope of Services, and as described in the Tasks and

subtasks herein. Consultant shall discuss and identify the schedule for the Tasks below with County's Contract Administrator (CA) prior to beginning work on the tasks. Due to any unforeseen delays, adjustments to the schedules may be requested by Consultant and shall be approved in advance in writing by County's CA (may consist of an email).

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

Draft deliverables shall be submitted in electronic Microsoft Word (MS Word), Excel, and/or AutoCAD format, as appropriate, to County's CA unless otherwise stated. Final deliverables shall be submitted in Adobe Portable Document Format (PDF) and AutoCAD, as appropriate, to County's CA unless otherwise stated. The budgeted cost includes up to two (2) rounds of review by County for all deliverables unless otherwise stated.

### **SCOPE OF WORK**

Consultant shall complete the tasks identified in the scope of work below to prepare the Cameron Park Drive Interchange Alternative Analysis Project (Project).

#### **Task 1: Initiate Project and Collect Data**

Consultant shall identify all data, related reports, engineering studies, and development project applications that pertain to the update effort. Consultant shall provide County with a draft and final Technical Memorandum 2: Data and Reports Required for Cameron Park Drive Interchange Alternatives Analysis, detailing the information that is required. This Scope of Work assumes County will provide topographic base files at an accuracy acceptable to County for use in this study, and provide design files in digital format (suitable to use in AutoCAD or Microstation) for the alternatives contained in the PSR-PDS.

Project initiation shall begin with an all hands kick-off meeting and up to three (3) follow-up meetings or written and/or verbal communication, as necessary, to accomplish all Project initiation efforts. Consultant shall clarify topics that have a direct bearing on the precise objectives and scope of Consultant's Project team efforts.

The following are key topics to be clarified during Project initiation:

- Available Data and Assembly;
- PSR-PDS, Subsequent Studies and Proposed Caltrans Improvements - There have been multiple studies conducted since the Caltrans 2008 PSR-PDS was signed in 2008. Major road construction projects in the area include the US 50 Highway Occupancy Vehicle (HOV) lanes that begin/terminate at Cameron Park Drive;



- Performing the Alternatives Analysis;
- Caltrans Coordination/Involvement; and
- Public Engagement Level and Presentation - Consultant shall coordinate with County to develop the level of public outreach necessary throughout the Project.

Consultant shall prepare an agenda for the kick-off meeting and coordinate in advance with County and County's traffic engineering consultant on content and distribution.

**Deliverables:**

- Kick-Off Meeting Agenda.
- Technical Memorandum 1: Project Kick-Off Meeting Summary in MS Word and PDF formats.
- Draft Technical Memorandum 2: Data and Reports Required for Cameron Park Drive Interchange Alternatives Analysis. Includes one (1) revision based on County comments in MS Word format.
- Final Technical Memorandum 2: Data and Reports Required for Cameron Park Drive Interchange Alternatives Analysis in MS Word and PDF formats.

**Meetings:**

- Attend one (1) all hands in-person kick-off meeting.
- Attend up to three (3) in-person or conference call meetings with County and Consultant to coordinate schedule and tasks.

**Task 2: Survey Physical Inventory and Traffic Conditions**

County will provide Consultant with the existing data on physical and traffic conditions in the study area. The observed road and traffic conditions shall be utilized to relate the traffic analysis back to the ground truth. Consultant shall gather and/or verify prevailing lane configuration, posted speed, distances between intersections and ramps, traffic control, verification of existing right-of-way (ROW), above grade utilities, status of land development projects, and other visible features that could significantly impact the design and cost. The study area physical inventory shall be supplemented by existing geographic information system (GIS) data from County. Consultant shall prepare and submit a GIS Project Area Inventory Map. All inventory results shall be displayed over aerial pictures of the study area. No topographic or aerial survey work is included in this scope. The aerial background for the mapping will be provided by County or from online sources.

Consultant shall coordinate with County to send utility company letters requesting existing utility information in order to estimate the costs of resolving potential utility conflicts. Consultant shall prepare a Utility Base Map from the information obtained.

County will provide existing ROW documentation for Consultant to use in creating a ROW base file. Consultant shall review the file and compare it to existing fencing and other visible in field features and note any significant discrepancies in the GIS Project Area Inventory Map.

