

**R.E.Y. Engineers, Inc.**

**Environmental, Engineering Design, and Traffic Operations Support Services  
for the County Club Extension – Silva Valley Parkway to Tong Road Project  
#36105008**

**AGREEMENT FOR SERVICES #9671**

**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 R.E.Y. Engineers, Inc., a corporation duly qualified to conduct business in the State of California, whose principal place of business is 905 Sutter Street, Suite 200, Folsom, California 95630 (hereinafter referred to as "Consultant").

**R E C I T A L S**

**WHEREAS**, County has determined that it is necessary to obtain a Consultant to assist its Department of Transportation in performing environmental, engineering design, and traffic operations support services for the County Club Drive Extension – Silva Valley Parkway to Tong Road Project (Project);

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

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

**WHEREAS**, on January 17, 2025, Consultant was formally awarded competitive Request for Proposals (RFP) 24-0116 for environmental, engineering design, and traffic operation support services for the County Club Extension – Silva Valley Parkway to Tong Road Project;

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

## **ARTICLE I**

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

Consultant shall, at Consultant's own expense, furnish all personnel, subconsultants, equipment, tools, services, and materials necessary to perform various environmental, engineering design, and traffic operations support services, in accordance with the Standards for Work set forth identified in Exhibit A, and those services and tasks that are reasonably necessary for the completion of the work identified in the Scope of Work. Consultant shall complete those services and tasks in accordance with Exhibit B, marked "Cost Estimate", incorporated herein and made by reference a part hereof.

County will issue one (1) official Notice to Proceed for the work specified herein, with the exception of Optional Subtasks 3.06, 3.10, and Optional Tasks 4 and 5. Separate written Notices to Proceed will be issued for each of the Optional Tasks 4, 5, and Subtasks 3.06, and 3.10 if County determines this work is required. No payment will be made for any work performed prior to the effective date of the notice to proceed.

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

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

## **ARTICLE II**

**Term:** This Agreement shall become effective when fully executed by both parties hereto and shall expire three (3) years thereafter.

### **ARTICLE III**

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

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

Subconsultant's services, other outside services, and other direct costs including, at a minimum, materials, equipment, printing, special reproductions, and delivery charges, authorized herein, shall be invoiced at Consultant's cost, without markup, for the services rendered. Rates and fees included in such direct costs will require prior authorization from County's Contract Administrator. Any invoices that include subconsultant services and/or other direct costs shall be accompanied by backup documentation to substantiate Consultant's costs for the services being billed on those invoices.

Reimbursement for mileage expenses for Consultant and subconsultants, if applicable, shall not exceed the lesser of (1) the rates to be paid to County employees under the current Board of Supervisors Travel Policy at the time the mileage expenses are incurred; or (2) the rates authorized to be paid to rank and file state employees under the then current State of California Department Human Resources rules. Mileage reimbursement rates apply to Consultant and to any subconsultants authorized under this Agreement. There shall be no markups allowed on mileage, for Consultant or for any subconsultant. Any reimbursements for mileage expenses will only be made if such expenses are included in Exhibit C. The total amount payable by County shall not exceed the amount agreed to in this Agreement, unless County's Contract Administrator and Consultant amend this Agreement in writing and prior to the performance of the work.

For the purposes of budgeting the Tasks in Exhibit A, the billing amounts for each Task are identified in Exhibit B. In the performance of the scope of services to be provided under this Agreement, Consultant may request to reallocate the expenses listed in Exhibit B among the various Scope of Work Tasks and Optional Tasks identified, including reallocating such expenses between subconsultants identified in Exhibit B, subject to County Contract Administrator's prior written approval. In no event shall the total not-to-exceed amount of the Agreement, be exceeded.

The total amount of this Agreement shall not exceed \$508,682, inclusive of all costs, taxes, and expenses.

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

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

Attn.: Shanann Findley  
dotengineering@edcgov.us

or to such other location as County directs.

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

#### **ARTICLE IV**

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

#### **ARTICLE V**

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

#### **ARTICLE VI**

**Ownership of Data:** Upon completion or earlier termination of all services under this Agreement, ownership and title to all reports, documents, plans, maps, specifications, estimates, compilations, photographs, videos, and any and all other materials or data

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

## **ARTICLE VII**

**Standards for Work:** Environmental services provided under this Agreement shall be performed in accordance with, and in full compliance with, County and Caltrans, the National Environmental Policy Act (NEPA), Pub. L. 91-190, 42 U.S.C. 4321-4347, January 1, 1970, as amended by Pub. L. 94-95, July 3, 1975, Pub. L. 94-83, August 9, 1975, and Pub. L. 97-258, Section 4 (b), September 13, 1982, all NEPA guidelines and related regulations, the California Environmental Quality Act (CEQA), Public Resources Code Sections 21000 et. seq., and in full compliance with CEQA Guidelines, California Code of Regulations, Title 14, Chapter 3, Sections 15000 et. seq., such that the work will result in NEPA and CEQA certifiable environmental documents. Services shall further conform to all State of California statutes, regulations, and procedures (including those set forth in the Caltrans Local Assistance Procedures Manual and the Local Assistance Program Guidelines) relating to federal-aid programs, all Title 23 federal requirements, and all applicable federal laws, regulations, and policy and procedural or instructional memoranda.

All of Consultant's services and deliverables must adhere to current County and Caltrans for project development and shall be made available to County and Caltrans for review and approval at the appropriate stages specified or upon request by County's Contract Administrator.

Consultant has full responsibility for the accuracy and completeness of the deliverables, reports, and such other documents that may be required for the tasks or items of work assigned. Assistance, cooperation, and oversight by County, Caltrans, and 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 VIII**

**Quality Control:** Consultant shall have a quality control/quality assurance (QC/QA) plan in effect during the entire time work is being performed under this Agreement. Prior to the start of any work, Consultant shall provide County with its QC/QA plan and an outline of the project-specific quality control/quality procedures. Consultant shall identify quality control reviews to ensure compliance with the major deliverables within the Scope of Work for this Agreement.

## **ARTICLE IX**

**Prevailing Wage:** County requires Consultant's services on public works project(s) involving local and/or state funds to which prevailing wage requirements may apply. As a consequence, Consultant shall comply with all applicable state and federal prevailing wage rates, statutes, rules, and regulations then in effect. Consultant shall use the general prevailing wage rates determined by the Director of Industrial Relations for the county in which the work is to be done, which are available at the principal office of County's Department of Transportation. Changes, if any, to the general prevailing wage rates will be available at the same location.

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

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

## **ARTICLE X**

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

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

## **ARTICLE XI**

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

- A. The payroll records shall show the name, address, social security number, work classification, straight time and overtime hours worked each day and week, and the actual per diem wages paid to each journeyman, apprentice, worker, or other employee employed by Consultant or subconsultants in connection with the services provided under this Agreement.
- B. A certified copy of all payroll records enumerated above shall be available for inspection at all reasonable hours at the principal office of Consultant as follows:

1. Make available or furnish to the employee or his or her authorized representative on request.
2. Make available for inspection or furnished upon request to a representative of County, the State Division of Labor Standards Enforcement, and the Division of Apprenticeship Standards of the State Department of Industrial Relations.
3. Make available upon request by the public for inspection or copies thereof made; provided, however, that a request by the public shall be made through either County, the State Division of Labor Standards Enforcement, or the State Division of Apprenticeship Standards. The requesting party shall, prior to being provided the records, reimburse the costs of preparation by Consultant, subconsultant, and the entity through which the request was made. The public shall not be given access to the records at the principal office of Consultant.
4. All Consultants and subconsultants must furnish electronic certified payroll records directly to the Department of Industrial Relations.

#### **ARTICLE XII**

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

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

#### **ARTICLE XIII**

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

#### **ARTICLE XIV**

**Payment of all Federal, State or Local Taxes:** Any federal, state, or local tax payable on the articles furnished by Consultant under this Agreement shall be included in rates quoted herein and shall be paid by Consultant.

