

**MEMORANDUM  
DEPARTMENT OF FACILITY SERVICES  
COUNTY OF PLACER**

To: **BOARD OF SUPERVISORS**

Date: **SEPTEMBER 23, 2008**

From:  **JIM DURFEE / ALBERT RICHIE**

Subject: **HIDDEN FALLS REGIONAL PARK – PRELIMINARY DESIGN,  
EIR/PERMIT SUPPORT, AND TRAIL CONNECTIVITY STUDY**

**ACTION REQUESTED / RECOMMENDATION:** It is recommended your Board consider the following actions related to the Hidden Falls Regional Park (HFRP):

1. Approve a Budget Revision appropriating \$140,000 in Proposition 84 funding from the Sierra Nevada Conservancy's Strategic Opportunity Grant Program for HFRP Trail Connectivity studies and \$254,691 from the County's Open Space Fund for non-grant eligible project expenditures; and
2. Approve an Agreement with Carlton Engineering, Inc., in an amount not-to-exceed \$390,691 for preliminary Design and EIR/Permit Support Studies for HFRP and for preparation of an initial study linking HFRP with the Placer Land Trust Property; and
3. Authorize the Chairman to execute the Agreement.

**BACKGROUND:** Hidden Falls Regional Park is a 1,181-acre site located between Auburn and Lincoln with public access and parking available off Mears Place via Mount Vernon Road. In October 2006, the easterly 221-acre portion of the park was opened to the public for hiking, bike riding, horseback riding and other passive recreational pursuits in accordance with a Minor Use Permit. Currently, development of the remaining westerly 961-acre portion of the property is being planned, including the preparation by EDAW, Inc. of an Environmental Impact Report (EIR) to support expansion of public access and amenities. Consideration of the Final EIR expected in early 2009.

Since 2005, the Placer Land Trust (PLT) has been in discussions with various property owners in the Auburn Valley area of Placer County regarding acquisitions to conserve valuable oak woodland habitat. In March of 2007, your Board took action to contribute \$315,000 to PLT for their acquisition of a conservation easement on the Freiheit property that encumbered approximately 313 acres of real property and contributed \$285,000 towards the fee title acquisition of 321 acres of real property from the Taylor Trust. These properties are contiguous to one another and are located approximately one-half mile north-east of the County's HFRP. This leaves a separation between the HFRP and the PLT properties. These acquisitions included public access trail rights subject to connection to the HFRP.

The County has been successful in securing grant funding to construct anticipated improvements and amenities. Specifically the County has been awarded two Proposition 50 grants (Water Security, Clean Drinking Water, Coastal and Beach Protection Act of 2002) in the amount of \$1,812,150 and recently received a grant in the amount of \$140,000 from the Sierra Nevada Conservancy to conduct connectivity studies between the HFRP and PTL properties.

In order to utilize the Proposition 50 funding, meet grant deadlines, and support the permitting process, additional design work and studies are needed to develop schematic designs of the bridges and trail amenities on the 961-acre park parcel. Additionally, studies of bridge site locations, trail alignment and preliminary site assessments are needed to support acquisitions to connect the HFRP to the PLT properties. To provide these services, a Request for Proposals was released on April 14, 2008. Staff received thirteen (13) proposals that were evaluated by a four-person panel consisting of a Parks Commissioner and staff from the Parks Division, Planning Department, and County Executive Office. This panel is recommending Carlton Engineering, Inc. be awarded a contract for the required services.

**ENVIRONMENTAL CLEARANCE:** The professional services associated with this Agreement conforms to the definition and criteria of a Class 6 Categorical Exemption, Section 15306, "Information Collection" and is, therefore, categorically exempt from CEQA review.

**FISCAL IMPACT:** On April 29, 2008, your Board approved a Budget Revision appropriating \$1,812,150 from two grant awards of Proposition 50 funding. A portion of the consultant Agreement being presented for your consideration today is eligible to be funded by these grants. In addition, staff is recommending your Board approve a Budget Revision to appropriate the \$140,000 grant from the Sierra Nevada Conservancy for Hidden Falls Regional Park – Trail Connectivity Studies that will fund a portion of the Agreement and \$254,691 from the County's Open Space Fund to fund grant matching and non-grant eligible project expenditures.

ATTACHMENT: BUDGET REVISION  
AGREEMENT FOR SERVICES:

JD:AR:SS:DB

CC: COUNTY EXECUTIVE OFFICE

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PAS DOCUMENT NO. \_\_\_\_\_

Facility Services to do the cash transfer journal.

**BUDGET REVISION**

**POST DATE:**

DEPT NO.	DOC TYPE	Total \$ Amount	TOTAL LINES
12	BR	1,184,073.00	4

Cash Transfer Required  
 Reserve Cancellation Required  
 Establish Reserve Required

Auditor-Controller  
 County Executive  
 Board of Supervisors

ESTIMATED REVENUE ADJUSTMENT										APPROPRIATION ADJUSTMENT											
DEPT NO.	T/C	Rev	Fund	Sub Fund	OCA	PCA	OBJ 3	PROJ.	PROJ. DTL	AMOUNT	DEPT NO.	T/C	Rev	Fund	Sub Fund	OCA	PCA	OBJ 3	PROJ.	PROJ. DTL	AMOUNT
12	006		140		991078	91078	8990			254,691.00	12	014		140		991078	04717	4151			394,691.00
12	006		140		991078	91078	7199			140,000.00	12	034		140		991078	04717	4151	704717	001000	394,691.00
<b>TOTAL</b>										394,691.00	<b>TOTAL</b>										789,382.00

REASON FOR REVISION: TO APPROPRIATE FUNDING SOURCES FROM PROP 84 (\$140,000) AND OPEN SPACE FUND (\$254,691) FOR THE HIDDEN FALLS CAPITAL PROJECT 704717.

Prepared by Valerie Bayne Ext 6803  
 Department Head Valerie Bayne  
 Board of Supervisors \_\_\_\_\_

Date: 9/23/08  
 Page: \_\_\_\_\_

Budget Revision # \_\_\_\_\_ FOR INDIVIDUAL DEPT USE

Contract No.: \_\_\_\_\_

Administering Agency: County of Placer/ Department of Facility Service / Parks Division

CONTRACT DESCRIPTION: HIDDEN FALLS REGIONAL PARK PRELIMINARY DESIGN AND DEVELOPMENT SUPPORT SERVICES, PHASE 1 AND PHASE 1A

### CONSULTANT SERVICES AGREEMENT

THIS AGREEMENT is made at Auburn, California, as of \_\_\_\_\_, 2008 by and between the County of Placer, a political subdivision of the State of California "County", and **CARLTON ENGINEERING, INC.** "Consultant" a California S-Corporation, who agree as follows:

1. **Services.** Subject to the terms and conditions set forth in this Agreement, Consultant shall provide the services as described in Exhibit A in the manner therein specified.
2. **Payment.** County shall pay Consultant for services rendered pursuant to this Agreement at the time and in the amounts set forth in Exhibit B. Consultant shall submit all billings for said services to County in the manner specified in Exhibit B. The total amount payable for all services provided under this Agreement, including Additional Services, shall not exceed **Three Hundred Ninety Thousand Six Hundred Ninety-One Dollars and no/100 Dollars (\$390,691.00)** without the prior written approval of County.
3. **Facilities, Equipment and Other Materials, and Obligations of County.** Except as set forth in Exhibit C, Consultant shall, at its sole cost and expense, furnish all facilities, equipment, and other materials which may be required for furnishing services pursuant to this Agreement. County shall furnish Consultant only those facilities, equipment, and other materials, if any, and shall perform those obligations, if any, listed in Exhibit C according to the terms and conditions set forth in Exhibit C.
4. **General Provisions.** The general provisions set forth in Exhibit D are part of this Agreement. Any inconsistency between said general provisions and any other terms or conditions of this Agreement shall be controlled by the other term or condition insofar as it is inconsistent with the general provisions.
5. **Exhibits.** All exhibits referred to herein are attached hereto and by this reference incorporated herein.
6. **Time for Performance.** Time is of the essence, and, subject to County's compliance with Exhibit C and to the provisions of paragraph 3 of Exhibit D, failure of Consultant to perform any services within the time limits set forth in Exhibit A, if any, shall constitute material breach of this Agreement. Agreement start date shall be the date of execution of the contract.
7. **Notices.** Any notice or demand required to be given herein shall be made by certified or registered mail, return receipt requested, confirmed fax or reliable overnight mail to the address of the respective parties set forth below:

COUNTY: Placer County Department of Facility Services  
Parks and Grounds Division  
Attn: Tim Arndt, Senior Project Manager  
11476 "C" Avenue  
Auburn, CA 95603  
Phone: (530) 886-4994  
Fax: (530) 889-6809

CONSULTANT: Carlton Engineering, Inc.  
Attn: Carl Sloan, PE  
3883 Ponderosa Road  
Shingle Springs, CA 95682  
Phone: (530) 677-5515  
Fax: (530) 677-6645

REMIT TO CONSULTANT:  
Carlton Engineering, Inc.  
Attn: Carl Sloan, PE  
3883 Ponderosa Road  
Shingle Springs, CA 95682

County or Consultant may from time to time designate any other address for this purpose by written notice to the other party.

