



**MEMORANDUM  
COUNTY EXECUTIVE OFFICE  
ADMINISTRATION**  
County of Placer

TO: Honorable Board of Supervisors  
FROM: David Boesch, County Executive Officer  
By: Michele Kingsbury, Principal Management Analyst  
DATE: May 17, 2016  
SUBJECT: Consultant Services Agreement for Engineering and Related Services for the Placer Ranch Specific Plan Project

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**ACTION REQUESTED**

Authorize County Executive Officer to execute a Consultant Services Agreement for engineering and related serves for the Placer Ranch Project with Mackay & Soms Civil Engineers, Inc. in an amount not to exceed \$1,271,140.

**BACKGROUND**

On April 5, 2016, your Board directed staff to move forward with the processing of the proposed Placer Ranch Specific Plan concurrent with the Sunset Area Plan Update. The 2,213-acre Placer Ranch property is entirely within the boundaries of the Sunset Area Plan, located west of Highway 65 between the cities of Lincoln, Rocklin and Roseville. The Placer Ranch Specific Plan comprises over one-quarter of the land area of the larger Sunset Area Plan. The cornerstone of the proposed Placer Ranch project is the inclusion of a satellite campus of the California State University (CSU), Sacramento. A key component of the work program for the Placer Ranch project is to engage an outside land planning / civil engineer firm to aid in the updating of technical studies to reflect the processing of this Specific Plan application through the County of Placer. Technical studies to be updated include:

- I. Specific Plan, Design Standards, and Development Guidelines
- II. Traffic Impact Study
- III. Potable Water master Plan
- IV. Recycled Water Master Plan
- V. Water Conversation Plan
- VI. Sewer Master Plan
- VII. Drainage Master Plan
- VIII. Technical Dray Utility Study
- IX. Grading Plan
- X. Phasing Exhibit

Staff brings forward for the Board's consideration a contact with MacKay & Soms Civil Engineers, Inc. to perform this work. MacKay and Soms prepared the prior versions of many of the key documents when the project was being processed through the City of Roseville. The scope of work and cost estimate for this contract are based upon the following goals and assumptions:

- The Land Use Plan included as Attachment A is the basis for all costs estimates. If changes to land use plan result through the environmental review process, additional costs will apply as studies will need to be updated and new information created.
- Project-level environmental analysis for the Specific Plan Area (excluding the university site), including programmatic environmental analysis for the University parcel. Entitlements requested would include General Plan Amendment, Specific Plan adoption including Development Standards and Design Guidelines and approval of a Development Agreement Form.
- Complete environmental review process within 18-24 months.

The cost estimate to update and complete these technical studies and reports is \$1,155,582 plus a 10% contingency of \$115,558, for a total contract amount of \$1,271,140.

A Request for Proposal or Request For Qualifications procurement process was not conducted to select Mackay & Soms and associated sub consultants to perform the tasks outlined in the contract documents. An exception to competition is warranted as Mackay & Soms had performed the prior civil engineering work and specific plan drafting when the proposed project was being processed through the City of Roseville. The property owner provided to the County all of the draft technical studies that were prepared for the project when it was being processed through the City of Roseville. These technical studies (traffic, air quality, biological resources) represent an investment of more than \$1 million in studies. While some updates/modifications may be necessary, these technical studies can be incorporated into the Placer Ranch Specific Plan Analysis and provide a cost savings and project efficiency that warrants an exception to competition.

#### **ENVIRONMENTAL IMPACT**

The Consultant Services Agreement is exempt from the California Environmental Quality Act (CEQA) pursuant to CEQA Guidelines, Section 15306.

