

**Cooper, Thorne & Associates, Inc.,
dba CTA Engineering & Surveying**

**Engineering Services in Support of the
Diamond Springs Parkway - Phase 1 Project**

AGREEMENT FOR SERVICES # AGMT 08-1748

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 Cooper, Thorne & Associates, Inc., a corporation duly qualified to conduct business in the State of California, doing business as CTA Engineering & Surveying whose principal place of business is 3233 Monier Circle, Rancho Cordova, California 95742 (hereinafter referred to as "Consultant");

RECITALS

WHEREAS, County has determined that it is necessary to obtain a consultant to assist its Department of Transportation with engineering services in support of the Diamond Springs Parkway-Phase 1 Project (hereinafter referred to as "Project");

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

WHEREAS, it is the intent of the parties hereto that such services be in conformity with all applicable federal, state and local laws and ordinances applicable to the work, including compliance with prevailing wage rates and their payment in accordance with California Labor Code, Section 1775;

WHEREAS, County has determined that the provision of such services provided by Consultant are in the public's best interest, and authorized by El Dorado County Charter, Section 210(b)(6) and/or Government Code Section 31000;

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

ARTICLE I

Scope of Services: Consultant agrees to furnish personnel, materials, equipment and services necessary to provide project planning services, design engineering services, utility coordination services, right-of-way engineering services, and other preliminary project delivery support services limited to advancing the Project to the 30% plans, specifications and estimate (PS&E) design phase including, but not limited to, those tasks identified in Exhibit A, marked "Base Scope of Work," incorporated herein and made by reference a part hereof.

In addition to the specific services identified in Exhibit A, "Base Scope of Work," this Agreement may also include Optional Tasks related to the Base Scope of Work ("Optional Base Scope Tasks") as subsequently identified in the course of this Agreement by the Contract Administrator. Such Optional Base Scope Tasks may supplement, or modify the Base Scope of Work or may include, but not be limited to, tasks that are deemed critical by the Contract Administrator to the furtherance of completing the 30% PS&E design phase of the Project.

Before proceeding with any work concerning Optional Base Scope Tasks under this Agreement, the parties will identify the specific services to be provided for each assignment in individual Task Orders to be issued in accordance with this Agreement.

The specific services for each assignment shall be determined at a meeting or telephone conference between Consultant and County's Contract Administrator, or designee, to discuss the needs, applicable design standards, required deliverables, specific Consultant staff, and any task-related mileage budget, if applicable, on a task-by-task basis. Following the meeting, Consultant shall provide the Contract Administrator with a written scope of work, a schedule including a list of tasks with completion dates, a target completion date for the overall scope of work, and a not-to-exceed cost itemization to complete the work (resulting in a Task Order), which shall require written approval, authorization, and written notification to proceed from County's Contract Administrator, prior to commencement of the work. No payment will be made for any Optional Base Scope Task work performed prior to approval and full execution of the Task Order, and no payment will be made for amounts in excess of the not-to-exceed amount of the Task Order.

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

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

If a submittal is required to be an electronic file, Consultant shall produce the file in Microsoft Word 2003, Microsoft Excel 2003, Microsoft Project 2003, Autodesk Civil 3D 2008 or other engineering software approved by County's Contract Administrator. All deliverables shall be submitted in language, format and design that are compatible with and completely transferable to County's computer and engineering applications and that are acceptable to County's Contract Administrator. Newer versions of software may be used if approved by County's Contract Administrator or designee. Failure to submit the requested deliverables in the format required shall be grounds for termination of the Agreement, as provided in Article XVIII, Default, Termination, and Cancellation herein.

Additional Scope of Work

Upon completion of the Base Scope of Work and any Optional Base Scope Tasks assigned, County will determine whether to proceed with design of the project beyond the 30% PS&E phase through its own forces or otherwise, in which case this Agreement will conclude, or whether to amend this Agreement to identify and provide a scope of work, cost breakdown, and deliverables schedule for additional services beyond the 30% PS&E design phase of the Project, which may include design and related services up to the 100% PS&E phase of the Project (the "Additional Scope of Work"). In the event that County determines to have Consultant proceed with the Additional Scope of Work, Consultant agrees to perform the then identified scope of work under the same general terms and conditions of this Agreement, and under the same billing rates set forth in Exhibit B, marked "Fee Schedule," incorporated herein and made by reference a part hereof.