Executed as of the day first above stated:

COUNTY OF PLACER "County"

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

Date: \_\_\_\_\_

CARLTON ENGINEERING, INC. "Consultant"

By:   
Alan Carlton, President

Date: 9/16/08

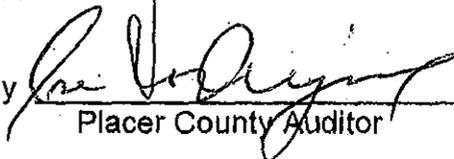
By:   
Tom Burkhardt, Secretary

Date: 9/16/08

Approved as to Form

Approved as to Funds

By: \_\_\_\_\_  
Placer County Counsel

By:   
Placer County Auditor

- Attachment A: Scope of Services
- Attachment B: Payment for Services Rendered
- Attachment C: Facilities, Equipment, and Other Materials and Obligations of County
- Attachment D: General Provisions
- Attachment E: Confidential Accounting Information

## EXHIBIT A

### SCOPE OF SERVICES

The Scope of Services shall consist of the work described in the attached Exhibit A-1.

Said Scope of Work may be amended only with the prior written approval of the Consultant and the Placer County Director of Facility Services however, in no event shall such amendment create any additional liability to the County.

In addition to the services described above, County may request Additional Services on an as needed basis subject to the County's approval of a written Scope of Work and approval of a cost proposal. In no event shall said Additional Services exceed the cost allocated in Exhibit B. Work on any Additional Services may not proceed until authorized in writing by the Placer County Director of Facility Services. Any approved Additional Services and costs shall be appended to this Agreement and such work shall be subject to all of the provisions of this Agreement.

Consultant agrees to complete all work within the time limits set forth in Exhibit A-1.

## EXHIBIT A-1

### SCOPE OF SERVICES

#### PHASE 1 – PRELIMINARY DESIGN / SUPPORT OF EIR & PERMITS

##### Task 1-A Preliminary Design Options for 3 Bridge Crossings

Under the direction of the County, the Consultant will develop bridge design options that provide appropriate aesthetics as well as necessary design capacities. The selection process will take into consideration aesthetics, flood plain and geotechnical constraints, as well as materials selection. Options utilizing wood, steel and concrete will be explored as well as construction methods employing prefabricated and site fabricated construction. Included in this Scope of Work is:

1. Attend meetings to better understand the needs of the County staff, the Trail Forum, and other team members.
2. Develop considerations for an efficient approach to issues created by the 100-year flood plain and access to the site. This will be achieved through a team approach to address each discipline's findings and concerns as well as a collaborative effort to establish the design criteria for each bridge.
3. Consultation with pre-engineered bridge companies to develop this potential cost savings option for presentation to the County.
4. Provide preliminary foundation design for one bridge which will be designed to a minimum of H20 loading for support of emergency vehicles. This bridge will serve as part of the trail system for pedestrian and equestrian users and is expected to have a total length over 100 feet in order to avoid the 100-year flood plain.
5. Provide preliminary foundation design for one bridge with a pickup and trailer loading.
6. Provide preliminary foundation design for one pedestrian bridge. This bridge will serve as part of the trail system for pedestrian and equestrian users and is expected to require spans over 100 feet in order to avoid the 100-year flood plain.
7. Cost estimates for each of the three bridge crossings will be provided.

##### **TASK 1-A DELIVERABLES**

- Opportunities and Constraints report including map for placement, a section criteria matrix, and design options for 3 bridges within Hidden Falls Regional Park (HFRP) property – one electronic and three hard copies of report.
- Preliminary foundation designs for 3 bridges – one hard copy and electronic copies compatible with AutoCAD and ESRI GIS software.
- Schematic bridge plan and profile drawings and cost estimates.

Meetings – one Project Kickoff meeting; email and/or phone conversations with County staff.

##### Task 1-B Topographical Survey of Potential Bridge Sites and Schematic Design of H20 Bridge Approach Roadway

Consultant will prepare Topographic Surveys on potential bridge sites (3) utilizing the following methods: A site benchmark relative to local datum will be established at each site. Approaches for each side of the bridge will be determined by the Consultant team and the client. After approaches are established, a centerline profile, being 100 feet in length, will be surveyed in order to determine an accurate representation of the crossing. Four additional profiles will be surveyed at 25 foot intervals on each side of the centerline in a similar manner. Additionally, each approach will be surveyed 100 feet beyond the proposed spans. Deliverable will be a CADD drawing for each

potential site being a 100 foot by 200 foot area in the crossing, with a additional 100 foot by approximately 40 foot area on each side for the approaches.

For the emergency access bridge site, topography and schematic approach design will be expanded to include connection to the nearest portion of the ranch road system capable of supporting emergency vehicle access. For budgeting purposes, we assume that the length of the approach is approximately 700' and that 1.5 days of field work will be required for the topographic mapping plus support and design services. Approach design shall include radius standards acceptable to the appropriate fire authorities.

<b>TASK 1-B SUMMARY</b>
<ul style="list-style-type: none"><li>• One hard copy and one electronic copy of topography of selected bridge sites – electronic data to be compatible with ESRI GIS software and State Plane NAD 1983 coordinates;</li><li>• One hard copy and one electronic copy of approach plan and profile data for the H20 bridge site in AutoCAD format able to be fit to GIS base mapping;</li><li>• Copies of all meeting notes and summaries.</li></ul>
Meetings – email and/or phone conversations with County staff.

**Task 1-C Hydrology and Geotechnical Reports**

Consultant will prepare and submit one (1) draft and, upon County approval, one (1) final drainage study for the project, in accordance with all applicable Placer County standards. Scope of the study to include;

1. Gather flow data from County
2. Delineation of the 100-year flood plain limits.
3. Develop Hydrologic/Hydraulic Report.

Geotechnical Engineering Methodology is defined in Task 1-D to address Bridge Abutment Sites.

<b>TASK 1-C DELIVERABLES</b>
<ul style="list-style-type: none"><li>• Draft drainage report – three hard copies and one electronic copy</li><li>• Final drainage report - three hard copies and one electronic copy</li></ul>
Meetings – email and/or phone conversations with County and Flood Control District staff.

**Task 1-D Soils Report for Bridge Abutment Sites, Staging Areas, Garden Bar Road, and Access Road.**

Geotechnical Engineering Report – For the on-site regional park improvements planned in Phase 1, Consultant will prepare a Geotechnical Engineering Report (GER) in accordance with ASTM D420 methods to determine soil, rock, and ground water conditions. The objective of the investigation will be to identify and locate, both horizontally and vertically, significant soil and rock types and ground water conditions present within the on-site improvement areas and to establish the characteristics of the subsurface materials by sampling or in situ testing, or both. Consultant is familiar with the site and with the geotechnical conditions. The subsurface conditions in portions of the project area are characterized as shallow soils developed on competent bedrock. The shallow soils are much more permeable than the underlying bedrock and provide an opportunity for perched groundwater, and the bedrock can provide difficult excavation conditions, especially for utility trenching. The approach will be to describe the excavation characteristics suitably to guide the County and Contractors with assessing the anticipated subsurface conditions. This approach will provide specific information to address the need and criteria for rock blasting.