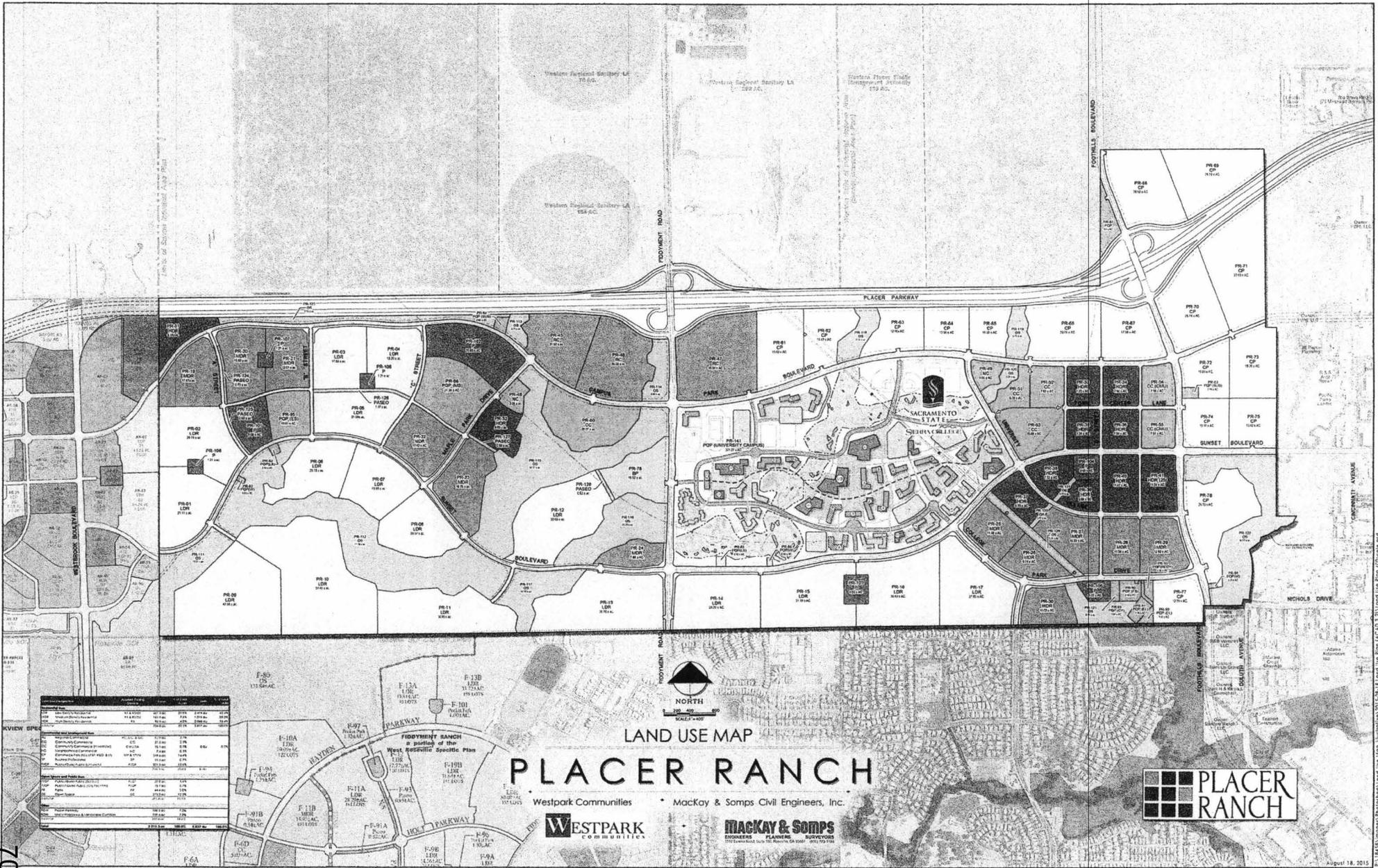
#### **FISCAL IMPACT**

Funding for this contract is available in the County's General Fund - FY 2015-16 Final 'Budget Community and Agency Support appropriation.

#### **ATTACHMENTS**

Attachment A: Land Use Plan  
Attachment B: Contract

**Attachment A – Land Use Plan**



Parcel No.	Area (Ac.)	Use	Notes
PR-01	1.12	LD	...
PR-02	1.12	LD	...
PR-03	1.12	LD	...
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PR-100	1.12	LD	...