#### **ARTICLE XV**

**Compliance with all Applicable Laws:** Consultant shall conform to and abide by all applicable federal, state, and local building, labor, environmental and safety laws, ordinances, rules, and regulations. All work and materials shall be in full accordance with the latest rules and regulations of the State Fire Marshal, safety orders of the Division of Industrial Safety, California Electrical Code, California Building Code, California Plumbing Code, and any and all other applicable laws and regulations. Nothing in this Agreement, including, at a minimum, any directions, plans or specifications provided to Consultant, is to be construed to permit work not conforming to these codes.

#### **ARTICLE XVI**

**Reporting Accidents:** Consultant shall prepare and submit to County (within twenty-four [24] hours of such incidents) reports of accidents at the site and anywhere else work under this Agreement is in progress in which bodily injury is sustained or property loss in excess of five hundred dollars (\$500.00) occurs.

#### **ARTICLE XVII**

**Consultant's Project Manager:** Consultant designates Keith Jukes, PE, QSD/P, as its Project Manager for this Agreement. Consultant's Project Manager, or County approved designee, shall be accessible to County's Contract Administrator, or designee, during normal County working hours and shall respond within twenty-four (24) hours to County inquiries or requests. Consultant's Project Manager shall be responsible for all matters related to Consultant's personnel, operations, and any subconsultants authorized under this Agreement, if any, including, at a minimum (1) assigning qualified personnel to perform the required work and to prepare the deliverables required pursuant to this Agreement; (2) reviewing, monitoring, training, and directing Consultant's personnel and any authorized subconsultants authorized herein; and (3) providing qualified and appropriate traffic control services for field work. Project Manager must be a registered engineer in the State of California.

#### **ARTICLE XVIII**

**Workers' Compensation:** Consultant shall comply with Labor Code Sections 3700 et seq., requiring it to obtain Workers' Compensation Insurance, and sign a certificate of knowledge thereof.

#### **CERTIFICATE OF KNOWLEDGE - LABOR CODE SECTION 3700**

I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that Code, and I will comply with such provisions before commencing the performance of the work of this Agreement.

Signed: \_\_\_\_\_

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



## **ARTICLE XIX**

**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 XX**

**Consultant to County:** It is understood that the services provided under this Agreement shall be prepared in and with cooperation from County and its staff. It is further understood that this Agreement does not create an exclusive relationship between County and Consultant, and Consultant may perform similar work or services for others. However, Consultant shall not enter into any agreement with any other party or provide any information in any manner to any other party, that would conflict with Consultant's responsibilities or hinder Consultant's performance of services hereunder, unless County's Contract Administrator, in writing, authorizes that agreement or sharing of information.

## **ARTICLE XXI**

**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 Department of Transportation or to such other person with County's consent for the purpose of, and in the performance of, this Agreement. This confidentiality provision shall survive after the expiration or earlier termination of this Agreement.

## **ARTICLE XXII**

**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 XXIII**

**Independent Contractor:** The parties intend that an independent Consultant relationship will be created by this contract. Consultant is, and shall be at all times, deemed independent and shall be wholly responsible for the manner in which it performs services required by the terms of this Agreement. Consultant exclusively assumes responsibility for acts of its employees, agents, affiliates, and subconsultants, if any are authorized herein, as they relate to the services or work to be performed under this Agreement during the course and scope of their employment by Consultant. Those persons will be entirely and exclusively under the direction, supervision, and control of Consultant.

County may designate the tasks to be performed and the results to be accomplished under this Agreement, provide information concerning the work or services, approve or disapprove the final work product and/or services provided, and set deadlines for the

completion of the work or services, but County will not control or direct the manner, means, methods, or sequence in which Consultant performs the work or services for accomplishing the results. Consultant understands and agrees that Consultant lacks the authority to bind County or incur any obligations on behalf of County.

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

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

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

#### **ARTICLE XXIV**

**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 XXV**

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

- A. 1. Termination by Default: If either party becomes aware of an event of default, that party shall give written notice of said default to the party in default (notice) that shall state the following:
- a. The alleged default and the applicable Agreement provision, and
  - b. That the party in default has ten (10) days upon receiving the notice to cure the default (Time to Cure).

If the party in default does not cure the default within ten (10) days of the Time to Cure, then such party shall be in default and the party giving notice may terminate the Agreement by issuing a Notice of Termination. The party giving notice may extend the Time to Cure at their discretion. Any extension of Time to Cure must be in writing, prepared by the party in default for signature by the party giving notice, and must specify the reason(s) for the extension and the date in which the extension of Time to Cure expires.

2. If County terminates this Agreement, in whole or in part, for default:
- a. County reserves the right to procure the goods or services, or both, similar to those terminated, from other sources and Consultant shall be liable to County for any excess costs for those goods or services. County may deduct from any payment due, or that may thereafter become due to Consultant, the excess costs to procure from an alternate source.
  - b. County shall pay Consultant the sum due to Consultant under this Agreement prior to termination, unless the cost of completion to County exceeds the funds remaining in the Agreement. In which case the overage shall be deducted from any sum due Consultant under this Agreement and the balance, if any, shall be paid to Consultant upon demand.
  - c. County may require Consultant to transfer title and deliver to County any completed work under the Agreement.
3. The following shall be events of default under this Agreement:
- a. Failure by either party to perform in a timely and satisfactory manner any or all of its obligations under this Agreement.
  - b. A representation or warranty made by Consultant in this Agreement proves to have been false or misleading in any respect.
  - c. Consultant fails to observe and perform any covenant, condition or agreement on its part to be observed or performed under this Agreement, unless County agrees, in writing, to an extension of the time to perform before that time period expires.
  - d. A violation of ARTICLE XXXVI, Conflict of Interest.

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

#### **ARTICLE XXVI**

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

To County:

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

Attn.: Matthew Smeltzer  
Deputy Director, Engineering

With a copy to:

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

Attn.: Michele Weimer  
Procurement & Contracts Manager

or to such other location as County directs.

Notices to Consultant shall be addressed as follows:

R.E.Y. Engineers, Inc.  
905 Sutter Street, Suite 200  
Folsom, California 95630

Attn.: Keith Jukes, PE, QSD/P, Project Manager

or to such other location as Consultant directs.

## **ARTICLE XXVII**

**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 XXVI, 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 XXVIII**

**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, at a minimum, workers, County employees, officers, or agents, and the public, or damage to property, which arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of Consultant, its officers, agents, employees, volunteers, representatives, consultants, and subconsultants. This duty of Consultant includes the duty of defense, inclusive of that set forth in California Civil Code section 2778 and is subject to any limit provided for in Civil Code section 2782.8(a) of the cost to defend charged to Consultant. Each party shall notify the other party immediately in writing of any claim or damage related to activities performed under this Agreement, provided that the County's failure to immediately or timely notify Consultant does not limit or waive Consultant's defense and indemnity obligations in this Article. The parties shall cooperate with each other in the investigation and disposition of any claim arising out of the activities under this Agreement.

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

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

## **ARTICLE XXIX**

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

- A. Full Workers' Compensation and Employers' Liability Insurance covering all employees of Consultant as required by law in the State of California.
- B. Commercial General Liability Insurance (providing scope of coverage equivalent to ISO policy form CG 00 01) of not less than \$1,000,000 combined single limit per occurrence for bodily injury and property damage, including, at a minimum, endorsements for the following coverage: premises, personal injury, operations,

products and completed operations, blanket contractual, and independent Consultants' liability and a \$2,000,000 aggregate limit. County, including, without limitation, its officers, officials, employees, and volunteers shall be named as an additional insured on ISO form CG 2010 1185, or its equivalent.