The Phase 1 design support GER will assess the overall infrastructure improvements including underground utilities and 1.5 miles of roadways with parking. Findings will be summarized in a report that contains an Executive Summary suitable for inclusion in the EIR and permit applications.

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The Phase 1 GER will also focus on the abutment areas for two bridges with an optional focus on a third bridge. Our experience is that large free-span bridges can impart significant reaction force into the abutments, and this knowledge will guide our field and laboratory studies to optimize the foundation locations and depths. Consultant will evaluate rock strength and rock anchor design in the event that the abutments are founded near rock.

The Phase 1 design support GER includes the following services.

1. To achieve the characterization of the subsurface conditions, Consultant will perform a site reconnaissance and review published geologic and geotechnical material pertaining to the site vicinity. Additionally, historic aerial photographs will be reviewed to ascertain the nature of the site over time to aid in the interpretation of the data obtained from this study.
2. The site reconnaissance will include a preliminary evaluation of the bridge location alternatives and provide additional information for the alternatives analysis. Once the preferred locations of the bridges are established, Consultant will drill borings, dig test pits, or perform cone penetrometer tests, obtain soil samples, construct piezometers, and do other field work and tests as required to obtain sufficient information to make recommendations in the geotechnical report. Soils shall be classified using the Unified Soil Classification System. The initial review will support the following exploratory boring breakdown:
  - a. General – 6 borings for Garden Bar Road, Access Road and 1.5 miles of on-site roadway, 2 staging areas, rock excavation characteristics, and areas of suspected saturation or instability; and
  - b. Three Bridge Abutments – 6 borings for the foundation pressure, lateral pressure, rock mechanics and anchor design, scour and backfill.
3. Field and Laboratory Tests – Consultant shall perform field and laboratory tests of the type and number as required to obtain sufficient information to prepare the geotechnical report, which shall state the standards used for the laboratory tests. The following testing will be anticipated:
  - a. General – 2 tests to include analysis of Classification, Sieve, Density and Compaction, Corrosion, Rock Strength, R-Value; and
  - b. Three Bridge Abutments – 3 tests to include analysis of Classification, Sieve, Soil and Rock Strength, Density and Compaction, R-Value.
4. Geotechnical Report – Consultant will submit a draft and final Phase 1 Geotechnical Engineering Report. The draft report shall be submitted for the review and comment by the County. The final report shall incorporate changes as required by the County's comments. For all design values, the report will indicate if they are allowable design values or ultimate values to avoid use of double safety factors in the design.
5. Review of Project Drawings and Specifications – Consultant will conduct a geotechnical review of the Phase 1 project drawings and specifications on those aspects of the project related to the soil investigation and recommend changes that are required.
6. Design Meetings – Consultant's Geotechnical representative will attend two design meetings for Phase 1.

<b>TASK 1-D DELIVERABLES</b>
<ul style="list-style-type: none"> <li>• One electronic and three hard copies of draft report;</li> <li>• One electronic and three hard copies of final report.</li> </ul>
Meetings – up to two meetings with County staff and/or applicable agencies plus phone and email communication.

**Task 1-E Design Storm Water Treatment System (Optional)**

Consultant will design storm water treatment systems using passive, low maintenance, and natural best management practices. Treatment and systems will be identified for storm water traversing impervious/paved surfaces. This study includes analysis of the new Staging Area on the Spears Ranch property only. Systems will include, but not be limited to the following:

Temporary best management practices during construction:

1. Stabilized construction entrance(s);
2. Straw wattles placed at the perimeter of disturbed areas and on contour on disturbed slopes;
3. Gravel bags placed as appropriate within the flow lines of existing and proposed swales;
4. Sediment control basins;
5. Contour grading;
6. Hydroseeding; and
7. Straw matting.

Permanent best management practices:

1. Natural filter strips;
2. Bio swales;
3. Contour grading;
4. Hydroseeding; and
5. Sediment control basins designed to appear to be part of the natural landscape.

<b>TASK 1-E DELIVERABLES</b>
<ul style="list-style-type: none"><li>• Graphics and narrative to support agency environmental and design review;</li><li>• Copies of all meeting notes and summaries.</li></ul>
Phone and email communication with agency and County staff.

**Task 1-F Preliminary Analysis – Garden Bar Road and Access Road**

1. Land Survey Services – Consultant will prepare a Topographic Survey on Garden Bar Road, the park access road, and staging area for improvements. Roads will be surveyed at 50 foot intervals, BCs, ECs, and Grade Breaks. Surveyed items will include a strip approximately 3.7 miles long and 50 feet in width for alignment and grade, any visible utilities, and other distinctive features to aid in the decision making for future improvements. The topographic mapping will follow the existing roadway alignment and will not include right of way areas outside of the roadway. Right-of-way data available from the County shall be plotted as a feature of the schematic plan of Garden Bar Road and the Access Road. Deliverable will be a CADD drawing for the roadway strip and proposed staging area.
2. Civil Engineering Services – Consultant will provide Schematic Design for Garden Bar Road, park access road, and staging area based on the input from the County, the topographical survey and geotechnical recommendations. The Consultant shall perform a best-fit analysis of Phase 2 and 3 (18' paved width with 1' shoulders and 20' paved width with 2' shoulders respectively) improvement geometry (using the existing roadway centerline as the basis for design of the improved roadway) along Garden Gar Road and the Access Road taking into consideration geotechnical recommendations, status trees, utilities, existing right-of-way, and other limiting features to provide a recommended centerline alignment for improvements. A draft plan and profile shall be prepared for County review that emphasizes areas that cannot practically fit improvements within existing right-of way limits and/or threatens pertinent roadside

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features. Once the County provides direction to the Consultant, a final schematic plan and profile shall be prepared delineating the preferred centerline for future improvements. Multiple rights of way exist for this roadway. This task does not include resolution of these rights of way, nor does it include complex analysis of multiple roadway alignments within multiple rights of way.

3. Consultant will provide a schematic design for Garden Bar Road and Park Access.
4. Consultant will provide a schematic design for the staging area.

<b>TASK 1-F DELIVERABLES</b>
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| <ul style="list-style-type: none"> <li>• Phase 2 opportunities and constraints plan for Garden Bar Road and Access Road – Three hard copies and one electronic copy in AutoCAD and ESRI GIS compatible format;</li> <li>• Phase 3 opportunities and constraints plan for Garden Bar Road and Access Road – Three hard copies and one electronic copy in AutoCAD and ESRI GIS compatible format.</li> </ul> |
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Meetings with Community Development Resource Agency, Parks, and/or Public Works staff; presentation of Garden Bar Road information at up to 2 public meetings.
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**Task 1-G** Opinion of Probable Cost

1. Consultant will provide itemized cost estimates using current unit costs and probable quantities based on schematic designs for proposed improvements.
2. Itemized costs will be provided and delineated for all work packages including bridges with approaches, Garden Bar Road and park access road, and staging areas.

<b>TASK 1-G DELIVERABLES</b>
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One electronic copy of itemized cost estimate in Microsoft Excel format;
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Meetings – phone and email communication with County staff.
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**Task 1-H** Thematic Design Standards

Under direction of County, Consultant will develop the thematic design standards for park entry, bridges, signage, trail features and other common improvements. The design standards will address form, materials, and other aesthetic considerations as needed to ensure that park improvements are harmonious with the natural environment, and the existing features developed on the Didion portion of the Park. Other consideration will be meeting the functional needs of park visitors and consideration of sustainable and low maintenance qualities.

For this task the Consultant will provide the following services:

1. Attend one initial meeting with the Trail Forum and a second initial meeting with the Culture/Nature Education Forum. At these meetings the Consultant along with the County, will provide an overview of the process for developing Thematic Design Standards, explain what they will address, and describe how they will be used in future improvements at HFRP. The meetings will also be used to gather input from attendees on preferred design approaches to various elements and examples of features that they feel are good prototypes or models for HFRP.
2. Following the meetings the Consultant will review and provide feedback on any meeting minutes as prepared by County staff.
3. Attend one meeting with County staff to discuss thematic design standards development in consideration of input from the above mentioned meetings.
4. Prepare draft Thematic Design Standards document, which will address materials, formal elements, aesthetic criteria, and related construction practices.
5. Attend a consolidated meeting with the Trail and Culture/Nature Education Forums to present and get feedback on draft Thematic Design Standards.