ARTICLE II

Term: This Agreement shall become effective when fully executed by both parties hereto and shall expire one year thereafter.

ARTICLE III

Compensation for Services: For services provided herein including all deliverables described in the Base Scope of Work or in any individual Task Orders issued for Optional Base Scope Tasks pursuant to this Agreement, and including the progress reports required in Article VI, Progress Reports below, County agrees to pay Consultant monthly in arrears. Payment shall be made within thirty (30) days following County receipt and approval of itemized invoices detailing services rendered.

For the purposes hereof, the billing rates shall be in accordance with Exhibit B, marked "Fee Schedule," herein. The hourly salary rates indicated in Exhibit B are effective through November 30, 2009 and are subject to annual increases of no more than five percent (5%) per year, beginning on December 1, 2009.

Reimbursement for mileage expenses, if applicable, shall not exceed the rates to be paid to County employees under the current Board of Supervisors Travel Policy at the time the mileage expenses are incurred. Any reimbursements for mileage expenses under any Optional Base Scope Tasks will only be made if such expenses are included in the budget of an approved and fully executed Task Order issued pursuant to this Agreement.

Travel costs (i.e., overnight lodging, meals, parking, airfare, bridge tolls and other per diem expenses other than mileage) will not be reimbursed for any services performed under this Agreement.

For the purposes of budgeting the items of work identified in Exhibit A, Base Scope of Work, the maximum allowable billing amounts for each item of work are described in Exhibit C, marked "Cost Proposal," incorporated herein and made by reference a part hereof. The amounts indicated in Exhibit C represent the composition of the total not-to-exceed budget for the various items of work. In the performance of the scope of services

to be provided under this Agreement, Consultant may request to reallocate the amounts listed in Exhibit among the various items of work identified therein, subject to the Contract Administrator's written approval. In no event shall the not-to-exceed amount of the Base Scope of Work be exceeded, nor shall the total not-to-exceed amount of the Contract be exceeded.

The total amount for services to be provided under the Base Scope of Work in accordance with Exhibits A and C hereto shall not exceed \$155,000 inclusive of all costs and expenses.

The total amount for all Optional Base Scope Tasks, if any, which may be assigned in accordance with this Agreement, shall not exceed \$20,000, inclusive of all Task Orders, costs and expenses. The not-to-exceed amount of each individual Task Order so assigned shall not exceed the amount specified in each Task Order, unless County's Contract Administrator and Consultant amend the Task Order in writing.

The total amount of this Agreement, including all of the services detailed in Exhibit A and including any Optional Base Scope Tasks which may be assigned, and inclusive of all costs, expenses and Task Orders shall not exceed \$175,000.

Itemized invoices shall follow the format specified by County and shall reference this Agreement number both on their faces and on any enclosures or backup documentation. If Task Orders are issued pursuant to this Agreement, Consultant shall bill County for only one Task Order per invoice and shall include the Task Order number on each invoice. Consultant shall attach copies of any progress reports required under the provisions of Article VI, Progress Reports, that relate to the services being billed, as backup documentation to any invoices submitted for payment under the terms of this Agreement. Any invoices which include charges for outside expenses shall be accompanied by backup documentation to substantiate Consultant's actual cost for each outside expense item billed. Copies of documentation attached to invoices shall reflect Consultant's charges for the specific services billed on those invoices. Invoices shall be mailed to County at the following address:

County of El Dorado
Department of Transportation
2850 Fairlane Court
Placerville, California 95667
Attn: Administration Division-Accounts Payable

or to such other location as County directs.

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

ARTICLE IV

Standards for Work: Engineering services rendered under this Agreement shall be performed in accordance with current County and Caltrans design criteria, regulations, policies, procedures, manuals, and standards, including the guidelines set forth in the current editions of the *AASHTO Green Book - A Policy on Geometric Design of Highways and Streets*, the *Caltrans Highway Design Manual*, the *Caltrans Plans Preparation Manual*, the *Caltrans Local Assistance Procedures Manual*, the *El Dorado County Design and Improvements Standards Manual* and all other applicable Caltrans, state and local laws, County guidelines and accepted industry standards, and shall be performed in a safe, professional, skillful and workmanlike manner in accordance with good engineering practices.

All of Consultant's services and deliverables must adhere to current County and Caltrans requirements for project development and shall be made available to County and Caltrans for review and approval at stages specified in the Base Scope of Work and in the individual Task Orders issued pursuant to the Agreement, if any, and as directed by the Contract Administrator.