**Deliverables:**

- GIS Project Area Inventory Map in ARC GIS and PDF formats.
- Utility Base Map ARC GIS and PDF formats.

**Task 3: Alternative Screening Evaluation**

Consultant shall coordinate with County's traffic engineering consultant to develop draft and final preliminary design plans and interchange/intersection design alternatives to be considered for the ultimate configuration in lieu of the existing alternative programmed in the CIP (i.e., Type L1/L7 Compact Diamond/Partial Cloverleaf). Consultant shall take the lead role in the alternative screening, and County's traffic engineering consultant will take an active role and provide regular input. County's traffic engineering consultant's role may include some or all of the following: providing input on traffic operational characteristics of Consultant's proposed design alternatives, suggesting modifications to Consultant's design alternatives, and proposing design alternatives. The intent is to provide early input to Consultant to minimize throwaway efforts for alternatives that are not likely to be acceptable from a traffic perspective, prior to taking the conceptual design too far. County's traffic engineering consultant may also propose modifications to Consultant's design concepts that will enhance the traffic operational characteristics. County's traffic engineering consultant may also propose new and/or innovative options that may conceptually work for traffic (e.g., diverging diamond), but would need to be screened by Consultant for feasibility.

In coordination with County's traffic engineering consultant, Consultant shall screen the interchange alternatives for consideration at the conceptual level based on factors including, but not limited to, traffic operations, roadway design standards, ROW constraints, Project cost, environmental impacts, and general constructability and feasibility. Consultant and County's traffic engineering consultant shall screen various conceptual alternatives prior to proposing up to six (6) alternatives. County will provide Consultant prior alternatives reviewed by County's BOS as a starting point. Note that other alternatives not allowed by Caltrans in the past, but are possibly allowed now, should be included as an alternative for the current analysis (i.e., Diverging Diamond). An operational assessment completed by County's traffic engineering consultant shall be used to assess the appropriateness of the design alternatives. The initial analysis shall result in four (4) alternatives to be considered by County's BOS. Consultant shall prepare a draft and final Technical Memorandum 3: Cameron Park Interchange Capacity Alternative Screening Evaluation.

Using the outcome of the operational assessment, County's traffic engineering consultant will provide Consultant with all traffic-related information necessary for Consultant to schematically layout up to four (4) interchange/intersection alternatives,

which shall illustrate the design year footprint, number of approach, departure, and turn lanes, length of turn pockets, alignment of approaches and departures, pedestrian and bicycle facilities, and impacts to structures, retaining walls, and traffic control. County's traffic engineering consultant's traffic-related information includes intersection lane configurations, length of turn pockets, pedestrian and bicycle facilities, and traffic control.

Consultant shall prepare a comparative analysis of interchange/intersection performance measures in matrix format to illustrate technical differences between each interchange configuration considered. A narrative of this analysis shall be included in the Technical Memorandum 3: Cameron Park Interchange Capacity Alternative Screening Evaluation. Potential performance measures that could facilitate comparison among configurations include, but are not limited to, average delay, volume to capacity ratio, queues, Vehicle Miles Traveled (VMT), impacts to private property, and costs. Consultant shall consider the following elements that may impact Project cost:

- ROW impacts;
- Services and utilities;
- Topography and grade;
- Non-standard design features (if any);
- Impact to existing overpass structures; and
- Retaining walls.

The Project cost elements shall be based upon delivery year and shall include:

- Brief Project description with Project type, name, and location map;
- Area observations and context;
- Project length, number of lanes and/or quantity, and grade;
- Preliminary engineering and environmental documentation costs;
- Project plans, specifications, and estimate costs;
- ROW cost including utilities;
- Construction cost based on the Caltrans Six-Page Cost Estimate format;
- Construction support; and
- Contingency assumptions.

Consultant shall prepare a Caltrans Six-Page Cost Estimate in accordance with the Caltrans Six-Page Cost Estimate format and shall use the latest version of the *Caltrans Project Development Procedures Manual*. Construction items in the Six-Page format shall be rolled-up to populate the TIM Fee Program Nexus Study. The schedule dates shall be portrayed from Project initiation through construction.

To ensure that the geometrics and estimates are realistic, and reflect the latest industry standard of practice, Consultant shall utilize the latest version of the *Caltrans Highway Design Manual* for State facilities, the latest version of the County Design and Improvements Standards Manual, and the latest version of the American Association of

State Highway and Transportation Officials, *A Policy on Geometric Design of Highways and Streets*, where appropriate.