- C. Automobile Liability Insurance of not less than \$1,000,000 is required in the event motor vehicles are used by Consultant in performance of the Agreement.
- D. In the event Consultant is a licensed professional and is performing professional services under this Agreement, Professional Liability Insurance is required with a limit of liability of not less than \$1,000,000.
- E. Consultant shall furnish a certificate of insurance satisfactory to County's Risk Management Division as evidence that the insurance required above is being maintained.
- F. The insurance will be issued by an insurance company acceptable to County's Risk Management Division or be provided through partial or total self-insurance likewise acceptable to the Risk Management Division.
- G. Consultant agrees that the insurance required herein shall be in effect at all times during the term of this Agreement, inclusive of the guarantee/warranty period specified hereinbelow. In the event said insurance coverage expires at any time or times during the term of this Agreement, Consultant shall immediately provide a new certificate of insurance as evidence of the required insurance coverage. In the event Consultant fails to keep in effect at all times insurance coverage as herein provided, County may, in addition to any other remedies it may have, terminate this Agreement upon the occurrence of such event. New certificates of insurance are subject to the approval of County's Risk Management Division, and Consultant agrees that no work or services shall be performed prior to the giving of such approval.
- H. The certificate of insurance must include the following provisions stating that:
  - 1. The insurer will not cancel the insured's coverage without thirty (30) days prior written notice to County; and
  - 2. The County of El Dorado, its officers, officials, employees, and volunteers are included as additional insured, on an additional insured endorsement, but only insofar as the operations under this Agreement are concerned. This provision shall apply to the general liability policy.
- I. Consultant's insurance coverage shall be primary insurance in respect to County, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by County, its officers, officials, employees, or volunteers shall be in excess of Consultant's insurance and shall not contribute with it.

- J. Any deductibles or self-insured retentions must be declared to, and approved, by County. At the option of County, either: The insurer shall reduce or eliminate such deductibles or self-insured retentions in respect to County, its officers, officials, employees, and volunteers; or Consultant shall procure a bond guaranteeing payment of losses and related investigations, claim administration, and defense expenses.
- K. Any failure to comply with the reporting provisions of the policies shall not affect coverage provided to County, its officers, officials, employees, or volunteers.
- L. The insurance companies shall have no recourse against the County of El Dorado, its officers and employees or any of them for payment of any premiums or assessments under any policy issued by any insurance company.
- M. Consultant's obligations shall not be limited by the foregoing insurance requirements and shall survive the expiration of this Agreement.
- N. In the event Consultant cannot provide an occurrence policy, Consultant shall provide insurance covering claims made as a result of performance of this Agreement for not less than three (3) years following completion of performance of this Agreement.
- O. The certificate of insurance shall meet such additional standards as may be determined by the contracting County department, either independently or in consultation with County's Risk Management Division as essential for protection of County.

#### **ARTICLE XXX**

**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 XXXI**

**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 XXXII**

**Environmental and Toxic Warranty:** Consultant warrants that its operations concerning the services and materials provided under this Agreement are not and will not be in violation of any applicable environmental federal, state, or local statute, law, or regulation dealing with hazardous materials substances or toxic substances.

#### **ARTICLE XXXIII**

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

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

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

#### **ARTICLE XXXIV**

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

#### **ARTICLE XXXV**

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



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

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

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

#### **ARTICLE XXXVI**

##### **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, at a minimum, the following: Consultant and its employees and representatives shall not unlawfully discriminate against any employee or applicant for employment because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, military and veteran status of any person, marital status, age, sex, gender, gender identity, gender expression, or sexual orientation. Consultant 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 11000 et seq.); the applicable regulations of the Fair Employment and Housing Commission implementing Government Code, Section 12990, set forth in Subchapter 5 of Chapter 5 of Division 4 of Title 2 of the California Code of Regulations incorporated into this Agreement by reference and made a part hereof as if set forth in full; and Title VI of the Civil Rights Act of 1964, as amended. Consultant and its employees and representatives shall give written notice of their obligations under this clause as required by law.
- B. Where applicable, Consultant shall include these nondiscrimination and compliance provisions in any of its agreements that affect or are related to the services performed herein.
- C. Consultant's signature shall provide any certifications necessary under the federal laws, the laws of the State of California, including, at a minimum, Government Code Section 12990 and Title 2, California Code of Regulations, Section 8103.

#### **ARTICLE XXXVII**

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

#### **ARTICLE XXXVIII**

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

#### **ARTICLE XXXIX**

**Resolution of Claims:** Consultant's attention is invited to Public Contract Code Sections 20104, et seq., for resolution of construction claims, and specifically Section 20104.2. Claims pertaining to this Agreement shall be governed by the provisions of those sections.

Your attention is directed to California Public Contract Code Section 9204, which describes procedures for the resolution of claims on public works projects. Among other things, Section 9204 requires the claimant to furnish reasonable documentation to support a claim, requires the public entity to respond to the claim within forty-five (45) days of receipt of the claim, and allows for the claimant to demand an informal meet and confer conference for settlement of the issues in dispute. For any portion of a claim that remains in dispute, Section 9204 requires submission of the claim to nonbinding mediation. Additionally, Section 9204 requires the public entity to make any payment due on an undisputed portion of the claim within sixty (60) days of the public entity's written response and to pay interest at the rate of seven percent (7%) per annum on any amounts not paid in a timely manner. The claims procedures described herein and in any other contract documents are in addition to the procedures required by Section 9204 and, in the event of a conflict between those various procedures, the more stringent procedures will control.

#### **ARTICLE XL**

**California Forum and Law:** Any dispute resolution action arising out of this Agreement, including, at a minimum, 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 XLI**

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

#### **ARTICLE XLII**

**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 XLIII**

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

#### **ARTICLE XLIV**

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

#### **ARTICLE XLV**

**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 XLVI**

**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 XLVII**

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

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

--COUNTY OF EL DORADO--

By:   
Board of Supervisors  
"County"

Dated: 8/12/2025

Attest:  
Kim Dawson  
Clerk of the Board of Supervisors

By: Kayle Runke  
Deputy Clerk

Dated: 8/12/2025

--R.E.Y. ENGINEERS, INC.--

By: J. W. Fisher  
James W Fisher  
Chief Executive Officer  
"Consultant"

Dated: 7/28/2025

By: David D Sagan  
David D Sagan  
Corporate Secretary

Dated: 7/25/2025

# **R.E.Y. Engineers, Inc.**

## **Exhibit A**

### **Scope of Work**

#### **SCHEDULE AND DELIVERABLES**

Unless otherwise indicated below, and notwithstanding any other provisions of this Agreement to the contrary, Consultant shall submit all deliverables in accordance with Article I, Scope of Work and as described in the Tasks, herein.

Consultant shall submit draft documents and reports to County's Project Manager (PM) for review and comment. Consultant shall incorporate County's Project Manager comments into final documents or reports subject to agreement by Consultant and PM. County understands that the overall project schedule and durations included in this scope of services is also dependent upon events outside of Consultant's control including, at a minimum, submittal review, stakeholder input, and availability.

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

#### **Task 1: Project Management, Meetings, and Coordination**

Consultant shall be responsible for project management and coordination of all technical work to verify that Project issues and action items are addressed. Consultant shall also create and maintain an Action Item Log including action item descriptions, the decision-maker responsible, and the date the decision was made, or action item was resolved. The schedule and log will be provided to County on a regular basis. Consultant shall document all project correspondence, comments provided by the County, and Consultant responses for inclusion in the Project file.

Consultant and appropriate staff will meet with the County's Project Manager and other project stakeholders, as necessary, to coordinate managing and delivering this Project. Consultant shall, at the discretion of the County, coordinate up to ten (10) virtual meetings. Consultant shall also schedule up to an additional five (5) meetings specifically to address stakeholders' needs and evaluate alternatives. These meetings are to determine and execute key project decisions, keep the County informed of the status of the Project work, review the current schedule, and obtain timely decisions from the County.