Plans, specifications and estimates shall be prepared in conformance with the standards, design criteria, regulations, policies, procedures, manuals and guidelines stated herein above. As part of the work involved in the preparation of the plans, specifications and estimates, Consultant may be required to prepare and furnish special provisions for items of work included in the plans which are not covered by the Caltrans Standard Specifications and Caltrans' approved standard special provisions.

Consultant has full responsibility for the accuracy and completeness of the plans and related designs, specifications, estimates, reports and such other documents that may be required for the items of work assigned. Assistance, cooperation and oversight by County, Caltrans or other regulatory agencies will not relieve Consultant of this professional responsibility.

All work must be performed and work products prepared in a format and manner customarily anticipated by the appropriate approving agencies.

ARTICLE V

Quality Control: Consultant shall have a quality control plan in effect during the entire time work is being performed under this Agreement. Consultant shall provide County's Contract Administrator with a general overview of Consultant's quality control plan in the form of a written outline. Consultant shall also identify critical quality control reviews for the major deliverables within the Base Scope of Work and within each Task Order schedule, if applicable. The plan shall take into account the following:

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

- B. Consultant is responsible for the accuracy and completeness of all data, plans, specifications, drawings and estimates prepared by Consultant and Consultant shall check all such material accordingly.
- C. Consultant is responsible for a detailed review of design components and related details, and the accuracy with which such designs are depicted on the plans and the details.
- D. Plans, designs, estimates, calculations, reports and other documents furnished under each item of work or under each Task Order, if applicable, shall be of a quality acceptable to County's Contract Administrator.
- E. A design, estimate, calculation, report or other document furnished under each item of work or Task Order, if applicable, is of acceptable quality when it is neat in appearance, well-organized, technically and grammatically correct, and checked.
- F. The minimum standard of appearance, organization and content of the drawings and reports shall be that of similar types utilized by County. County will provide examples to Consultant upon request.
- G. The page identifying the preparer of engineering reports, the title sheet for specifications, and each sheet of plans shall bear the professional seal, certificate number, registration classification, expiration date of the certificate, and the signature of the professional engineer(s) responsible for their preparation.
- H. Consultant shall maintain a complete Project file for each item of work or Task Order, if applicable, performed under this Agreement. This file shall be made available to the County's Contract Administrator, or designee, during normal County working hours and shall be transferred to County upon completion of work under this Agreement.

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

ARTICLE VI

Progress Reports: Consultant shall submit progress reports to the 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 the Contract Administrator to determine if Consultant is performing to expectations and is on schedule, to provide communication of interim findings, and to afford occasions for airing difficulties or special circumstances encountered so that remedies can be developed. County's review of these reports will ensure that Consultant's work meets a level of acceptability as determined by the Contract Administrator, and Consultant shall be required to modify its work as necessary to meet that level of acceptability as defined by the Contract Administrator. Separate detail shall be provided

for each ongoing item of work or Task Order, if applicable. Progress reports shall include the total number of hours worked by Consultant 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

Licenses: Consultant represents that it is duly licensed in good standing by the State of California to perform the services under this Agreement, and that Consultant shall maintain said licenses in good standing throughout the term of this Agreement.

ARTICLE VIII

Business License: The County 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 the County Business License Ordinance prior to beginning work under this Agreement and at all times during the term of this Agreement.

ARTICLE IX

Ownership of Data: Upon completion or earlier termination of all services under this Agreement, or upon the completion of services provided in accordance with individual Task Orders issued pursuant to this Agreement, if any, 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 provided under this Agreement.

ARTICLE X

Consultant's Project Manager: Consultant designates David R. Crosariol, President, as its Project Manager for this Agreement. Consultant's Project Manager, or County-approved designee, shall be accessible to County's Contract Administrator, or designee, during normal County working hours and shall respond within twenty-four (24) hours to County inquiries or requests. Consultant's Project Manager shall be responsible for all matters related to Consultant's personnel and operations including, but not limited to (1) assigning qualified personnel to perform the work and to prepare the deliverables required by the various items of work; and (2) reviewing, monitoring, training and directing Consultant's personnel.