The unit costs for construction items shall be based on current bids from County, Consultant's project archives, and Caltrans Office Engineer data. The latest versions of the *Caltrans Highway Design Manual* and *Bridge Design Practice Manual* shall also be used.

Consultant shall participate in up to four (4) conference call meetings and two (2) in-person meetings with County and County's traffic engineering consultant to discuss analysis details under this Task. Consultant shall prepare meeting agendas and summaries for the meetings as requested by County.

**Deliverables:**

- Schematic layouts and preliminary structure types for up to four (4) interchange/intersection alternatives in AutoCad and PDF formats.
- Caltrans Six-Page Cost Estimate in Excel and PDF formats.
- Draft Technical Memorandum 3: Cameron Park Interchange Capacity Alternative Screening Evaluation. Includes up to three (3) revisions based on County's and Caltrans comments in MS Word format.
- Final Technical Memorandum 3: Cameron Park Interchange Alternative Screening Evaluation in MS Word and PDF format.
- Draft Preliminary Design Plans for Design Alternatives. Includes up to three (3) revisions based on County's and Caltrans comments in AutoCad and PDF formats.
- Final Preliminary Design Plans for Design Alternatives in AutoCad and PDF formats.
- Meeting agendas and summaries in PDF format.

**Meetings:**

- Up to four (4) conference call meetings and two (2) in-person meetings

**Task 4: Public Outreach**

To ensure maximum participation by individuals and businesses in the Cameron Park Area, County will implement a public outreach effort and Consultant shall participate in the public outreach. Consultant shall assist County with the preparation of the PowerPoint presentation, including providing graphics and other materials, as requested, in support of County's public workshop presentations.

The plan focuses on three (3) main goals:

- To provide impacted parties ample opportunities to share ideas, concerns, and priorities for the Cameron Park Drive Interchange project;
- To provide a transparent and accessible process making it as easy as possible to share those ideas; and

- To ensure that impacted parties feel that County has given their ideas and concerns ample consideration.

Consultant's public outreach efforts shall include:

#### County's BOS Study Sessions

Consultant shall attend up to three (3) Study Sessions with County's BOS to provide early and regular input on the Project. Consultant shall prepare a draft and final Technical Memorandum 4: Alternatives Analysis Process.

#### Public Workshops

Consultant shall attend two (2) traditional public workshops to provide an opportunity for residents and all interested parties to share concerns and pose questions relative to the Project. County and Consultant's Project team shall test the content and format of the workshop with County prior to the workshops in a rehearsal session at County's office. Consultant shall assist County with the preparation of the PowerPoint presentation, including providing graphics and other materials, as requested, in support of County's public workshop presentations. The workshop shall include:

- PowerPoint presentation giving an overview of the Project design history of the interchange;
- Facilitated discussion/question and answer (Q&A) session regarding the process and any concerns; and
- Review of comments received.

#### Web Site and Social Media

Consultant shall assist County, as requested by County's CA, as they update the website, create an eBlast database for interested public, and create outreach tools to engage the news media throughout the duration of the Project.

#### Collateral Development

Consultant shall assist with, as requested by County's CA, appropriate collateral materials and public outreach tools to support County. This shall include development of fact sheets, frequently asked questions (FAQs), and other materials, as well as assistance with development of posters/flyers promoting upcoming meetings and County's BOS workshops and presentations.

#### **Deliverables:**

- Draft and final Technical Memorandum 4: Alternatives Analysis Process. Includes up to one (1) revision based on County's and Caltrans comments in MS Word format.
- Final Technical Memorandum 4: Alternatives Analysis Process in MS Word and PDF formats.

### **Task 5: Project Administration**

Throughout the duration of the Agreement and Project, Consultant shall complete the following administrative tasks:

- Prepare and maintain the Project Schedule;
- Prepare monthly progress reports that shall be submitted with invoices;
- Prepare and provide quality control for all deliverables;
- Ensure Project remains on-task, on-time, and on-budget;
- Submit a draft invoice to County prior to completing work for the first Project invoice period. This shall allow County to identify any invoice modifications necessary prior to actual invoicing; and
- Prepare and submit monthly invoice prior to the fifteenth (15<sup>th</sup>) day of each month for work completed in the preceding calendar month.