#### **Deliverables:**

- Attend up to ten (10) Project coordination meetings
- Attend up to five (5) stakeholder meetings

- Coordination meeting minutes
- Action Item Log

**Duration:**

- Meeting minutes shall be distributed within three (3) business days following the meeting

**Task 2: Traffic Operations Analysis**

**Task 2.01: Data Collection - Traffic Forecasts and Fact Sheet**

*Data Collection*

It is anticipated that the County will provide:

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

Up to six (6) weekday, peak-period intersection turning movement counts will be obtained. The peak-period intersection counts will be conducted on a typical weekday (Tuesday-Thursday) between the hours of 6-9 am and 4-7 pm (six hours total per intersection). Up to four (4), 24-hour roadway segment counts will also be obtained on a typical weekday (Tuesday-Thursday). All traffic data collection is anticipated to occur when schools are in session under favorable weather conditions.

*Traffic Forecasts and Fact Sheet*

A limited review of the County's travel demand model (TDM) will be completed for the purpose of developing a project-specific TDM to serve as the basis of analysis for this study. This review is anticipated to include an assessment of the following:

- Household and employment projections within eastern Sacramento County and El Dorado Hills
- Roadway network features
- Future traffic estimates

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

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

Modifications (e.g., land use and network) made to the base year model will be carried forward to the future year time periods. The Project-specific TDM will be used to develop opening and design year peak-hour and daily forecasts for No Build and up to two Project Alternatives at the study locations. Future land use and roadway network assumptions for the study area will be consistent with El Dorado County's 10-Year CIP and El Dorado County's 2024 Traffic Impact Fee (TIF) Update.

The El Dorado County Travel Demand Model (EDC TDM) will be used to determine the impact of the proposed Project on the surrounding roadway network. An impact will be determined based on a "net change" threshold; meaning if the addition of the Project results in an increase in total vehicle miles traveled (VMT), the Project will be considered to result in a significant impact. This analysis will also provide for the Project's independent utility. The analysis will be considered for the following scenarios:

- Existing (2025) – VMT totals will be calculated using the most recent version of the EDC TDM
- Existing (2025) plus Project – VMT totals will be calculated using the most recent version of the EDC TDM and the addition of the Project

The entirety of the Country Club Drive Extension between Bass Lake Road and El Dorado Hills Boulevard, which includes the Project, is assumed to be in place for the Future Year scenario for the EDC TDM, a scenario year representative of 2045 conditions. Therefore, a Cumulative analysis scenario is analyzed for informational purposes. The following scenarios will be analyzed:

- Cumulative (2045) – VMT totals will be calculated using the most recent version of the EDC TDM for 2045 conditions, without the addition of the Project. As the Future Year scenario includes the Project and the entire extent of the Country Club Drive extension, the Project will be removed from the roadway network for this scenario and regional VMT totals will be calculated.
- Cumulative (2045) plus Project – VMT totals will be calculated using the most recent version of the EDC TDM for 2045 conditions unaltered, which includes the Project and the entire extent of the Country Club Drive extension

An iterative process will be completed to determine the proposed roadway's features and assumed cross-section. The roadway is initially assumed to have a 3-lane cross section (one through lane in each direction, plus a two-way left-turn lane), but based on model runs, specifically those for the horizon year scenarios, modifications will be made to understand what cross section will adequately handle the estimated future volumes.

Consultant shall submit a Technical Memorandum Fact Sheet summarizing the traffic forecasts, model refinements, and cross section analysis for review by the County and project stakeholders. Consultant shall respond to one (1) set of consolidated, non-conflicting comments and prepare a Final Traffic Forecasting Memorandum. Once approved, Consultant shall proceed with the technical evaluation of the Project.

As part of the traffic forecasting effort, Consultant will assess whether the Project segment and its adjoining segments (Country Club Drive Extension – East of El Dorado Hills Blvd to Silva Valley Parkway, CIP #36105007, and Tong Road to Bass Lake Road/Old Bass

Lake Road, CIP #36105009) are sufficiently interconnected to warrant a single CEQA document or should be considered separate based on environmental and operational characteristics. Should the analysis recommend combining the two (2) adjoining segments into the same CEQA document, Consultant shall notify County and discuss potential modifications to the scope, schedule, and fee of this Agreement.

**Deliverables:**

- Technical Memorandum Fact Sheet
- Final Traffic Forecasting Memorandum

**Duration:**

- Technical Memorandum Fact Sheet shall be submitted within nine (9) months following Notice to Proceed issuance
- Final Traffic Forecasting Memorandum shall be submitted within one (1) month following receipt of County's comments on the Technical Memorandum Fact Sheet

**Task 2.02: Traffic Operations Analysis**

A peak-hour level of service (LOS) analysis will be conducted for the weekday AM and PM peak-hours for the following scenarios:

- *Existing (2025) Conditions.* Representative of current conditions, using on-the-ground counts per Task 2.01 and existing intersection/network configurations.
- *Opening Year (2030) Conditions.* Representative of conditions as established interpolating between the Existing (2025) and Cumulative (2045) conditions using the version of the project-specific County's Travel Demand Model (TDM). The intersection/network configurations will be existing unless 10-year funded improvements are explicitly identified in the County's CIP.
- *Opening Year (2030) Conditions plus Proposed Project.* Representative of conditions as established using Opening Year (2030) volumes as per the version of the project-specific TDM. The intersection/network configurations will be per County's TDM. The intersection/network configurations will reflect the completion of the Project and other appropriate projects consistent with the volume forecast methodology.
- *Opening Year (2030) Conditions plus Proposed Project Alternative.* Representative of conditions as established using Opening Year (2030) volumes as per the version of the Project-specific TDM. The intersection/network configurations will be per County's TDM. The intersection/network configurations will reflect the completion of the Project (assumed to include alternative traffic control at Silva Valley Parkway) and other appropriate projects consistent with the volume forecast methodology.
- *Cumulative (2045) Conditions.* Representative of conditions as established using Cumulative (2045) volumes as per the version of the Project-specific TDM. The intersection/network configurations will be per County's TDM.
- *Cumulative (2045) Conditions plus Proposed Project.* Representative of conditions as established using Cumulative (2045) volumes as per County's TDM. The intersection/network configurations will be per County's TDM. The intersection/network configurations will reflect the completion of the Project and other appropriate projects consistent with the volume forecast methodology.



- *Cumulative (2045) Conditions plus Proposed Project Alternative.* Representative of conditions as established using Cumulative (2045) volumes as per County's TDM. The intersection/network configurations will be per County's TDM. The intersection/network configurations will reflect the completion of the Project (assumed to include alternative traffic control at Silva Valley Parkway) and other appropriate projects consistent with the volume forecast methodology.

The peak hour LOS analysis will be completed for up to seven (7) intersections and up to five (5) roadway segments. Peak-hour LOS will be determined for the time periods and analysis scenarios listed above. LOS for each scenario will be determined using methods defined in the Highway Capacity Manual using the Synchro® traffic analysis software.

#### *Queuing Analysis*

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

#### *Roadway Cross-Section Confirmation*

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

#### Task 2.03: Traffic Analysis Administrative Draft Memorandum

Analyses completed in Tasks 2.01 and 2.02 will be documented in technical memorandum with graphics as appropriate. Consultant will prepare and submit an electronic (PDF) version of the administrative draft memorandum to County.

Consultant shall address one (1) set of consolidated, non-conflicting County comments on the administrative draft memorandum. If the comments require additional analysis or data collection beyond that provided for in this Scope of Work, this work will be provided as an additional service. Any additional comment responses, regardless of origin, will also be provided as an additional service.

#### **Deliverables:**

- Administrative Draft Memorandum

#### **Duration:**

- Administrative Draft Memorandum shall be submitted within four (4) months following approval of the Technical Memorandum Fact Sheet of Traffic Forecasts

#### Task 2.04: Traffic Analysis Draft Memorandum

Consultant shall prepare and submit an electronic (PDF) version of the draft report to the County for review and consideration by Project stakeholders. Consultant shall address a reasonable number of non-conflicting stakeholder comments on the draft memorandum,

at a level strictly commensurate with the authorized budget. If the comments require additional analysis or data collection beyond that provided for in this Scope of Work, this work will be provided as an additional service. Any additional comment responses, regardless of origin, will also be provided as an additional service.