**Attachment B - Contract**

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

Administering Agency: County of Placer/ County Executive Office

Contract Description: **PROFESSIONAL SERVICES AGREEMENT FOR ENGINEERING AND RELATED SERVICES FOR THE PLACER RANCH SPECIFIC PLAN PROJECT**

## **CONSULTANT SERVICES AGREEMENT**

**THIS AGREEMENT** is made at Auburn, California, as of \_\_\_\_\_, 2016, by and between the County of Placer, ("County"), and Mackay & Soms Civil Engineers, Inc., ("Consultant"), who agree as follows:

1. **Services.** Subject to the terms and conditions set forth in this Agreement, Consultant shall provide the services described in Exhibit A for preparation of the Placer Ranch Specific Plan, located as depicted in Exhibit B. Consultant shall provide said services at the time, place, and in the manner specified in Exhibit A. CONSULTANT shall employ the customary skills and resources reasonably available to the CONSULTANT in accordance with sound engineering practices. The professional services shall be performed by or shall be immediately supervised by a principal or senior engineer as appropriate depending upon the task, currently registered as a professional civil engineer in the State of California. The responsible engineer shall sign/seal all plans, specifications, estimates and engineering data furnished by him/her where appropriate indicating professional registration number.

CONSULTANT shall provide the COUNTY with copies of all documents prepared by CONSULTANT during the course of this Consultant Services Agreement as specified in the attached exhibits. All such documents shall become the property of the COUNTY.

2. **Payment.** County shall pay Consultant **\$1,271,140** as full payment for all services as set forth in Exhibits "A", "C", and "D" herein, the COUNTY shall pay up to the amount listed based on the budget of each Task as shown in Exhibit "C" up to a total maximum sum of **One Million Two Hundred Seventy-One Thousand One Hundred Forty Dollars (\$1,271,140)** to CONSULTANT as full payment for all services as set forth in Exhibits "A" and "C" herein. The CONSULTANT'S use of any contingency amount identified in Exhibit "A", shall require prior written permission of the County but will not require an amendment to the Agreement. Any increase in the total amount of this Agreement shall require a written amendment.

Consultant shall submit all billings for said services to the Placer County Executive Office not more than monthly for the work performed pursuant to this Agreement. Billings submitted by the Consultant shall be itemized by work activities (Tasks) as defined in the Scope of Services in conjunction with current cost. Payment for the CONSULTANT services shall be at the rates and charges as set forth in Exhibit "D" attached hereto and by this reference incorporated herein.

Notwithstanding any other terms of this Agreement, no payments shall be made to CONSULTANT until COUNTY is satisfied that services of such value have been rendered pursuant to this Agreement.

3. **Covenant against contingent fees.** The CONSULTANT warrants that he has not employed or retained any company or person, other than a bona fide employee working for the CONSULTANT, to solicit or secure this Agreement, and that he has not paid or agreed to pay any company or person, other than a bona fide employee, any fee, commission, percentage, brokerage fee, gift, or any other consideration, contingent upon or resulting from the award or formation of this Agreement. For breach or violation of

this warranty, the COUNTY shall have the right to annul this Agreement without liability, or at its discretion to deduct from the Agreement price or consideration, or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift, or contingent fee.

4. **Facilities, Equipment and Other Materials, and Obligations of County.** 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.
5. **Exhibits.** All exhibits referred to herein will be attached hereto and by this reference incorporated herein.
6. **Time for Performance.** Time is of the essence. Failure of Consultant to perform any services within the time limits set forth in Exhibit A shall constitute material breach of this contract.
7. **Independent Consultant.** At all times during the term of this Agreement, Consultant shall be an independent Consultant and shall not be an employee of the County. County shall have the right to control Consultant only insofar as the results of Consultant's services rendered pursuant to this Agreement. County shall not have the right to control the means by which Consultant accomplishes services rendered pursuant to this Agreement.
8. **Licenses, Permits, Etc.** 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. Consultant represents and warrants to County that Consultant 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.
9. **Time.** Consultant shall devote such time to the performance of services pursuant to this Agreement as may be reasonably necessary for the satisfactory 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.
10. **HOLD HARMLESS AND INDEMNIFICATION**