ARTICLE XI

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

ARTICLE XII

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

ARTICLE XIII

Confidentiality:

- A. Consultant shall maintain the confidentiality and privileged nature of all records, including billing records, all financial, statistical, personal, technical, or other data and information relative to County's operations together with any knowledge therein acquired, in accordance with all applicable state and federal laws and regulations, as they may now exist or may hereafter be amended or changed. Consultant, and all Consultant's staff, employees and representatives shall not use or disclose, directly or indirectly at any time, any said confidential information, other than to County's Department of Transportation for the purpose of, and in the performance of, this Agreement.
- B. Permission to disclose information on one occasion shall not authorize Consultant to further disclose such information, or disseminate the same on any other occasion.
- C. Consultant shall not comment publicly to the press or any other media regarding this Agreement or County's actions on the same, except to County's staff or to Consultant's own personnel involved in the performance of this Agreement, at public hearings or in response to questions from a Legislative committee.
- D. Consultant shall not issue any news release or public relations item of any nature, whatsoever, regarding work performed or to be performed under this Agreement without prior review of the contents thereof by County, and receipt of the Contract Administrator's written permission.

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

ARTICLE XIV

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 XV

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

Consultant shall be responsible for performing the work under this Agreement in a safe, professional, skillful and workmanlike manner, in accordance with good engineering practices, and shall be liable for its own negligence and negligent acts of its employees. 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 XVI

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

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

ARTICLE XVII

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

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

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

ARTICLE XVIII

Default, Termination, and Cancellation:

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

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

- B. **Bankruptcy:** This Agreement, at the option of County, shall be terminable in the case of bankruptcy, voluntary or involuntary, or insolvency of Consultant.
- C. **Ceasing Performance:** County may terminate this Agreement in the event Consultant ceases to operate as a business, or otherwise becomes unable to substantially perform any term or condition of this Agreement.

D. Termination or Cancellation without Cause: County may terminate this Agreement in whole or in part upon seven (7) calendar days' written notice by County for any reason. If such prior termination is effected, County will pay for satisfactory services rendered prior to the effective dates, as set forth in the Notice of Termination provided to Consultant, and for such other services which County may agree to in writing as necessary for contract resolution. In no event, however, shall County be obligated to pay more than the 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. 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.

ARTICLE XIX

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

To County:

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

With a copy to:

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

Attn.: Matthew D. Smeltzer,
Supervising Civil Engineer,
West Slope Engineering Division

Attn: Tim C. Prudhel,
Contract Services Officer

or to such other location as County directs.

Notices to Consultant shall be addressed as follows:

Cooper, Thorne & Associates, Inc.,
dba CTA Engineering & Surveying
3233 Monier Circle
Rancho Cordova, California 95742

Attn.: David R. Crosariol,
President

or to such other location as Consultant directs.

ARTICLE XX

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 XXI

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.
- C. Automobile Liability Insurance of not less than \$1,000,000 is required in the event motor vehicles are used by Consultant in performance of the Agreement.
- D. In the event Consultant is a licensed professional and is performing professional services under this Agreement, Professional Liability Insurance is required with a limit of liability of not less than \$1,000,000.
- E. Consultant shall furnish a certificate of insurance satisfactory to County's Risk Management Division as evidence that the insurance required above is being maintained.
- F. The insurance will be issued by an insurance company acceptable to County's Risk Management Division, or be provided through partial or total self-insurance likewise acceptable to the Risk Management Division.
- G. Consultant agrees that the insurance required herein shall be in effect at all times during the term of this agreement. In the event said insurance coverage expires at any time or times during the term of this contract, Consultant shall immediately provide a new certificate of insurance as evidence of the required insurance coverage. In the event Consultant fails to keep in effect at all times insurance coverage as herein provided, County may, in addition to any other remedies it may have, terminate this contract upon the occurrence of such event. New certificates of insurance are subject to the approval of County's Risk Management Division, and Consultant agrees that no work or services shall be performed prior to the giving of such approval.

- H. The certificate of insurance must include the following provisions stating that:
1. The insurer will not cancel the insured's coverage without 30-day 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 all general and excess liability insurance policies.
- I. 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 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 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 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 XXII

Interest of Public Official: No official or employee of County who exercises any functions or responsibilities in review or approval of services to be provided by Consultant under this Agreement shall participate in or attempt to influence any decision relating to this Agreement which affects personal interest or the interest of any corporation, partnership, or

association in which he/she is directly or indirectly interested; nor shall any such official or employee of County have any interest, direct or indirect, in this Agreement or the proceeds thereof.