**Deliverables:**

- Draft Memorandum

**Duration:**

- Draft Memorandum shall be submitted within three (3) weeks of receiving comments on the Administrative Draft Memorandum

**Task 2.05: Traffic Analysis Final Memorandum**

Consultant shall prepare and submit an electronic (PDF) version of the final memorandum to County. The final memorandum will include the selected alternative to move forward with.

**Deliverables:**

- Final Memorandum

**Duration:**

- Final Memorandum shall be submitted within three (3) weeks of receiving comments on the Draft Memorandum

**Task 3: CEQA Documents**

**Task 3.01: Project Description**

Consultant shall work with County to develop and clarify the Project Description to include:

- Project Setting: a description of the Project's regional and local location, environmental setting, local transportation system, land use designations, and surrounding land uses. Maps showing the regional and specific location of the Project will be included in this section.
- Project Background: a description of the Project's history.
- Project Objectives: the goals, objectives, and need for the Project.
- Project Characteristics: Project construction schedule and sequencing; site layout and operations. Site layout maps and elevations shall be provided by the project engineers in electronic (PDF) format.

**Deliverables:**

- Project Description

**Duration:**

- Project Description shall be submitted within sixteen (16) months following the issuance of the Notice to Proceed

## **TECHNICAL STUDIES**

### **Task 3.02: Air Quality and Greenhouse Gas Emissions Assessment**

The assessment of air quality and greenhouse gas (GHG) emissions will quantify short-term and long-term emissions generated by the Project with the most up-to-date version of the California Emissions Estimator Model (CalEEMod).

Project criteria for air pollutant emissions and GHG emissions will be compared to the thresholds of significance promulgated by the El Dorado County Air Quality Management District (EDCAQMD). The EDCAQMD has yet to adopt a GHG threshold so Project GHG emissions will be assessed against the thresholds established by the Sacramento Metropolitan Air Quality Management District (SMAQMD).

Consultant shall evaluate potential air quality and GHG-related impacts in an Air Quality and Greenhouse Gas Emissions Assessment Report. The analysis will be supported by modeling documentation, which will be included as an appendix to the technical report.

#### **Deliverables:**

- Air Quality and Greenhouse Gas Emissions Assessment Report

#### **Duration:**

- Air Quality and Greenhouse Gas Emissions Assessment Report shall be submitted within three (3) months following approval of the Project Description

### **Task 3.03: Biological Resources Assessment**

Consultant shall prepare a draft and final Biological Resources Assessment (BRA) document for the Project, including a review of existing biological information for the Project area and the vicinity, aerial imagery, and other available literature sources. The literature review shall include available database queries of the California Department of Fish and Wildlife (CDFW), California Natural Diversity Database (CNDDDB), California Native Plant Society (CNPS), U.S. Fish and Wildlife Service (USFWS), and National Marine Fisheries Service (NMFS) for potentially occurring special-status species and habitats in the vicinity of the project, as applicable.

Following the background research, Consultant shall perform a reconnaissance-level site investigation to record any potentially special-status species or habitats, including mapping any locations of elderberry shrubs (*Sambucus* sp.). Vegetation communities shall be assessed and mapped using the methods of the Manual of California Vegetation (Sawyer et al., 2009). The assessment shall also include an evaluation of special-status species with potential to occur onsite based on the literature review and reconnaissance-level site visit.

During the site reconnaissance, potential waters of the U.S., including wetlands, shall be mapped using a global positioning system (GPS) unit capable of submeter accuracy (e.g., Juniper Systems Geode) and georectified aerial photography. Consultant shall include a map of the delineated features and estimate of their acreages in the BRA report. The field assessment shall be performed using methodology described in the Corps of Engineers

Wetlands Delineation Manual (Environmental Laboratory 1987) and Regional Supplement to the Corps of Engineers Wetland Delineation Manual: Arid West Region, Version 2.0 (U.S. Army Corps of Engineers 2008).

A summary of the findings shall be incorporated into the BRA report. The report shall provide the regulatory context, as well as the methods, results, and recommendations for appropriate mitigation measures to address potential impacts to biological resources for incorporation into the CEQA review documents. Potential impacts to biological resources shall be assessed in terms of context, intensity and duration, and significance determinations shall be presented using the CEQA Appendix G Checklist. As part of the biological resource assessment, Consultant shall also identify the likely required permits and approvals to implement the Project design and construct the Project.

**Assumptions:**

- County will provide all previous documentation prepared for the Project.
- The scope assumes that the Project boundary will be provided in AutoCAD or Shapefile format at the start of preparation, and that no changes to the original Project boundary or land use components occur.
- County will provide accurate descriptions of the parcels of the Study Area or fraction thereof, and any Geographic Information System (GIS) data describing the site or previously mapped resources.
- This scope does not include any protocol-level plant or animal surveys, nor does it include any follow-up botanical surveys.
- The aquatic resource delineation map included in the BRA does constitute a full delineation report. The acreages will represent a calculated estimation of the extent of aquatic resources within the Project area, subject to modification following USACE review and/or verification process.

**Deliverables:**

- Draft Biological Resources Assessment
- Final Biological Resources Assessment

**Duration:**

- Draft BRA report shall be submitted within four (4) months following approval of the Project Description. Final BRA report shall be submitted within two (2) weeks of receiving comments on the Draft BRA.

**Task 3.04: Cultural Resources Inventory**

Consultant shall conduct a cultural resources inventory of the Project Area, if the Project Area will encompass all areas of proposed road improvement located in El Dorado Hills. All work will be conducted by, or under the direct supervision of, a Registered Professional Archaeologist, who meets the Secretary of the Interior's Professional Qualifications Standards for prehistoric and historical archaeology.

A records search with the California Historical Resources Information System (CHRIS) of the California Office of Historic Preservation (OHP) shall be conducted. This includes a review of the state archaeological site files, the National Register of Historic Places, and

other databases that catalogue significant events and resources in local, state, or national history. Information will be obtained on previously recorded archaeological sites and cultural resource management studies in and within 0.50 mile of the Project Area.

Consultant shall also contact the Native American Heritage Commission to request a sacred lands file search to determine whether any sacred sites have been recorded on the property. Additionally, Consultant shall contact local historical societies, if any, to seek additional information in the location of the Project Area.

Based on the results of the records search, Consultant may complete an intensive field survey of the entire Project Area, if one has not been completed within the last five (5) years. If a survey is required, Consultant shall survey all accessible portions of the Project Area using pedestrian transect intervals spaced ten (10) to fifteen (15) meters apart, where possible. The Project Area will be examined for evidence of cultural resources, including pre-contact and historic-period (i.e., over fifty [50] years of age) cultural deposits and features.

The results of a recent records search at the CHRIS center reveals that as many as three (3) previously recorded resources may be present within the Project Area, therefore, it is assumed that three (3) cultural resources will need to be updated or recorded. If new resources are identified in the Project Area, they must be recorded and mapped in accordance with the standards of the OHP. A separate scope and cost will be prepared for an evaluation of eligibility to be included in the California Register of Historical Resources (CRHR) or the National Register of Historic Places (NRHP) based on the level of effort required.

Consultant shall prepare a Cultural Resources Inventory Report that follows the California Office of Historic Preservation's recommended content and format. The Cultural Resources Inventory Report shall provide the historic context, methods, results, and recommendations for appropriate findings.

**Deliverables:**

- Cultural Resources Inventory Report

**Duration:**

- Cultural Resources Inventory Report shall be submitted within three (3) months following approval of the Project Description

**Task 3.05: Noise Impact Analysis**

The evaluation of noise impacts associated with the Project shall be completed by team members who are noise experts. The applicable noise criteria for the Project Area will be reviewed and discussed as they will be the basis for the Project impact determination and whether mitigation is necessary. In order to establish the existing ambient noise levels currently experienced at and around the Project Site, Consultant shall conduct a baseline noise survey consisting of one (1) long-term (24-hours) baseline noise measurement and up to three (3) short-term (15 minutes) measurements in the Project vicinity surrounding the site.