6. Meet with County staff to review changes and finalize standards.

Optional meetings:

At the request of the County, attend work session(s) with Planning Commission and/ or Board of Supervisors to obtain feedback prior to further refinement of thematic design standard development. This meeting would occur at a time frame designated by the County Staff.

**TASK 1-H DELIVERABLES**

- Five hard copies in binders and one electronic copy of draft Hidden Falls Design Standards;
- Five hard copies in binders and one electronic copy of final Hidden Falls Design Standards.

Meetings – two meetings Trail Forum and/or Nature/Cultural Education Forum; two meetings with County staff, and additional phone and e-mail communication.

**Task 1-I Presentation Renderings of Bridges and Thematic Design Standards**

1. Under County direction, Consultant will prepare presentation quality renderings of bridges and graphics to illustrate the thematic design standards.

**TASK 1-I DELIVERABLES**

- One mounted color rendering of each feature;
- Scanned electronic image of all colored renderings.

Meetings – phone and email communication with County staff.

**Task 1-J Executive Summary of Reports Analysis and Design Standards**

Consultant will provide executive summaries of reports, analyses and design considerations.

**TASK 1-J DELIVERABLES**

Three hard copies and one electronic copy of all summary reports, analysis, and design standards.

Meetings – phone and email communication with staff.

**Task 1-K Environmental Support for Permitting**

1. Consultant will provide geometric information for proposed features (e.g. bridge abutments, piers, approaches to bridges) and flood plane data as needed to support the County in securing permits needed for construction of the proposed improvements. The extent of these surveys will be determined in consultation with the County's Community Development Resource Agency and/or environmental consultant to comply with the protocols of the relevant permitting agencies, including California Department of Fish and Game, U.S. Army Corps of Engineers, the California Department of Water Resources. Surveys may include special status species assessments and wetland delineations as required to ensure compliance with the federal Endangered Species Act (ESA), the California Endangered Species Act (CESA), and sections of the Clean Water Act.

**TASK 1-K DELIVERABLES**

Geometric data in AutoCAD and ESRI GIS compatible format to sub-meter accuracy.

Meetings – one meeting with agency and/or environmental consultant staff; phone and email communication with staff.

### **Task 1-L Meetings**

Meeting attendance is described in the narrative and deliverables summary of each task item. The Agreement allotment for this Task 1-L shall be applied to any tasks within the scope of this Agreement as requested by the County. Meeting preparation and attendance shall consist of the following:

1. Review pertinent meeting topic information and layout prepare graphics and information to facilitate the meeting agenda;
2. Project kick-off meeting with Placer County staff, environmental consultants, and sub-consultants, to confirm project scope understanding, and to obtain pertinent project data; and
3. Refine work plan and timelines as necessary.

<b>TASK 1-L DELIVERABLES</b>
<ul style="list-style-type: none"><li>• Preparatory graphics and information to facilitate meeting;</li><li>• Meeting agenda.</li></ul>
Meetings – allotment of up to 10 public and/or staff meetings as requested by the County as described in various other tasks.



### **Task 1-M Septic System Design**

Consultant will provide evaluations of the existing waste water disposal systems serving the identified facilities on the site regarding their potential to serve future uses for the project. If the existing system is found to be inadequate to serve the future uses, additional site testing and design will be conducted. Scope to include the following:

1. Existing Septic System Evaluations – Participate in project kick-off meetings; conduct file review of Placer County Division of Environmental Health records to determine location and size of existing disposal systems; ascertain from the County the intended uses of the septic systems including projected daily sewage flows to use in design calculations; visit the site to evaluate the existing conditions; and provide engineering calculations to determine if the existing systems are adequate for the intended future uses.
2. New Septic System Feasibility Study – Obtain site evaluation permits from Placer County Division of Environmental Health; conduct site evaluations with County representatives including soil mantle evaluations and percolation testing of the potential waste water disposal areas.
3. Septic System Designs – Prepare two septic system designs and construction documents from either the exiting system and site observation data, or from the site information and data developed from the New Septic System Feasibility Study. Septic Systems to be designed to serve the uses determined by the County with alternatives acceptable to County Environmental Health.

<b>TASK 1-M DELIVERABLES</b>
<ul style="list-style-type: none"><li>• Two hard copies and one electronic copy of graphic and narrative results of existing conditions and on-site testing results;</li><li>• Three hard copies and one electronic copy of each septic system design with Construction documents.</li></ul>
Meetings – One preliminary meeting with County staff; one on-site meeting with Environmental Health Division staff during on-site testing.

## PHASE 1A

The Scope of Services for the preparation of an Initial Trail Connectivity Study linking HFRP with the Placer Land Trust Taylor Property and provide necessary data to support future acquisition considerations includes the following tasks.

### Task 1A-A Preliminary Schematic Design Options for 2 Additional Bridge Crossings

Consultant's structural department will provide analysis of the two (2) bridges needed for the Trail Connectivity Study. Consultant will be responsible for providing preliminary design as follows:

1. Attend meetings required for communication with the County to better understand the needs and address all the concerns of the County staff, the Trail Forum, and other team members.
2. Develop considerations for an efficient approach to issues created by the 100-year flood plain and access to the site. This will be achieved through a team approach to address each discipline's findings and concerns as well as a collaborative effort to establish the design criteria for each bridge.
3. Provide cost benefit analysis, in bridge design considerations, for accommodation of various sizes and types of service vehicles across bridges.
4. Consultation with pre-engineered bridge companies to develop this potential cost savings option for presentation to the County.
5. Provide preliminary foundation design for each bridge.
6. Cost estimates for each bridge crossing will be provided.

#### TASK 1A-A DELIVERABLES

##### Products:

- Opportunities and Constraints report for bridge placement within the connectivity boundary – one electronic and three hard copies of report;
- Copies of all meeting notes and summaries;
- Schematic bridge plan and profile drawings.

Meetings – Up to five (5) meetings (in addition to the kickoff meeting described above)

### Task 1A-B Topographical Survey of Potential Bridge Sites

Consultant will prepare Topographic Surveys on potential bridge sites utilizing the following methods: A site benchmark relative to local datum will be established at each site. Approaches for each side of the bridge will be determined by the Consultant team and the client. After approaches are established a centerline profile, being 100 feet in length, will be surveyed in order to determine an accurate representation of the crossing. Four additional profiles will be surveyed at 25 foot intervals on each side of the centerline in a similar manner. Additionally, each approach will be surveyed 100 feet beyond the proposed spans. Deliverable will be a CADD drawing for each potential site being a 100 foot by 200 foot area in the crossing, with a additional 100 foot by approximately 40 foot area on each side for the approaches.

#### TASK 1A-B DELIVERABLES

- One hard copy and one electronic copy of topography and flood plane limits in vicinity of selected bridge sites – electronic data to be compatible with ESRI GIS software and State Plane NAD 1983 coordinates;
- One hard copy and one electronic copy of approach plan and profile data for each bridge site in AutoCAD format able to be fit to GIS base mapping;
- Copies of all meeting notes and summaries.

Meetings – email and/or phone conversations with County staff within allocated labor hours.

**Task 1A-C Hydrology and Geotechnical Reports**

Civil Engineering Services – Consultant will prepare and submit one (1) final drainage report for the project, in accordance with all applicable Placer County standards. Scope of the report to include:

1. Gather flow data from County;
2. Delineation of the 10-year and 100-year flood plain limits;
3. Develop Hydrologic / Hydraulic Report;

Geotechnical Engineering Methodology is defined in Task E to address Bridge Abutment Sites.

**TASK 1A-C DELIVERABLES**

- Draft drainage report – three hard copies and one electronic copy;
- Final drainage report – three hard copies and one electronic copy.

Meetings – email and/or phone conversations with County and Flood Control District staff.