ARTICLE XXIII

Interest of Consultant: Consultant covenants that Consultant presently has no personal interest or financial interest, and shall not acquire the same in any manner or degree, in either: 1) any other contract connected with or directly affected by the services to be performed by this Agreement; or, 2) any other entities connected with or directly affected by the services to be performed by this Agreement. Consultant further covenants that in the performance of this Agreement no person having any such interest shall be employed by Consultant. Consultant hereby certifies that neither Consultant, nor any firm affiliated with Consultant will bid on any construction contract for any construction project resulting from this Agreement. An affiliated firm is one, which is subject to the control of the same persons through joint-ownership, or otherwise.

Consultant further certifies that neither Consultant, nor any firm affiliated with Consultant, will bid on any construction subcontracts included within the construction contract. Additionally, Consultant certifies that no person working under this contract is also employed by the construction contractor for any project included within this Agreement.

ARTICLE XXIV

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

ARTICLE XXV

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

ARTICLE XXVI

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 XXVII

Year 2000 Compliance: Consultant agrees that all hardware and software developed, distributed, installed, programmed, or employed as a result of this order will comply with ISO 9000 date format to correctly manipulate and present date-sensitive data.

Upon delivery of product and thereafter, the date and date logic component shall effectively and efficiently operate using a four-digit year.

Upon written notification by County of any hardware or software failure to comply with ISO 9000 date format, Consultant will replace or correct the failing component with compliant hardware or software immediately, at no cost to County.

ARTICLE XXVIII

Contract Administrator: The County Officer or employee with responsibility for administering this Agreement is Matthew D. Smeltzer, Supervising Civil Engineer, West Slope Engineering Division, Department of Transportation, 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 of the Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions will continue in full force and effect without being impaired or invalidated in any way.

ARTICLE XXXI

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.

Contract Administrator Concurrence:

By: _____
Matthew D. Smeltzer
Supervising Civil Engineer,
West Slope Engineering Division

Dated: _____

Requesting Department Concurrence:

By: _____
Richard W. Shepard, P.E.
Director of Transportation

Dated: _____

IN WITNESS WHEREOF, the parties 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 --

By: _____

Dated: _____

Board of Supervisors
"County"

Attest:
Suzanne Allen de Sanchez
Clerk of the Board of Supervisors

By: _____
Deputy Clerk

Dated: _____

**-- COOPER, THORNE & ASSOCIATES, INC.,
dba CTA ENGINEERING & SURVEYING--**

By: _____
David R. Crosariol
President
"Consultant"

Dated: _____

By: _____
Corporate Secretary

Dated: _____

Exhibit A

Base Scope of Work

BASE SCOPE OF WORK DESCRIPTION

Diamond Springs Parkway (DSP) begins at Missouri Flat Road near its intersection with the El Dorado Multi-Use Trail/Southern Pacific Railroad (SPRR), north of China Garden Road and eastward to State Route 49 (SR-49) "Diamond Road," and continuing south to Pleasant Valley Road into the town of Diamond Springs.

The project will include improvements for a four-lane divided DSP; widening of Missouri Flat Rd to four lanes from Golden Center Parkway to DSP; realignment and widening of SR-49 "Diamond Road" to a major two-lane highway; a new frontage road along SR-49 "Diamond Road" from 4177 SR-49 "Diamond Road" to Black Rice Road and a new road connection between Bradley Drive and Truck Street. The project will include improvements to transition to the Parkway on Missouri Flat Road (south to China Garden), Old Depot Road, Throwita Way, Truck Street, Bradley Drive, SR-49 "Diamond Road" (north to Truck Street), Lime Kiln Road, Black Rice Road and Happy Lane. Intersection improvements are required at Missouri Flat Road, China Garden Road, Throwita Way, SR 49 "Diamond Road," Lime Kiln Road, and Pleasant Valley Road/SR-49. The roadway will be coordinated with the construction of the El Dorado Multi-Use Trail and other pending development applications along the alignment.

The new roadway will have a design speed of fifty miles per hour (50 mph) and the proposed lane configurations will be the ultimate four-lane road as depicted in County's General Plan. The Project shall be designed in accordance with Article IV, Standards for Work of this Agreement.

SR-49/Diamond Road shall also be designed in accordance with Article IV, Standards for Work of this Agreement. County's Department of Transportation (DOT) plans to improve the roadway to a two-lane major highway with nearly all existing driveway encroachments eliminated.