Construction would occur during implementation of the Project. Noise levels from construction sources will be analyzed using the Federal Highway Administration Roadway Construction Noise Model and based on the anticipated equipment to be used. In order to evaluate the potential health-related effects (physical damage to the ear) from construction noise, construction noise will be evaluated in terms of hourly equivalent continuous noise levels (Leq) and the frequency of occurrence at the nearby Oak Meadow Elementary School and residences fronting Village Green Drive. In addition to construction noise, an analysis of vibration impacts will be prepared based on the California Department of Transportation's vibration analysis guidance.

The primary source of noise associated with the Project would be automobile traffic as the resulting new Country Club Drive itself would represent a new source of traffic noise located in proximity to existing noise-sensitive residences. The mobile source noise impacts from vehicular traffic traveling on the new roadway will be assessed using the U.S. Federal Highway Traffic Noise Prediction Model (FHWA-RD-77-108). The 24-hour weighted noise levels will be presented in a tabular format. To quantify traffic noise, Consultant shall use the completed Traffic Operations Analysis with Project trip distribution data from Task 2.

Consultant shall evaluate potential noise-related impacts in a Noise Impact Assessment Technical Report. The analysis will be supported by modeling documentation, which will be included as an appendix to the Noise Impact Assessment Technical Report

**Deliverables:**

- Noise Impact Assessment Technical Report

**Duration:**

- Noise Impact Assessment Technical Report shall be submitted within three (3) months following approval of the Project Description

**Task 3.06: AB 52 Tribal Consultation Assistance (Optional)**

Consultant shall assist the County in consulting with California Native American tribes under Assembly Bill 52 (AB 52). Consultant shall, at the discretion of the County, assist in drafting consultation letters, coordinate tribal meetings, maintain the AB 52 administrative record, provide technical support to the County in determining whether or not Tribal Cultural Resources will be significantly impacted by the project, and/or review the Tribal Cultural Resources sections for CEQA documents. Consultant shall document the consultation process and comments discussed and advise the County on how to arrive at a conclusion, as specified by AB 52.

This cost estimate is provided on a time and materials basis. If the consultation requests from the tribes require more effort that will exceed the budget provided herein, a contract amendment will be required to complete the tribal consultation.

**Task 3.07: Phase 1 Environmental Site Evaluation (Phase I ESA)**

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

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

The following tasks only refer to that information that is defined as reasonably ascertainable (ASTM E 1527-21, 8.1.4).

#### *Records Review*

Consistent with ASTM E 1527-21, 8.0, this task will consist of the following:

- *Record Search* – An environmental database search will be prepared encompassing the minimum search distances listed in ASTM E1527-21, 8.2.2. This report will be reviewed for known and suspect contaminated sites. Where available, local environmental agency, and other local governmental authority files may be reviewed, if the EP determines the files to be reasonably ascertainable and relevant to the successful completion of the Phase I ESA.
- *IC/EC Registries* – Consultant shall review readily available databases on institutional and engineering (IC/EC) controls and Activity Use Limitations (AULs).
- *Title Search and Environmental Liens* – Consultant shall have an environmental lien search performed for the subject property. The chain of title shall include a copy of the title commitment and underlying documents, as well as a chain of title back to at least 1940 and environmental lien information. If the Outside Transactional Counsel or Consultant is aware of development on the property that occurred prior to 1940 the chain of title ordered shall cover all periods of development, to the extent available.
- *Aerial Photograph Review* – Consultant shall retrieve and examine readily available historical aerial photographs of the site and the surrounding vicinity. Aerial photographs shall be researched to the earliest date that is reasonably obtainable.
- *Review of Local City Directories and Historical Maps* – Consultant shall obtain and review readily available historical city directories, fire insurance maps, and historical topographic maps.
- *Other Historical Sources* – Should Consultant determine that other non-traditional sources may provide information relevant to the completion of the Phase I ESA, these sources shall be reviewed and documented.

#### *Site Reconnaissance*

Consultant shall conduct one (1) Site Reconnaissance consistent with ASTM E 1527-21, 9.0. The Site Reconnaissance will be non-invasive. Consultant shall not collect and/or analyze any samples. This scope assumes that Consultant shall be allowed appropriate access to all areas of the site, and that the Site Reconnaissance shall be conducted as a single event. Should an additional Site Reconnaissance be required due to access limitations, the additional Site Reconnaissance shall be considered additional services.

### *Interviews*

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

- Consultant shall attempt to interview current and past owners, operators and occupants of the property that have or are likely to have material information regarding uses, physical characteristics and the potential for RECs at the subject property consistent with ASTM E 1527-21 sections 10.5.1, 10.5.2, 10.5.2.1, 10.5.2.2, and 10.5.4.
- In the case of abandoned properties as defined in ASTM E 1527-21, 3.2.1, where there is evidence of uncontrolled access or unauthorized uses, Consultant shall attempt to interview current neighboring or nearby property owners (ASTM E 1527-21, 10.5.5).

Consultant shall attempt to interview one (1) or more of the following state or local agencies as defined in ASTM 1527-21, 11:

- Local fire department
- Local health agency
- Local environmental regulatory agency

### *Vapor Evaluation*

Consultant shall perform a Tier 1 Vapor Encroachment Screening (VES) consistent with ASTM E E2600-10, with the purpose of identifying if a Vapor Encroachment Condition (VEC) exists in association with the subject Site. A VEC is defined as the presence or likely presence of contaminants of concern (COC) vapors in the subsurface of the subject Site caused by a release of hazardous substances and/or petroleum compounds into soil and groundwater. The ASTM E1527-21 document standardizes the terms releases and migration consistent with those used in the Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA) and AAI.

### *Report Preparation*

Upon completion of the sub-tasks above, Consultant shall prepare a Phase I ESA as outlined in Appendix X5 of ASTM E 1527-21. This Phase I ESA shall be provided to the County in electronic format.

### **Information Provided by County:**

- A completed ASTM User Questionnaire.
- Copy of the title documentation and/or judicial records pertaining to environmental liens and AULs, along with a summary of actual knowledge of the County of AULs or environmental liens. If current title documentation is not available, an Environmental Lien and AUL Report will be requested as a part of records research.
- If applicable, reason for significant reduction in purchase price of the subject property.
- Any specialized knowledge and/or experience relating to RECs in connection with the subject and adjacent properties.
- All environmental reports available for the property.



- Commonly known or reasonably ascertainable information that the County is aware of relevant to RECs associated with the property.

Other information that is required for completion of Phase I but not for application to the Limited Liability Partnerships (LLPs) is as follows:

- Site address and location
- Property owner and operator contact names and telephone numbers
- Site plans showing property boundaries and improvements
- Access to all areas of the site

**Deliverables:**

- Phase I Environmental Site Evaluation

**Duration:**

- Phase I Environmental Site Evaluation shall be submitted within four (4) months following approval of the Project Description

**CEQA INITIAL STUDY/MITIGATED NEGATIVE DECLARATION**

Task 3.08: Administrative Draft Initial Study/Mitigated Negative Declaration (IS/MND)

Consultant shall prepare an Administrative Draft IS/MND for the Project using the approved checklist format from either the County or Appendix G of the CEQA Guidelines. The analyses conducted for the Project will be summarized in the Administrative Draft IS/MND, and technical studies will be attached as appendices.

**Deliverables:**

- Administrative Draft IS/MND (in both MS Word and PDF format)

**Duration:**

- Administrative Draft IS/MND shall be submitted within two (2) months following submittal of the Final Biological Resources Assessment Report

Task 3.09: Revised Administrative Draft IS/MND

After receipt of one (1) set of integrated comments on the Administrative Draft IS/MND from the County, Consultant will revise the Administrative Draft IS/MND accordingly. It is assumed that the County and Project Development Team (PDT) will work together to assemble the mailing list. Consultant shall produce the Notice of Intent (NOI) for posting at the County Clerk and State Clearinghouse (SCH). Consultant shall also provide an electronic copy to the County so that County may post it on its website as required by CEQA.