**Task 1A-D Develop Storm Water Treatment Recommendations (Optional)**

Consultant will design storm water treatment systems using passive, low maintenance, and natural best management practices. Systems will include, but not be limited to, the following.

Temporary best management practices during construction:

1. Stabilized construction entrance(s);
2. Straw waddles placed at the perimeter of disturbed areas and on contour on disturbed slopes;
3. Gravel bags placed as appropriate within the flow lines of existing and proposed swales.
4. Sediment control basins;
5. Hydroseeding; and
6. Straw matting.

Permanent best management practices:

1. Natural filter strips;
2. Grassy swales;
3. Hydroseeding; and
4. Sediment control basins designed to appear to be part of the natural landscape.

**TASK 1A-D DELIVERABLES**

- Graphics and narrative to support agency environmental and design review as needed;
- Three hard copies and one electronic copy of Drainage Report;
- Copies of all meeting notes and summaries.

Up to one meeting with NPDES agency staff (potentially combined with other meetings). Phone and email communication with agency and County staff.

**Task 1A-E Soils Report for Bridge Abutment Sites**

Geotechnical Engineering Study – For the on-site regional park improvements planned in Phase 1, Consultant will prepare a Geotechnical Engineering Report (GER) in accordance with ASTM D420 methods to determine soil, rock, and ground water conditions. The objective of the investigation will be to identify and locate, both horizontally and vertically, significant soil and rock types and ground water conditions present within the on-site improvement areas and to establish the characteristics of the subsurface materials by sampling or in situ testing, or both. The subsurface conditions in

portions of the project area are characterized as shallow soils developed on competent bedrock. The shallow soils are much more permeable than the underlying bedrock and provide an opportunity for perched groundwater, and the bedrock can provide difficult excavation conditions, especially for utility trenching. Consultant's approach will be to describe the excavation characteristics suitably to guide the County and Contractors with assessing the anticipated subsurface conditions. This approach shall provide specific information to address the need and criteria for rock blasting should it be necessary.

The Phase 1A design support GER will generally assess the bridge abutment geology. Findings will be summarized in a report that contains an Executive Summary suitable for inclusion in the EIR and permit applications. The Phase 1A GES will also focus on the abutment areas for two bridges and their approaches. Rock strength and rock anchor design shall be evaluated in the event that the abutments are founded near rock.

The Phase 1A design support GER includes the following services.

1. To achieve the characterization of the subsurface conditions, Consultant will perform a site reconnaissance and review published geologic and geotechnical material pertaining to the site vicinity. Additionally, historic aerial photographs will be reviewed to ascertain the nature of the site over time to aid in the interpretation of the data obtained from this study.
2. The site reconnaissance will include a preliminary evaluation of the bridge location alternatives and provide additional information for the alternatives analysis. Once the preferred locations of the bridges are established, Consultant will drill borings, dig test pits, or perform cone penetrometer tests, obtain soil samples, construct piezometers, and do other field work and tests as required to obtain sufficient information to make recommendations in the geotechnical report. Soils shall be classified using the Unified Soil Classification System.
3. The following exploratory boring breakdown is expected:
  - a. Two Bridge Abutments – 4 borings for the foundation pressure, lateral pressure, rock mechanics and anchor design, scour and backfill.
4. Field and Laboratory Tests – Consultant shall perform field and laboratory tests of the type and number as required to obtain sufficient information to prepare the geotechnical report, which shall state the standards used for the laboratory tests. The following test breakdown is expected:
  - a. General – 1 test to include analysis of Classification, Sieve, Density and Compaction, Corrosion, R-Value; and
  - b. Two Bridge Abutments – 2 tests to include analysis of Classification, Sieve, Strength, Density and Compaction, R-Value.
5. Geotechnical Report – Consultant will submit a draft and final Phase 1A Geotechnical Engineering Study. The draft report shall be submitted for the review and comment by the County. The final report shall incorporate changes as required by the County's comments. For all design values, the report will indicate if they are allowable design values or ultimate values to avoid use of double safety factors in the design.
6. Review of Project Drawings and Specifications – Consultant will conduct a geotechnical review of the Phase 1A project drawings and specifications on those aspects of the project related to the soil investigation and recommend changes that are required.
7. Design Meetings – Consultant's Geotechnical representative will attend a maximum of two (2) design meetings for Phase 1A.

**TASK 1A-E DELIVERABLES**

- One electronic and three hard copies of draft report;
- One electronic and three hard copies of final report.

Meetings – up to two meetings with County staff and/or applicable agencies plus phone and email communication.

**Task 1A-F Trail Alignment Alternatives**

Taking into consideration the input from the stakeholder meetings, site constraints developed from the topographic survey, and analysis of other factors such as parcel configuration, potential bridge crossings, access to existing roads, and staging area requirements, Consultant and Foothill Associates will propose a preferred and alternate trail alignment. These alignments will be designed to provide optimized functionality, safety, and cost efficiency while minimizing the impact on natural resources and private property owners. The proposed alignments will be flagged and a GIS data layer will be developed showing the conceptual routes.

**TASK 1A-F DELIVERABLES**

- Corridor flagging of trail alternatives;
- Finish flagging of preferred alignment at 5 foot intervals;
- One hard copy and one electronic copy of flagged trail alignments in ESRI GIS format to sub-meter accuracy.

Meetings – up to two meetings with County staff and others one of those meetings may be in field.

**Task 1A-G Executive Summary of Reports Analysis and Design Standards**

Consultant will provide executive summaries of reports, analyses and design considerations.

**TASK 1A-G DELIVERABLES**

Three hard copies and one electronic copy of all summary reports, analysis, and design standards

Meetings – phone and email communication with staff.

**Task 1A-H – Presentation Schematic Renderings of Bridges**

1. Consultant's Planner and Structural Engineers will work in concert with Foothill Associates' Landscape Architects to prepare presentation quality renderings of proposed bridges.

**TASK 1A-H DELIVERABLES**

- One mounted color rendering of each feature;
- Scanned electronic image of all colored renderings.

Meetings – N/A

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<b>Exhibit A-1 - Scope of Services – Schedule *</b>			
<b>Work Item</b>	<b>Duration</b>	<b>Begin Date</b>	<b>End Date</b>
Project Awarded to Consultant Team	0 days	September 9, 2008	September 9, 2008
Project Start Up and Kick-off Meeting Preparation	4 days	September 9, 2008	September 11, 2008
Kick-off Meeting	0 days	September 12, 2008	September 12, 2008
Phase 1 Preliminary Design/Support of EIR & Permits	150 days	September 15, 2008	April 10, 2009
Thematic Design Standards Development	53 days	September 15, 2008	November 26, 2008
Perform Technical Studies	90 days	September 15, 2008	January 16, 2009
Perform Topographic Survey	45 days	September 11, 2008	November 11, 2008
Perform Geotechnical Analysis	28 days	September 15, 2008	November 14, 2008
Perform Hydrologic/Hydraulic Analysis at Bridge Locations	45 days	November 17, 2008	January 16, 2009
Perform Septic Analysis	35 days	September 15, 2008	October 31, 2008
Perform Storm Water Treatment Analysis	20 days	September 11, 2008	October 7, 2008
Perform Bridge Type Analysis	60 days	January 19, 2009	April 10, 2009
Garden Bar Road, Park Access Road & Staging Area Analysis	110 days	September 15, 2008	February 13, 2009
Perform Topographic Survey	45 days	September 15, 2008	November 14, 2008
Perform Geotechnical Analysis	28 days	September 15, 2008	October 22, 2008
Schematic Design of Garden Bar Rd, Park Access & Staging Area	65 days	November 17, 2008	February 13, 2009
Phase 1A – Preparation of an Initial Trail Connectivity Study	90 days	September 9, 2008	January 12, 2009
Gather and Review Existing Data	10 days	September 9, 2008	September 22, 2008
Meet with County to Discuss Potential Bridge Locations	0 days	September 22, 2008	September 22, 2008
Topographic Survey of Potential Bridge Crossing Sites	30 days	September 23, 2008	November 3, 2008
Geotechnical Analysis of Bridge Sites	30 days	September 23, 2008	November 3, 2008
Hydrologic Analysis of Bridge Sites	30 days	November 4, 2008	December 15, 2008
Analysis of Trails Alternatives	40 days	September 23, 2008	November 17, 2008
Meet with County to Review Studies and Alternatives	0 days	December 15, 2008	December 15, 2008
Preparation of Executive Summary of Studies	20 days	December 16, 2008	January 12, 2009
Preparation of Bridge Renderings	15 days	December 16, 2008	January 5, 2009
Submit Final Executive Study	0 days	January 12, 2009	January 12, 2009

**\* Schedule may be adjusted proportionally forward based on actual date of Contract execution.**

## EXHIBIT B

### PAYMENT FOR SERVICES RENDERED

Consultant shall be paid by County monthly as work progresses, not to exceed the amount below for the identified tasks.