#### **Deliverables:**

- Project schedule, updated as necessary (to be determined by County's CA).
- Initial draft invoice.
- Monthly invoices with monthly progress reports.

### **Task 6: Contingency Work**

County may require Consultant to perform additional scope items or Contingency Work. Such Contingency Work may supplement, expand, or otherwise modify the Scope of Work or may include, but not be limited to, tasks that are deemed critical or necessary to complete the Project on schedule by County's CA.

Before proceeding with any Contingency Work under this Agreement, the parties shall identify the specific services to be provided for each assignment. Consultant shall submit the Contingency Work in a written letter format, including a description of the work to be done, a schedule, and a not-to-exceed amount to complete the work, which shall require prior approval by County's CA and issuance of a written Work Order.

# Dokken Engineering

## Exhibit B

### Rate Schedule

Professional and supporting staff services shall be billed at the following hourly billing rates:

<b>MANAGEMENT</b>	Project Manager / Principal Engineer	\$220.00 - \$260.00
	QA/QC Manager	\$195.00 - \$250.00
<b>DESIGN</b>	Geometric Specialist	\$195.00 - \$250.00
	Roadway Project Engineer	\$135.00 - \$200.00
	Structures Project Engineer	\$155.00 - \$200.00
	Senior Engineer	\$150.00 - \$200.00
	Associate Engineer	\$105.00 - \$165.00
	Assistant Engineer	\$70.00 - \$110.00
	Senior CAD/Detailer	\$95.00 - \$180.00
	CAD/Detailer / Engineering Technician	\$55.00 - \$110.00
<b>ENVIRONMENTAL</b>	Environmental Manager	\$185.00 - \$240.00
	Senior Environmental Planner	\$135.00 - \$165.00
	Associate Environmental Planner	\$95.00 - \$145.00
	Environmental Planner	\$60.00 - \$110.00
<b>RIGHT OF WAY</b>	Right of Way Manager	\$135.00 - \$175.00
	Senior Right of Way Agent / Specialist	\$135.00 - \$175.00
	Right of Way Agent / Specialist	\$100.00 - \$145.00
	Right of Way Assistant / GIS Technician	\$60.00 - \$110.00
<b>SURVEYING</b>	Professional Land Surveyor	\$125.00 - \$195.00
	* 1 Man Survey Crew	\$185.00 - \$225.00
	* 2 Man Survey Crew	\$225.00 - \$275.00
	Office Surveyor	\$85.00 - \$115.00
<b>CONSTRUCTION</b>	Construction Manager	\$150.00 - \$225.00
	Resident Engineer / Office Engineer	\$110.00 - \$175.00
	* Senior Inspector – Day	\$125.00 - \$175.00
	* Senior Inspector – Night / Saturday / OT	\$145.00 - \$195.00
	* Senior Inspector – Sunday / Holiday	\$165.00 - \$225.00
	* Inspector – Day	\$125.00 - \$175.00
	* Inspector – Night / Saturday / OT	\$145.00 - \$195.00
	* Inspector – Sunday / Holiday	\$165.00 - \$225.00

Ordinary supplies and equipment and mileage are included in the above hourly rates. The following are considered items of special charge and shall be billed at the following rates:

Construction Vehicle / Truck	\$80/day
Survey Equipment w/ Truck	\$25/hour
Outside Reproduction	Actual Cost
Permit Fees / Public Notice Advertisements	Actual Cost
Record Search Fees / Mapping Fees / Title Reports	Actual Cost
Room and Equipment Rentals	Actual Cost
Traffic Control	Actual Cost
Utility Potholing	Actual Cost

\* Classification subject to California Prevailing Wage

# Dokken Engineering

## Exhibit C

### Cost Proposal

#### Scope of Work

Task 1 - Initiate Project and Collect Data	\$15,840
Task 2 - Survey Physical Inventory and Traffic Conditions	\$24,880
Task 3 - Alternative Screening Evaluation	\$115,080
Task 4 - Public Outreach	\$23,380
Task 5 - Project Administration	\$15,280
Task 6 - Contingency Work	\$3,880
<b>Total Cost Proposal</b>	<b><u>\$198,340</u></b>

All Expenses and their distribution among Tasks 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 services to be provided in accordance with this budget, Consultant may request to reallocate the expenses listed herein among the various Tasks 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.