**Deliverables:**

- Revised Administrative Draft IS/MND (in both MS Word and PDF)

**Duration:**

- Revised Administrative Draft IS/MND shall be submitted within two (2) months of receiving comments on the Administrative Draft IS/MND

**Task 3.10: Public and Agency Notices (Optional)**

Consultant shall prepare the following notices as required by CEQA:

- Notice of Intent (NOI) to Adopt a Mitigated Negative Declaration
- Notice of Completion (NOC) State Clearinghouse Cover
- Notice of Determination (NOD)

One (1) copy of each of these notices will be filed with the County Clerk and State Clearinghouse. One (1) electronic copy of each notice shall be provided to the County for their records. The NOI is required by CEQA to either be posted on-site, mailed to the surrounding property owners, or published in a newspaper of general circulation.

**Assumptions:**

- Consultant will assist the County with coordinating with the local newspaper for publication of the NOI. Payment for the newspaper notice is included in Consultant's cost estimate.
- The County will file each notice with the County Clerk.

**Deliverables:**

- NOI to Adopt a Mitigation Negative Declaration
- NOC
- NOD

**Duration:**

- If task is authorized, deliverable submittal timelines to be determined between Consultant and County's Project Manager

**Task 3.11: Administrative Final IS/MND and Mitigation Monitoring and Reporting Program (MMRP)**

County must consider any comments received on the MND when making a decision on the Project. Consultant shall collate all public comments and comment letters regarding the IS and prepare and/or assist staff with preparing written responses to comments and submit electronically for the County's review.

The Administrative Final IS/MND will include responses to comments received on the Revised Administrative Draft IS/MND, any changes to the Revised Administrative Draft IS/MND, and the MMRP, prepared in accordance with CEQA Guidelines Section 15097. Consultant shall prepare the MMRP in table format, with input from the County.

An Administrative Final IS/MND and MMRP shall be prepared, and after review by the County, the Administrative Final IS/MND and MMRP shall be provided. After addressing comments on the Administrative Final MND and the MMRP, Consultant shall provide one

(1) electronic copy of the Administrative Final MND and the MMRP for incorporation into the staff report for Board adoption along with CEQA findings.

Upon adoption, Consultant shall prepare the Final MND and MMRP and NOD. County will file the NOD at the County Clerk's office and Consultant shall file with the State Clearinghouse in compliance with CEQA requirements.

Consultant shall prepare a draft MMRP based on the Administrative Final MND. The MMRP shall be prepared in a manner consistent with CEQA Section 21081.6 and shall be in table format subject to review and approval by the County. After adoption of the MND, Consultant shall prepare the Final MMRP.

**Assumptions:**

- Task assumes five (5) comment letters containing five (5) substantive comments each will be received (or a total of 25 comments)
- County staff will receive all comments and will forward to Consultant as soon as possible after receipt.
- County will pay all fees associated with NOD filing (including any County Clerk administrative fees and the CDFW review fee).

**Deliverables:**

- Administrative Final IS/MND and MMRP
- Final IS/MND and MMRP

**Duration:**

- Administrative Final IS/MND and MMRP shall be submitted within three (3) weeks of receiving comments on the Draft IS/MND and MMRP
- Final IS/MND and MMRP shall be submitted within two (2) weeks of receiving comments on the Administrative Final Draft IS/MND

**Task 4: Preliminary Geometric Plans & Planning Level Estimate (Optional)**

**Task 4.01: Preliminary Topographic Base Map**

Consultant shall develop a Preliminary Topographic Base Map using information from adjacent development projects and publicly available Light Detection and Ranging (LiDAR) data. The Topographic Base Map will be used to refine the horizontal and vertical alignment of the roadway, evaluate daylight limits, and generate preliminary earthwork quantities for cost estimating purposes.

**Deliverables:**

- Preliminary Topographic Base Map (.dwg format)

**Duration:**

- If task is authorized, deliverable submittal timelines to be determined between Consultant and County's Project Manager

#### **Task 4.02: Preliminary Plans and Typical Cross-Sections**

Consultant shall prepare an overall site plan (layout) showing the proposed roadway extension in relation to adjacent roads, utilities, properties and significant features. The typical roadway cross-sections will feature the lane widths (general and turning), shoulder widths, sidewalks and/or bicycle lanes, median width and design (if applicable), curb and gutter, drainage ditches/swales, and pavement structures.

##### **Deliverables:**

- Preliminary Plans and Typical Cross Sections (PDF format)

##### **Duration:**

- If task is authorized, deliverable submittal timelines to be determined between Consultant and County's Project Manager

#### **Task 4.03: Planning Level Construction Cost Estimate**

Consultant shall prepare a Planning Level Cost Estimate. This high-level approximation of the total cost of construction for the project will provide the initial financial overview to help County and other project stakeholders evaluate feasibility and secure funding. Components included with the estimate include:

- Direct Costs: Labor, materials, equipment
- Indirect Costs: Project management, temporary facilities
- Contingencies
- Design and Engineering: Design fees, permitting costs.
- Land Acquisition: Land costs, easements, etc.
- Materials Unit Costs: Cost per unit for construction materials.
- Phasing and Scheduling: Costs related to construction phases and scheduling.
- Escalation: Adjustments for price inflation over time.
- Consultant's Profit/Markup: General Consultant's profit and overhead.
- Post-Construction Costs: Commissioning, warranty, and maintenance.

##### **Deliverables:**

- Planning Level Cost Estimate (PDF format)

##### **Duration:**

- If task is authorized, deliverable submittal timelines to be determined between Consultant and County's Project Manager

#### **Task 5: Alternatives Analysis (Optional)**

##### **Task 5.01: Basis of Design Memo**

Consultant shall prepare a Basis of Design Memo. The Basis of Design (BOD) Memo will be a key document that will outline the fundamental assumptions, criteria, and guidelines used to develop the design of the roadway extension. It will serve as a reference point for the design process, ensuring that all stakeholders understand the project's objectives, technical requirements, and constraints.

Key elements of the Basis of Design Memo shall include:

1. Project Background and Overview
  - a. Purpose and Desired Outcome
  - b. Scope of Improvements
2. Design Criteria
  - a. Codes and Standards
  - b. Performance Requirements
  - c. Design Life
  - d. Environmental Constraints
3. Assumptions
  - a. Site Conditions
  - b. Materials Selections
4. Design Process
  - a. Methodology
  - b. Stakeholder Engagement
5. Regulatory and Compliance Requirements

**Deliverables:**

- Basis of Design Memo (PDF format)

**Duration:**

- If task is authorized, deliverable submittal timelines to be determined between Consultant and County's Project Manager

Task 5.02: Draft Alternatives Memo

Consultant shall prepare a Draft Alternatives Memo. The Draft Alternatives Memo for this Project shall outline and compare up to three (3) options for addressing the roadway expansion. The Draft Alternatives Memo shall evaluate the feasibility, impacts, and benefits of each alternative. The key components of the Draft Alternatives Memo shall include:

1. Introduction/Background
  - a. Purpose: A brief description of the project goals
  - b. Scope: Overview of the project area being analyzed
  - c. Context: Summary of relevant background information such as traffic data, current roadway conditions
2. Evaluation Criteria
  - a. Factors Considered: A list of the criteria used to evaluate the alternatives (e.g., cost, safety, environmental impact, traffic flow, community impact, constructability)
  - b. Weighting: Explanation of the relative importance of each factor
3. Description of Alternatives
  - a. Alternatives 1, 2, & 3: Description, Advantages, Disadvantages
  - b. Description: proposed solution, including specifics such as road alignment, new intersections and access points, bike and pedestrian accommodations, lane construction, other modifications
  - c. Advantages: Benefits of the alternative, including improved traffic flow, safety, cost-effectiveness, etc.