Consultant shall submit invoices monthly for work performed. Provided the work has been satisfactorily performed, County shall pay invoices within thirty (30) days after approval of the invoice. Consultant shall provide such additional information as the County may request to verify any of the amounts claimed for payment in any invoice.

The invoices shall also include a spreadsheet that shows task budgets, charges by task for the current invoice, cumulative charges to date by task, and percent of budget remaining by task.

The total amount payable for each task shall not exceed the amount set forth below/on Exhibit B-1; provided, however, upon written request of the Consultant and with written approval of the Placer County Director of Facility Services, the County may adjust the amount to be paid for any task if the County deems it necessary and appropriate. However, the total amount payable for all services provided under this Agreement, including additional services, shall not exceed **Three Hundred Ninety Thousand, Six Hundred Ninety-One Dollars and no/100 Dollars (\$390,691.00)**.

**EXHIBIT B-1**

<b>TASK</b>	<b>TASK TITLE</b>	<b>COST</b>
<b>PH 1</b>	<b>Preliminary Design / Support of EIR and Permits</b>	
A	Preliminary Design Options for 2 Bridge Crossings with an option for a third bridge crossing	58,158.00
B	Topographical Survey and Potential Bridge Sites	15,637.00
C	Hydrology and Geotechnical Reports	12,220.00
D	Soils Studies and Bridge Abutment Sites	14,426.50
E	Design Storm Water Treatment System (optional)	-
F	Preliminary Analysis - Garden Bar Road and Access Road	43,276.00
G	Opinion of Probable Cost	6,948.00
H	Thematic Design Standards	30,032.00
I	Presentation Renderings of Bridges and Thematic Design Standards	8,132.00
J	Executive Summary of Reports Analysis and Design Standards	6,103.00
K	Environmental Support for Permitting	20,840.00
L	Meetings	12,594.00
M	Septic System Design	10,300.00
N	Public Hearing(s) (Optional)	2,370.00

<b>PH 1A</b>	<b>Preparation of An Initial Trail Connectivity Study</b>	-
A	Preliminary Schematic Design Options for 2 Additional Bridge Crossings	28,992.00
B	Topographical Survey and Potential Bridge Sites	6,958.00
C	Hydrology and Hydraulic Reports	11,890.00
D	Develop Storm Water Treatment Recommendations	-
E	Soils Studies and Bridge Abutment Sites	9,862.50
F	Trail Alignment Alternatives	16,040.00
G	Executive Summary of Reports Analysis and Design Standards	6,222.00
H	Presentation Schematic Renderings of Bridges	3,940.00
I	Public Hearing(s) (Optional)	2,370.00

	Laboratory Testing Reimbursable Expenses / Sub Consultants	13,380.00
	<b>TOTAL BASIC FEE:</b>	<b>\$ 340,691.00</b>

This Agreement allows for Additional Work as necessary on the prior written approval from the Placer County Director of Facility Services in the maximum amount of \$50,000.

The County may, in its sole discretion, withhold up to ten percent (10%) of any payment as security for the completion of the Work. Within thirty (30) days after approval of Consultant's final invoice, and provided all services have been satisfactorily completed, County shall release and pay any withheld retention.



# FOOTHILL ASSOCIATES

ENVIRONMENTAL CONSULTING • PLANNING • LANDSCAPE ARCHITECTURE

2 0 0 8 R A T E S C H E D U L E

## Labor

### Rates for Technical Staff

Senior Technical Staff .....	\$105-190
Legal Deposition .....	\$300
Legal Testimony .....	\$450
Associate Technical Staff .....	\$85-105
Assistant Technical Staff .....	\$70-85

### Rates for CAD/GIS Staff

Senior CAD/GIS Staff .....	\$95-135
Associate CAD/GIS Staff .....	\$80-95
Assistant CAD/GIS Staff .....	\$70-80

### Rates for Administrative Staff

Administrative Staff .....	\$55-80
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## Direct Expenses

Mileage .....	\$0.585 per mile
All Terrain Vehicle .....	\$150 per day
GPS Unit .....	\$110 per day
Incubator .....	\$400 per month
Projector .....	\$110 per day
Laser Level and Rod .....	\$75 per day
Rod .....	\$25 per day
Pressure Transducer (GW-WL16) .....	\$125 per day
Stream Gage (Sigma-950AV) .....	\$700 per day
Photocopy .....	\$0.10 per copy
CAD Line Production Plot (Black & White) .....	\$1.80 per linear foot
CAD Line Plot (Black & White) .....	\$6 per linear foot
CAD Line Plot (Color) .....	\$12 per linear foot
CAD Photo Plot (Bond Paper) .....	\$20 per linear foot
CAD Photo Plot (Gloss Paper) .....	\$30 per linear foot
Color Graphics (8½x11) .....	\$5
second set .....	\$1
Color Graphics (11x17) .....	\$10
second set .....	\$2
Natural Diversity Database .....	\$275 per run
Digital Files (on CD/DVD) .....	\$5 per CD/DVD

10% fee on subconsultants and other direct expenses.

## Insurance Coverage

Foothill Associates maintains the following insurance coverage:

Type	Amount
Errors and Omissions .....	\$2,000,000
General Commercial Liability .....	\$2,000,000
Motor Vehicle Liability .....	\$1,000,000
Workers Compensation .....	Per State of California Requirements

Rates subject to review and change on an annual basis.



**CARLTON ENGINEERING, INC.  
RATE SCHEDULE  
FOR PROFESSIONAL SERVICES  
AS OF July 1, 2008**



	<b>Hourly Rate</b>
<b><u>PROFESSIONAL SERVICES</u></b>	
<b><u>CIVIL &amp; STRUCTURAL ENGINEERING</u></b>	
01 Principal	\$210
02 Principal Engineer	\$185
74 Program Director	\$165
78 Senior Hydrologist	\$180
61 Senior Planner	\$170
08 Senior Engineer	\$149
10 Senior Project Engineer	\$138
09 Project Engineer	\$124
75 Senior Project Manager	\$156
89 Project Manager III	\$145
88 Project Manager II	\$134
87 Project Manager I	\$120
16 Staff Engineer	\$117
36 Senior Staff E.I.T.	\$110
30 Staff E.I.T. II	\$104
04 Staff E.I.T. I	\$95
25 Senior Structural/Civil Engineering Technician	\$99
26 Structural/Civil Engineering Technician	\$88
62 Intern	\$72
<b><u>GEOTECHNICAL &amp; ENVIRONMENTAL SERVICES</u></b>	
74 Program Director	\$165
34 Senior Engineer	\$149
39 Senior Project Engineer	\$138
27 Project Engineer	\$124
16 Staff Engineer	\$117
75 Senior Project Manager	\$156
89 Project Manager III	\$145
88 Project Manager II	\$134
87 Project Manager I	\$120
18 Senior Staff R.E.A.	\$107
36 Senior Staff E.I.T.	\$110
30 Staff E.I.T. II	\$104
04 Staff E.I.T. I	\$95
51 Senior Special Inspector with equipment	\$102
84 Senior Staff Scientist	\$100
77 Staff Scientist	\$90
52 Senior Special Inspector	\$95
32 Field Supervisor	\$124
63 Staff Special Inspector with equipment	\$84
53 Staff Special Inspector	\$81
79 Quality Assurance Manager	\$108
73 Quality Assurance ET	\$93
24 Senior Geo. Engineering Technician	\$79
12 Geotechnical Engineering Technician	\$74
11 Field Technician	\$72
38 Jr. Engineering Technician	\$68
71 Senior Special Inspector with equipment (Prevailing Wage)	\$122
69 Senior Special Inspector (Prevailing Wage)	\$109
72 Staff Special Inspector with equipment (Prevailing Wage)	\$107
70 Staff Special Inspector (Prevailing Wage)	\$99
67 Senior Engineering Technician (Prevailing Wage)	\$97
68 Engineering Technician (Prevailing Wage)	\$95