The CONSULTANT hereby agrees to protect, defend, indemnify, and hold PLACER COUNTY free and harmless from any and all losses, claims, liens, demands and causes of action 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 PLACER COUNTY arising in favor of any party, including claims, liens, debts, personal injuries, death, or damages to property, (including employees or property of PLACER COUNTY) and without limitation by enumeration, all other claims or demands of every character occurring or in any way incident to, in connection with or arising directly or indirectly out of this contract or Agreement to the extent caused by the negligence, recklessness, or willful misconduct (all whether by act, error and / or omission) of the CONSULTANT. CONSULTANT'S obligation shall include reimbursement of costs to defend PLACER COUNTY as set forth in Civil Code Section 2782.8, but only to the extent of CONSULTANT'S negligence. This provision is not intended to create any cause of action in favor or any third party against CONSULTANT or PLACER COUNTY or to enlarge in any way the CONSULTANT'S liability but is intended solely to provide for indemnification of PLACER COUNTY from liability for damages or injuries o third persons or property arising from CONSULTANT'S performance pursuant to this contract or Agreement.

As used above, the term PLACER COUNTY means the County of Placer, its officers, agents, employees, and volunteers.

11. INSURANCE.

A. CONSULTANT shall file with COUNTY concurrently herewith a Certificate of Insurance, in companies acceptable to COUNTY, with a Best's Rating of no less than A:-VII showing.

B. WORKER'S COMPENSATION AND EMPLOYERS LIABILITY INSURANCE:

Worker's Compensation Insurance shall be provided as required by any applicable law or regulation. Employer's 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, and one million dollars (\$1,000,000) each employee for bodily injury by disease.

If there is an exposure of injury to CONSULTANT'S employees under the U.S. Longshoremen's and Harbor Worker's Compensation Act, the Jones Act, or under laws, regulations, or statutes applicable to maritime employees, coverage shall be included for such injuries or claims.

Each Worker's Compensation policy shall be endorsed with the following specific language:

Cancellation Notice - "This policy shall not be changed without first giving thirty (30) days prior written notice and ten (10) days prior written notice of cancellation for non-payment of premium to the County of Placer".

Waiver of Subrogation - The workers' compensation policy shall be endorsed to state that the workers' compensation carrier waives its right of subrogation against the County, its officers, directors, officials, employees, agents or volunteers, which might arise by reason of payment under such policy in connection with performance under this Agreement by the CONSULTANT.

CONSULTANT shall require all SUBCONTRACTORS to maintain adequate Workers' Compensation insurance. Certificates of Workers' Compensation shall be filed forthwith with the County upon demand.

C. GENERAL LIABILITY INSURANCE:

1. Comprehensive General Liability or Commercial General Liability insurance covering all operations by or on behalf of CONSULTANT, providing insurance for bodily injury liability and property damage liability for the limits of liability indicated below and including coverage for:

(a) 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:

- One million dollars (\$1,000,000) each occurrence
- Two million dollars (\$2,000,000) aggregate

4. If CONSULTANT carries a Commercial General Liability (Occurrence) policy:

- (a) The limits of liability shall not be less than:
- One million dollars (\$1,000,000) each occurrence (combined single limit for bodily injury and property damage)
  - One million dollars (\$1,000,000) for Products-Completed Operations
  - Two million dollars (\$2,000,000) General Aggregate
- (b) If the policy does not have an endorsement providing that the General Aggregate Limit applies separately, 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:
- One million dollars (\$1,000,000) each occurrence (combined single limit for bodily injury and property damage)
  - One million dollars (\$1,000,000) aggregate for Products Completed Operations
  - Two million dollars (\$2,000,000) General Aggregate
- (b) The insurance coverage provided by CONSULTANT shall contain language providing coverage up to one (1) year following the completion of the contract in order to provide insurance coverage for the hold harmless provisions herein if the policy is a claims-made policy.

Conformity of Coverages - If more than one policy is used to meet the required coverages, such as a separate umbrella policy, such policies shall be consistent with all other applicable policies used to meet these minimum requirements. For example, all policies shall be Occurrence Liability policies or all shall be Claims Made Liability policies, if approved by the County as noted above. In no cases shall the types of policies be different.

D. ENDORSEMENTS:

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

1. "The County of Placer, its officers, agents, employees, and volunteers are to be covered as insured for all liability arising out of the operations by 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 of Placer with respect to any insurance or self-insurance programs maintained by the County of Placer and no insurance held or owned by the County of Placer shall be called upon to contribute to a loss."
3. "This policy shall not be changed without first giving thirty (30) days prior written notice and ten (10) days prior written notice of cancellation for non-payment of premium to the County of Placer."