The project will be based on preliminary (20% design) plans prepared by Cooper, Thorne & Associates, Inc., dba CTA Engineering & Surveying (CTA), dated March 10, 2008, under separate contract with a developer. CTA has assigned, and consented to the developer's assignment of, all of its right, title and interest in, to and under the work, work product, data, plans and documents, whether electronic or printed, including the work product associated with all of the work completed by CTA to date under that separate contract to the County of El Dorado at no cost to the County.

ITEM OF WORK A - PROJECT MANAGEMENT

CTA will provide project management for each Item of Work detailed in this Base Scope of Work. CTA's Project Manager (PM), David Crosariol, will proactively manage the project development process, assure key submittal milestone events are met, and ensure that County staff is kept informed on project issues. CTA will monitor submittals to assure that contract compliance and quality standards are met. Management activities will consist of meeting attendance, scheduling, coordination, and project administration. County will schedule meetings, prepare agenda items and compile project-meeting minutes for distribution.

Kickoff Meeting:

Although project meetings have been conducted since October 2007 with DOT staff, it is important for key personnel from County and CTA to officially meet and discuss the project background, scope, concept, schedule and management. Moreover, this will afford a chance to review the project at its 20% level within the context of the draft traffic study.

Project Development Team (PDT) Meetings:

PDT meetings will be held on a monthly basis. This scope provides for up to seven (7) PDT meetings that would be attended by the PM and Project Engineer

Utility Coordination Meetings:

Two (2) coordination meetings will be held with PG&E, AT&T and EID separately (six (6) meetings total) to coordinate conceptual utility relocations and new facilities.

Project Schedule:

CTA will provide a project schedule with monthly updates to show each Item of Work's start and end dates, duration and status. The schedule will be in compliance with Exhibit D, marked "Deliverables Schedule," incorporated herein and made by reference a part hereof. CTA shall maintain and coordinate the schedule with County.

Deliverables:

- **Meeting Attendance (14 meetings)**
- **Monthly Project Schedule Status/Updates (one [1] hard copy and an electronic MS Project 2003 version via email)**

ITEM OF WORK B - DRAFT 30% ROADWAY PLANS

Draft 30% roadway plans shall consist of project roadway typical sections, layouts, profiles, and super-elevation sheets, based on preliminary (20% design) plans.

One set of roadway plans will be prepared at 1" = 40' scale, in Autodesk Civil 3D 2008 format, and in accordance with the Caltrans *Plans Preparation Manual*. Layouts will be updated to comply with information contained in the Traffic Impact Analysis prepared by Kimley-Horn Associates, Inc., the draft EIR prepared by Michael Brandman Associates, the Preliminary Geotechnical Engineering Study by Youngdahl Consulting Group, Inc. dated February 2008 and with preliminary review comments from DOT dated 4-2-08. Drainage plans will include drainage systems in accordance with the Preliminary Drainage Study dated October 2008 by CTA and County's review comments. Layouts and Utility plans will include existing utility information obtained from utility companies, by County, from the "A" letter of the Utility ABC process. Layout and Utility plans will also show conceptual utility pole relocations and proposed water lines in accordance with utility coordination meetings.

The following types of plan sheets will be prepared. The anticipated numbers of plan sheets for each type is shown in parentheses (n).

Diamond Springs Parkway and SR 49:

Title Sheet (1)

Typical Cross-sections-DSP (2)

Typical Cross-sections-SR 49 (2)

Typical Cross-sections-Misc. connection roadways (2)

Survey and Control Diagram (1)

Key map (1)

Layouts (13)

Super-elevation (3)

Drainage Plans (18)

Utility Plans (13)

Striping Plans (13)

Quantity Sheets (2)

Retaining Wall Plans (2)

Deliverables:

- **Base drawing file comprising all existing topology in 2D at zero elevation (electronic Autodesk Civil 3D 2008 format posted on CTA's ftp site for County access)**
- **Surface drawing containing all contours, points and break lines (electronic Autodesk Civil 3D 2008 format posted on CTA's ftp site for County access)**
- **Master design file containing all alignments, profiles, geometrics, templates, assemblies, drainage structures, existing and proposed right of way and any other related data (electronic Autodesk Civil 3D 2008 format posted on CTA's ftp site for County access)**

- Any and all other CAD files, calculations and working documents relevant to the development of the draft 30% roadway plans (electronic Autodesk Civil 3D 2008 format posted on CTA's ftp site for County access)
- Draft 30% Roadway Plans (four [4] 24" x 36" hard copy sets; four [4] 11" x 17" hard copy sets; and electronic drawing files in Autodesk Civil 3D 2008 format posted on CTA's ftp site for County access)

ITEM OF WORK C - FINAL 30% ROADWAY PLANS

CTA will provide a Response to Comments regarding the Draft 30% plans and incorporate responses in the Final 30% roadway plans.