**CARLTON ENGINEERING, INC.  
RATE SCHEDULE  
FOR PROFESSIONAL SERVICES  
AS OF July 1, 2008**



	<b>Hourly Rate</b>
<b><u>PROFESSIONAL SERVICES</u></b>	
<b><u>SURVEYING SERVICES</u></b>	
31 Land Surveyor Specialist	\$187
33 Senior Land Surveyor	\$165
03 Sr Project Land Surveyor	\$139
58 Sr. Staff LSIT	\$110
05 Project Land Surveyor	\$109
57 Staff LSIT	\$100
23 Senior Survey Technician	\$92
98 LD Consulting	\$200
83 Survey Technician	\$83
40 Two Man Survey Crew-Foothills	\$181
42 Three Man Survey Crew-Foothills	\$255
41 Two Man Survey Crew-Valley	\$205
43 Three Man Survey Crew-Valley	\$280
44 Two Man Survey Crew (Prevailing Wage)	\$234
45 Three Man Survey Crew (Prevailing Wage)	\$337
46 Global Positioning System (GPS) Surveying (one man)	\$205
47 Global Positioning System (GPS) Surveying (two man)	\$280
<b><u>SUPPORT SERVICES</u></b>	
07 CAD Designer	\$95
20 Senior Draftsperson	\$88
21 Staff Draftsperson	\$77
19 Junior Draftsperson	\$72
22 Clerical	\$57
76 Expert Witness	\$361
56 Marketing Coordinator	\$100
Overtime after 8 hours in a day, but less than 12 hours	1.4 X Bill Rate
Overtime after 12 hours in a day	1.8 X Bill Rate
Per Diem Rates - High Cost Cities	\$325 per Day
Per Diem Rates - Low Cost Cities	\$225 per Day
Travel expenditures and Reimbursables	Cost + 15%
Reprographics: Bond Copies	.26 per SqFt
Reprographics: Mylar Plots	\$4.00 per SqFt
Reprographics: Color Plots	\$4.00 per SqFt
Mileage billed at .52 per mile	

\*\*\*\*\*Rates effective as of July Billing Cycle beginning June 23rd, 2008\*\*\*\*\*

## EXHIBIT C

### FACILITIES, EQUIPMENT, AND OTHER MATERIALS, AND OBLIGATIONS OF COUNTY

To permit the Consultant to render the services required herein, the County shall, at its expense and in a timely manner provide the following facilities, equipment, services or other materials:

1. Appoint a staff member to act as Project Manager;
2. Existing electronic and written information pertinent to the project;
3. County shall promptly review any and all documents and materials submitted by the Consultant.

All other information, facilities, and equipment required to complete the services described in Exhibit A of this Agreement shall be provided by the Consultant.

**EXHIBIT D  
GENERAL PROVISIONS**

1. **Independent Contractor.** At all times during the term of this Agreement, Consultant shall be an independent contractor and shall not be an employee of the County. All persons performing services for the Consultant under this Agreement shall be employees of the Consultant and not the County.
2. **Licenses, Permits.** Consultant represents and warrants to County that it has all licenses, permits, qualifications, and approvals of whatsoever nature, which are legally required for Consultant to practice its profession and shall, at its sole cost and expense, keep in effect or obtain at all times during the term of this Agreement, any licenses, permits, and approvals which are legally required for Consultant to practice its profession at the time the services are performed.
3. **Time.** Consultant shall devote such attention to the performance of services pursuant to this Agreement as may be necessary for the satisfactory and timely performance of Consultant's obligations pursuant to this Agreement. Neither party shall be considered in default of this Agreement to the extent performance is prevented or delayed by any cause, present or future, which is beyond the reasonable control of the party.
4. **Insurance.** Consultant shall file with County a Certificate of Insurance, with companies acceptable to County, with a Best's Rating of no less than A:VII showing the following coverage:
  - A. **Workers' Compensation and Employers' Liability Insurance**
    - 1) Workers' Compensation Insurance shall be provided, as required, by any applicable law or regulation. Employers' liability insurance shall be provided in amounts not less than one million dollars (\$1,000,000) each accident for bodily injury by accident, one million dollars (\$1,000,000) policy limit for bodily injury by disease, one million dollars (\$1,000,000) each employee for bodily injury by disease.
    - 2) If there is an exposure of injury to Consultant's employees under the U.S. Longshoremen and Harbor Workers' Compensation Act, the Jones Act, or under laws, regulations or statutes applicable to maritime employees, coverage shall be included for such injuries or claims.
    - 3) Each Workers' Compensation policy shall be endorsed with the following specific language:

Cancellation Notice "This policy shall not be canceled or materially changed without first giving thirty (30) days' prior written notice to the County."
    - 4) Consultant shall require all Subconsultants to maintain adequate Workers' Compensation Insurance. Certificates of Workers Compensation shall be filed forthwith with the County upon demand.
  - B. **General Liability Insurance**
    - 1) Comprehensive General Liability or Commercial General Liability insurance shall be provided covering all operations by, or on behalf of Consultant,

covering bodily injury liability and property damage liability for the limits of liability indicated below and including coverage for contractual liability insuring the obligations assumed by Consultant in this Agreement.

- 2) One of the following forms is required:
  - a) Comprehensive General Liability;
  - b) Commercial General Liability (Occurrence); or
  - c) Commercial General Liability (Claims Made).
  
- 3) If Consultant carries a Comprehensive General Liability policy, the limits of liability shall not be less than a Combined Single Limit for bodily injury, property damage, and Personal Injury Liability of:
  - a) One million dollars (\$1,000,000) each occurrence;
  - b) One million dollars (\$1,000,000) aggregate.
  
- 4) If Consultant carries a Commercial General Liability (Occurrence) policy:
  - a) The limits of liability shall not be less than:
    - i) One million dollars (\$1,000,000) each occurrence (combined single limit for bodily injury and property damage);
    - ii) One million dollars (\$1,000,000) for Products-Completed Operations;
    - iii) One million dollars (\$1,000,000) General Aggregate.
  
  - b) If the policy does not have an endorsement providing that the General Aggregate Limit applies separately to this Agreement, or if defense costs are included in the aggregate limits, then the required aggregate limits shall be two million dollars (\$2,000,000).
  
- 5) Special Claims Made Policy Form Provisions: Consultant shall not provide a Commercial General Liability (Claims Made) policy without the express prior written consent of County, which consent, if given, shall be subject to the following conditions:
  - a) The limits of liability shall not be less than:
    - i) One million dollars (\$1,000,000) each occurrence (combined single limit for bodily injury and property damage);
    - ii) One million dollars (\$1,000,000) aggregate for Products-Completed Operations;
    - iii) One million dollars (\$1,000,000) General Aggregate.
  
  - b) The insurance coverage provided by Consultant shall contain language providing coverage up to six (6) months following the completion of the Agreement in order to provide insurance coverage for the hold harmless provisions herein if the policy is a claims made policy.

C. Endorsements: Each Comprehensive or Commercial General Liability policy shall be endorsed with the following specific language:

- 1) "The County, its officers, agents, employees and volunteers, are to be covered as insureds for all liability arising out of operations, or on behalf of, the named insured in the performance of this Agreement."
- 2) "The insurance provided by the Consultant, including any excess liability or umbrella form coverage, is primary coverage to the County with respect to any insurance or self-insurance programs maintained by County, and no insurance held or owned by County shall be called upon to contribute to a loss."
- 3) "This policy shall not be canceled or materially changed without first giving thirty (30) days' prior written notice to County."

D. Automobile Liability Insurance

- 1) Automobile Liability insurance shall be provided covering bodily injury and property damage in an amount no less than one million dollars (\$1,000,000) combined single limit for each occurrence.
- 2) Covered vehicles shall include owned, non-owned, and hired automobiles/trucks.