- d. Disadvantages: Potential challenges or drawbacks, such as environmental impacts, cost, or constructability issues
  - e. Estimated Costs: Preliminary cost estimates for implementation
4. Comparative Analysis
  - a. Side-by-side Comparison: A table or narrative that compares each alternative across the evaluation criteria (e.g., cost, environmental impact, safety, traffic performance)
  - b. Trade-offs: Discuss the trade-offs between the alternatives, highlighting which option performs best according to the evaluation criteria, or if any alternatives are mutually exclusive
5. Recommendations/Next Steps
6. Preferred and Secondary Alternatives: Based on the analysis, discuss which alternative seems most promising and why and which would be the secondary alternative
7. Implementation Timeline: will present a high-level timeline for the implementation of the preferred alternative
8. Conclusion: A brief conclusion summarizing the key findings of the memo, reiterating the advantages and disadvantages of the alternatives, and emphasizing the next steps
9. Appendices (if applicable): supporting documents, detailed charts, technical data, or maps that provide additional context for analysis

**Deliverables:**

- Draft Alternatives Memo (PDF format)

**Duration:**

- If task is authorized, deliverable submittal timelines to be determined between Consultant and County's Project Manager

**Task 5.03: Alternatives Meeting**

After the County and other stakeholders have reviewed the Draft Alternatives Memo, Consultant shall facilitate a meeting to discuss the findings, next steps, and annotate questions or comments for implementation into the Final Alternatives Memo. Consultant shall prepare and record annotated questions and comments on a Questions/Comments Tracking Matrix for tracking purposes.

**Deliverables:**

- Meeting Minutes
- Questions/Comments Tracking Matrix (PDF format)

**Duration:**

- If task is authorized, deliverable submittal timelines to be determined between Consultant and County's Project Manager

#### Task 5.04: Final Alternatives Memo

The Draft Alternatives Memo shall be updated to include revisions generated from the Questions/Comments Tracking Matrix and the Alternatives Meeting. The Consultant shall produce and provide the County the Final Alternatives Memo.

#### **Deliverables:**

- Final Alternatives Memo (PDF format)

#### **Duration:**

- If task is authorized, deliverable submittal timelines to be determined between Consultant and County's Project Manager

## **R.E.Y. Engineers, Inc.**

### **Exhibit B**

#### **Cost Estimate**

	<u>Description</u>		<u>Cost</u>
Task 1	Project Management, Meetings, and Coordination	\$	60,517.00
Task 2	Traffic Operations Analysis	\$	28,222.00
Task 3	CEQA Document	\$	27,592.00
Task 4 (Optional)	Preliminary Geometric Plans and Planning Level Estimate	\$	46,154.00
Task 5 (Optional)	Alternatives Analysis	\$	30,592.00
<b>Consultant Subtotal:</b>		<b>\$</b>	<b>193,077.00</b>
<b>Consultant – Other Direct Costs, including mileage and record searches</b>		<b>\$</b>	<b>100.00</b>
<b>CONSULTANT TOTAL</b>		<b>\$</b>	<b>193,177.00</b>

#### **Subconsultants:**

##### Kimley-Horn and Associates, Inc.

Task 1	Project Management, Meetings, and Coordination	\$	4,365.00
Task 2	Traffic Operations Analysis	\$	170,215.00
Task 3	CEQA Document	\$	8,100.00
Task 4 (Optional)	Preliminary Geometric Plans and Planning Level Estimate	\$	1,880.00
Task 5 (Optional)	Alternatives Analysis	\$	7,860.00
Other Direct Costs, including mileage and record searches		\$	8,313.00
<b>Kimley-Horn Total:</b>		<b>\$</b>	<b>200,733.00</b>

##### ECORP

Task 1	Project Management, Meetings, and Coordination	\$	3,050.00
Task 3	CEQA Document	\$	99,850.00



Task 4 (Optional)	Preliminary Geometric Plans and Planning Level Estimate	\$	1,400.00
Task 5 (Optional)	Alternatives Analysis	\$	7,790.00
	Other Direct Costs, including mileage and record searches	\$	2,682.00
<b>ECORP Total:</b>		<b>\$</b>	<b>114,772.00</b>
<b>Subconsultants Total:</b>		<b>\$</b>	<b>315,505.00</b>
<b>TOTAL COST ESTIMATE:</b>		<b>\$</b>	<b>508,682.00</b>

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

# **R.E.Y. Engineers, Inc.**

## **Exhibit C**

### **Rate Schedule**

<b>Labor Classification</b>	<b>2025 Rate*</b>	<b>2026 Rate*</b>	<b>2027 Rate*</b>	<b>2028 Rate*</b>
Technician I	\$108	\$112	\$117	\$121
Technician II	\$126	\$131	\$136	\$142
Technician III	\$144	\$150	\$156	\$162
Senior Technician I	\$155	\$161	\$168	\$174
Senior Technician II	\$175	\$182	\$189	\$197
Senior Technician III	\$195	\$203	\$211	\$219
LiDAR Technician I	\$165	\$172	\$178	\$186
LiDAR Technician II	\$190	\$198	\$206	\$214
LiDAR Technician III	\$210	\$218	\$227	\$236
Senior LiDAR Specialist I	\$220	\$229	\$238	\$247
Senior LiDAR Specialist II	\$249	\$259	\$269	\$280
Assistant Engineer/Surveyor I	\$129	\$134	\$140	\$145
Assistant Engineer/Surveyor II	\$142	\$148	\$154	\$160
Assistant Engineer/Surveyor III	\$155	\$161	\$168	\$174
Assistant Engineer/Surveyor IV	\$168	\$175	\$182	\$189
Assistant Engineer/Surveyor V	\$181	\$188	\$196	\$204
Associate Engineer/Surveyor I	\$160	\$166	\$173	\$180
Associate Engineer/Surveyor II	\$173	\$180	\$187	\$195
Associate Engineer/Surveyor III	\$186	\$193	\$201	\$209
Associate Engineer/Surveyor IV	\$199	\$207	\$215	\$224
Associate Engineer/Surveyor V	\$212	\$220	\$229	\$238
Senior Engineer/Surveyor I	\$215	\$224	\$233	\$242
Senior Engineer/Surveyor II	\$235	\$244	\$254	\$264
Senior Engineer/Surveyor III	\$255	\$265	\$276	\$287
Senior Engineer/Surveyor IV	\$275	\$286	\$297	\$309
Senior Engineer/Surveyor V	\$295	\$307	\$319	\$332
Principal Manager I	\$300	\$312	\$324	\$337
Principal Manager II	\$325	\$338	\$352	\$366
Expert Witness Testimony/ Deposition	\$488	\$508	\$528	\$549
1-person Survey Crew	\$220	\$229	\$238	\$247
2-person Survey Crew	\$360	\$374	\$389	\$405
3-person Survey Crew	\$480	\$499	\$519	\$540
Project Coordinator	\$135	\$140	\$146	\$152
Senior Project Coordinator	\$222	\$231	\$240	\$250
Grant Administrator	\$222	\$231	\$240	\$250

\*Rates above are the hourly rate to be charged for each classification unless otherwise noted.

Expense Classification	2025 Rate	2026 Rate	2027 Rate	2028 Rate
Terrestrial LiDAR Equipment (per hour – 2-hour minimum)	\$225	\$234	\$243	\$253
Mobile LiDAR Equipment (per hour – 4-hour minimum)	\$785	\$816	\$849	\$883
Unmanned Aerial Vehicle (UAV) LiDAR Equipment (per flight day)	\$925	\$962	\$1,000	\$1,040
Bathymetric Survey Vessel (per project day)	\$1,180	\$1,227	\$1,276	\$1,327
Special Monuments and Iron Stakes	Cost	Cost	Cost	Cost
Outside Reproductions and Services	Cost + 15%	Cost + 15%	Cost + 15%	Cost + 15%
Subconsultants	Cost + 15%	Cost + 15%	Cost + 15%	Cost + 15%
In-House Large Format Prints (B+W)	\$0.50 / Square Foot (SF)	\$0.50 / SF	\$0.50 / SF	\$0.50 / SF
In-House Large Format Prints (Color)	\$1.00 / SF	\$1.00 / SF	\$1.00 / SF	\$1.00 / SF

Reimbursement for mileage is included in all rates listed above.