Deliverables:

- Response to Comments (one [1] electronic version via email)
- Updated master design file containing all alignments, profiles, geometrics, templates, assemblies, drainage structures, existing and proposed right of way and any other related data (electronic Autodesk Civil 3D 2008 format posted on CTA's ftp site for County access)
- Any additional or updated CAD files, calculations and working documents relevant to the development of the final 30% roadway plans (electronic Autodesk Civil 3D 2008 format posted on CTA's ftp site for County access)
- Final 30% Roadway Plans (two [2] 24" x 36" hard copy sets; four [4] 11" x 17" hard copy sets; and electronic drawing files in Autodesk Civil 3D 2008 format posted on CTA's ftp site for County access)

ITEM OF WORK D - PRE-CONSTRUCTION RECORD OF SURVEY

CTA will prepare a draft and final pre-construction record of survey in conformance with section 8771 of *The Professional Land Surveyors Act*, based on information and field surveys conducted under separate contract with developer. The record of survey shall be presented to the County Surveyor and filed for record

Deliverables:

- Draft and Final Pre-construction Record of Survey (one [1] 24" x 36" hard copy; two [2] 11" x 17" hard copy sets; and electronic files in Autodesk Civil 3D 2008 version posted on CTA's ftp site for County access)
- Recorded Pre-Construction Record of Survey (one [1] 24" x 36" hard copy set)

ITEM OF WORK E - RIGHT OF WAY ENGINEERING

CTA will coordinate with DOT and prepare the following based on final 30% design drawings:

- 1) A parcel list documenting all proposed land rights required for the project construction;
- 2) Right of Way/Easement Index map reflecting the required right of way, easements, current ownership and the Assessor's parcel numbers for each affected parcel;
- 3) Draft Plats, with calculated areas for all property and easement acquisitions for up to sixty-five (65) separate acquisitions on up to forty (40) parcels, based on final 30% roadway plans;
- 4) Revised Plats, in response to one (1) set of County comments.
- 5) Right of way exhibits, up to eight (8) separate exhibits, in support of the public outreach and negotiation efforts.

Deliverables:

- **Parcel list (one [1] electronic Word or Excel 2003 version via email)**
- **Right of Way/Easement Index map (one [1] 24" x 36" hard copy set; two [2] 11" x 17" hard copy sets; and one [1] electronic Autodesk Civil 3D 2008 version posted on CTA's ftp site for County access)**
- **Draft and Revised Plats (two [2] – 8-1/2" x 11" hard copy sets and one [1] electronic Autodesk Civil 3D 2008 version of each plat posted on CTA's ftp site for County access)**
- **Right of way exhibits (one [1] electronic set in Autodesk Civil 3D 2008 format posted on CTA's ftp site for County access)**

ITEM OF WORK F - 30% ENGINEER'S ESTIMATE

CTA shall provide a 30% Engineer's Estimate of construction costs based on the final 30% roadway plans. Quantities will be defined and developed in accordance with standard Caltrans pay items outlined in BEES (Basic Engineer's Estimating System). Previous bid prices will be utilized to the maximum extent practicable. Project cost summary will include supplemental work items and contingencies in accordance with latest DOT practices.

CTA will provide a draft 30% Engineer's Estimate for County review. CTA will incorporate response to County comments for final 30% Engineer's Estimate.

Deliverables:

- **Draft and Final 30% Engineer's Estimate (one [1] electronic Excel 2003 version via email)**

**Cooper, Thorne & Associates, Inc.,
dba CTA Engineering & Surveying**

Exhibit B

Fee Schedule

Billing rates for labor under this Agreement shall be based on actual salary rates times a factor of 2.73 (overhead and fringe benefits) plus a fee of 10% applied to the factored salary rates. For employee classifications subject to Prevailing Wage rates, compensation shall be based on the current General Prevailing Wage Schedule set forth by the California Department of Industrial Relations. Actual salary rates for each employee within a job classification will fall within the ranges set forth below. Hourly Salary Rates below are effective through November 30, 2009 and are subject to annual increases of no more than five percent (5%) per year, beginning on December 1, 2009.