E. Professional Liability Insurance (Errors & Omissions)

- 1) Professional Liability Insurance for Errors and Omissions coverage in the amount of not less than (\$2,000,000).
- 2) Professional Liability Insurance for Errors shall be provided by each sub-consultant in an amount not less than \$1,000,000 in aggregate.
- 3) The insurance coverage provided by the consultant shall contain language providing coverage up to six (6) months following completion of the Agreement in order to provide insurance coverage for the hold harmless provisions herein if the policy is a claims made policy.

5. **Indemnity.** Consultant hereby agrees to protect, defend, indemnify, and hold the County free and harmless from any and all losses, liabilities or damages, claims and liens, of every kind and character including, but not limited to, the amounts of judgments, penalties, interest, court costs, legal fees, and all other expenses incurred by the County, including claims, liens, debts, personal injuries, death, or damages to property (including employees or property of the County) and without limitation by enumeration, all other claims or demands of every character due to negligent performance, recklessness, or willful misconduct of Consultant. The claims covered by this Paragraph 5 include, without limitation, any claims brought by private person(s) and/or governmental agency(ies) relating in any way to alleged California Labor Code violations or alleged violation of prevailing wage laws, and/or any other employment-related laws. Consultant's obligation shall include the duty to defend County as set forth in California Civil Code Section 2778 and 2782.5. This provision is not intended to create any cause of action in favor of any third party against Consultant or the County or to enlarge, in any way, the Consultant's liability; but is intended solely to provide for indemnification of the County from liability for damages or injuries to third persons or property arising from Consultant's negligence, recklessness, or willful misconduct pursuant to this contract or agreement. As used above, the term "County" means the Placer County, or its officers, agents, employees and volunteers.

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6. **Consultant Not Agent.** Except as County may specify in writing Consultant shall have no authority, express or implied, to act on behalf of County in any capacity whatsoever as an agent. Consultant shall have no authority, express or implied, pursuant to this Agreement to bind County to any obligation whatsoever.

7. **Assignment/ Subcontracting Prohibited.** Consultant may assign its rights and obligations under this Agreement only upon the prior written approval of County, said approval to be in the sole discretion of County. Consultant shall not subcontract any portion of the work except as approved in advance and in writing by County or as set forth in Exhibit A, Scope of Services.

8. **Personnel.**

A. Consultant warrants that all personnel assigned by Consultant to perform the services are duly trained and qualified to perform the work. Consultant shall assign only competent personnel to perform services pursuant to this Agreement. In the event that County, in its sole discretion, at any time during the term of this Agreement, request the replacement of any person assigned by Consultant to perform services pursuant to this Agreement, Consultant shall remove and replace any such person immediately upon receiving notice from County.

B. Notwithstanding the foregoing, if specific persons are designated as part of a project team in Exhibit A, Scope of Services, Consultant agrees to perform the work under this agreement with those individuals identified. Reassignment or substitution of individuals or sub-consultants named in the project team by Consultant without the prior written consent of County shall be grounds for cancellation of the agreement by County, and payment shall be made pursuant to Paragraph 10 Termination only for that work performed by project team members.

9. **Standard of Performance.** Consultant shall perform all services required pursuant to this Agreement in the manner and according to the standards observed by a competent practitioner of the profession in which Consultant is engaged in the geographical area in which Consultant practices its profession. All products of whatsoever nature which Consultant delivers to County pursuant to this Agreement shall be prepared in a workmanlike manner and conform to the standards or quality normally observed by a person practicing in Consultant's profession.

10. **Termination.**

A. In the event County, in its sole discretion, deems it in the best interests of the public, County shall have the right to terminate this Agreement at any time without cause by giving notice in writing of such termination to Consultant. In the event County shall give notice of termination, Consultant shall immediately cease rendering service upon receipt of such written notice, pursuant to this Agreement. In the event County shall terminate this Agreement:

1) Consultant shall deliver copies of all writings prepared by it pursuant to this Agreement. The term "writings" shall be construed to mean and include: handwriting, typewriting, printing, photostating, photographing, and every other means of recording upon any tangible thing any form of communication or representation, including letters, words, pictures, sounds, or symbols, or combinations thereof.

- 2) County shall have full ownership and control of all such writings delivered by Consultant pursuant to this Agreement.
- 3) County shall pay Consultant the reasonable value of services rendered by Consultant to the date of termination pursuant to this Agreement not to exceed the amount documented by Consultant and approved by County as work accomplished to date; provided, however, that in no event shall any payment hereunder exceed the amount of the agreement specified in Exhibit B, and further provided, however, County shall not in any manner be liable for lost profits which might have been made by Consultant had Consultant completed the services required by this Agreement. In this regard, Consultant shall furnish to County such financial information as in the judgment of the County is necessary to determine the reasonable value of the services rendered by Consultant. The foregoing is cumulative and does not affect any right or remedy that County may have in law or equity.

B. Consultant may terminate its services under this Agreement only upon good cause or upon the mutual agreement of the County, and shall provide thirty (30) working days advance written notice to the County of any such intent to terminate.

**11. Non-Discrimination.** Consultant shall not discriminate in its employment practices because of race, religious creed, color, national origin, ancestry, physical handicap, medical condition, marital status, or sex in contravention of the California Fair Employment and Housing Act, Government Code §12900 et seq.

**12. Records.** Consultant shall maintain, at all times, complete detailed records with regard to work performed under this agreement in a form acceptable to County, and County shall have the right to inspect such records at any reasonable time. Notwithstanding any other terms of this agreement, no payments shall be made to Consultant until County is satisfied that work of such value has been rendered pursuant to this agreement. However, County shall not unreasonably withhold payment and, if a dispute exists, the withheld payment shall be proportional only to the item in dispute.

**13. Ownership of Information.** All professional and technical information developed under this Agreement and all worksheets, reports, and related data shall become the property of County, and Consultant agrees to deliver reproducible copies of such documents to County on completion of the services hereunder. The County agrees to indemnify and hold Consultant harmless from any claim arising out of reuse of the information for other than this project.

**14. Waiver.** One or more waivers by one party of any major or minor breach or default of any provision, term, condition, or covenant of this Agreement shall not operate as a waiver of any subsequent breach or default by the other party.

**15. Conflict of Interest.** Consultant certifies that no official or employee of the County, nor any business entity in which an official of the County has, an interest, has been employed or retained to solicit or aid in the procuring of this agreement. In addition, Consultant agrees that no such person will be employed in the performance of this agreement without immediately notifying the County.

**16. Entirety of Agreement.** This Agreement contains the entire agreement of County and Consultant with respect to the subject matter hereof, and no other agreement, statement, or promise made by any party, or to any employee, officer or agent of any party, which is not contained in this Agreement, shall be binding or valid.

17. **Governing Law.** This Agreement is executed and intended to be performed in the State of California, and the laws of that State shall govern its interpretation and effect. Any legal proceedings on this agreement shall be brought under the jurisdiction of the Superior Court of the County of Placer, State of California, and Consultant hereby expressly waives those provisions in California Code of Civil Procedure §394 that may have allowed it to transfer venue to another jurisdiction. Each party waives any Federal court removal and/or original jurisdiction rights it may have.

18. **General Compliance With Laws.** The Consultant shall exercise usual and customary care to comply with applicable Federal, State and local laws, statutes, rules, orders and regulations which are in effect as of the date of this Agreement, or which may later be enacted. Consultant shall comply with all laws regarding payment of prevailing wage, including, without limitation, California Labor Code section 1720, as such laws may be amended or modified. Consultant agrees to comply with any directives or regulations issued by the California State Department of Industrial Relations or any other regulatory body of competent jurisdiction.

19. **Construction and Interpretation.** It is agreed and acknowledged by Consultant that the provisions of this Agreement have been arrived at through negotiation, and that each of the parties has had a full and fair opportunity to review the provisions of this Agreement and to have such provisions reviewed by legal counsel. Therefore, the normal rule of construction that any ambiguities are to be resolved against the drafting party shall not apply in construing or interpreting this Agreement.