Job Classification	Years of Experience	Hourly Salary Rates		
		Low	High	Average
Principal Engineer	20-25	\$75.00	\$85.00	\$80.00
Project Manager	15-20	\$49.00	\$56.00	\$52.50
Project Engineer	15-20	\$49.00	\$56.00	\$52.50
Planner	5-8	\$55.00	\$60.00	\$57.50
Engineer 1	5-10	\$36.00	\$44.00	\$40.00
Engineer 1	10-20	\$45.00	\$52.00	\$48.50
Engineer 2	3-6	\$30.00	\$36.00	\$33.00
Cadd Operator 1	8-15	\$35.00	\$40.00	\$37.50
Cadd Operator 2	1-3	\$20.00	\$26.00	\$23.00
Principal Surveyor	20-25	\$75.00	\$85.00	\$80.00
Project Surveyor	15-20	\$49.00	\$56.00	\$52.50
Office Surveyor	20-25	\$38.50	\$65.00	\$51.75
Field Supervisor	20-25	\$38.50	\$45.00	\$41.75
Survey Technician	3-5	\$26.50	\$32.00	\$29.25
Party Chief	15-20	\$37.51	\$40.77	\$39.14
Chainman 1	5-10	\$29.77	\$29.77	\$29.77
Chainman 2 (One Man Crew)	3-6	\$35.62	\$40.77	\$38.19
Project Accountant	20-25	\$35.00	\$45.00	\$37.50
Project Assistant	4-8	\$25.00	\$31.00	\$28.00
Clerical	1-3	\$15.00	\$18.00	\$16.50

OUTSIDE EXPENSES

Subject to the limitations in the Agreement, outside expenses incurred by Consultant under this Agreement shall be compensated at actual cost. These expenses may include, but shall not be limited to, costs for mapping, photographic or reproduction services; surveying and drafting supplies; equipment rental; fees for permits, filings, applications; services provided by professional firms and testing firms; postage and freight.

MILEAGE EXPENSES

Reimbursement for mileage expenses, if applicable, shall not exceed the rates to be paid to County employees under the current Board of Supervisors Travel Policy at the time the mileage expenses are incurred. Any reimbursements for mileage expenses under any Optional Base Scope Tasks will only be made if such expenses are included in the budget of an approved and fully executed Task Order issued pursuant to this Agreement, and are subject to the limitations in the Agreement.

**Cooper, Thorne & Associates, Inc.,
dba CTA Engineering & Surveying**

Exhibit C

Cost Proposal*

Base Scope of Work

Item of Work A - Project Management	\$20,700
Item of Work B - Draft 30% Roadway Plans	85,000
Item of Work C - Final 30% Roadway Plans	15,000
Item of Work D - Pre-Construction Record of Survey	4,300
Item of Work E - Right of Way Engineering	14,000
Item of Work F - 30% Engineer's Estimate	8,000

Labor Subtotal	\$147,000
Other Direct Costs	8,000
Total Proposed Base Scope Amount	\$155,000
Optional Tasks	\$20,000
Total Proposed Contract Amount	\$175,000

*The distribution of proposed costs and Items of Work are estimates only. This cost proposal budget represents the composition of the total not-to-exceed budget for this Agreement. In the performance of the work to be provided in accordance with this budget, Consultant may request to reallocate the amounts listed herein among the various Items of Work as long as the total not-to-exceed amount is not exceeded and subject to the Contract Administrator's written approval. In no event shall the not-to-exceed amount of the Base Scope of Work (\$155,000) be exceeded, nor shall the total not-to-exceed amount of the Contract be exceeded.

**Cooper, Thorne & Associates, Inc.,
dba CTA Engineering & Surveying**

Exhibit D

Deliverables Schedule

ITEM OF WORK	START	ESTIMATED DURATION
A – Project Management	NTP	Duration of contract
B – Draft 30% Roadway Plans	NTP	120 days
C – Final 30% Roadway Plans	After receipt of County Comments	45 days
D – Pre-Construction Record of Survey	NTP	30 days
E – Right of Way Engineering	After County Approval of Final 30% Design Plans	60 days
F – 30% Engineer’s Estimate	After County Approval of Final 30% Design Plans	30 days
Optional Tasks	TBD	TBD