E. AUTOMOBILE LIABILITY INSURANCE:

Automobile Liability insurance covering bodily injury and property damage in an amount no less than one million dollars (\$1,000,000) combined single limit for each occurrence.

Covered vehicles shall include owned, non-owned, and hired automobiles/trucks.

F. PROFESSIONAL LIABILITY INSURANCE (ERRORS & OMISSIONS):

Professional Liability Insurance for Errors and Omissions coverage in the amount of not less than \$1,000,000 per claim and two million dollars (\$2,000,000) aggregate.

If Consultant sub-contracts in support of Consultants work provided for in the Agreement, Professional Liability Insurance for Errors shall be provided by the sub contractor in an amount not less than one million dollars (\$1,000,000) in aggregate.

The consultant shall renew coverage for one (1) year following completion of the contract in order to provide insurance coverage for the hold harmless provisions herein if the policy is a claims-made policy.

G. ADDITIONAL REQUIREMENTS:

Premium Payments - The insurance companies shall have no recourse against the COUNTY and funding agencies, its officers and employees or any of them for payment of any premiums or assessments under any policy issued by a mutual insurance company.

Policy Deductibles - The CONSULTANT shall be responsible for all deductibles in all of the CONSULTANT's insurance policies. The maximum amount of allowable deductible for insurance coverage required herein shall be \$25,000.

CONSULTANT's Obligations - CONSULTANT's indemnity and other obligations shall not be limited by the foregoing insurance requirements and shall survive the expiration of this Agreement.

Verification of Coverage - CONSULTANT shall furnish the County with original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this clause. All certificates and endorsements are to be received and approved by the County before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the CONSULTANT's obligation to provide them. The County reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

Material Breach - Failure of the CONSULTANT to maintain the insurance required by this Agreement, or to comply with any of the requirements of this section, shall constitute a material breach of the entire Agreement.

12. **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.
13. **Use of subconsultants.** CONSULTANT shall not use the services of any SUBCONSULTANT without the written approval by COUNTY prior to SUBCONSULTANT commencing any work on this project. The SUBCONSULTANT shall comply with all applicable provisions of this PSA, including, but not limited to, providing records, time of completion, payment schedule, etc.

14. **Assignment 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.
15. **Personnel.**
- A. 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, desires the removal of any person or persons assigned by Consultant to perform services pursuant to this Agreement, including those members of the Project Team as explained below, Consultant shall remove any such person immediately upon receiving notice from County of the desire of County for removal of such person or persons.
- B. Notwithstanding the foregoing, if specific persons are designated as the "Project Team" in Exhibit A, Consultant agrees to perform the work under this Agreement with those individuals identified. Reassignment or substitution of individuals or subcontractors 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 Section 17 (Termination) of this Agreement only for that work performed by Project Team members.
16. **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 substantial first class and workmanlike manner and conform to the standards or quality normally observed by a person practicing in Consultant's profession.
17. **Termination.**
- A. County shall have the right to terminate this Agreement at any time 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, Photostatting, 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 A, 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, which County may have in law or equity.

B. Consultant may terminate its services under this Agreement upon thirty- (30) working days' advance written notice to the County. In the event Consultant terminates 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, Photostatting, 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 A. 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.

18. **Suspension or abandonment with or without cause.** COUNTY may suspend or abandon, by written notice, all or a portion of the work under this Agreement for any reason.

19. **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 section 12900 et seq.

20. **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.

21. **Ownership of Information.** All professional and technical information developed under this Agreement and all work sheets, 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.

22. **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.

23. **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.

24. **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.
25. **Alteration.** No waiver, alteration, modification, or termination of this Agreement shall be valid unless made in writing and signed by all parties, except as expressly provided in Section 15, Termination.
26. **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.
27. **Notification.** Any notice or demand desired or required to be given hereunder shall be in writing and deemed given when personally delivered or deposited in the mail, postage prepaid, and addressed to the parties as follows:

COUNTY OF PLACER  
County Executive Office  
175 Fulweiler Avenue  
Auburn, CA 95603

CONSULTANT  
Mackay & Soms Civil Engineers, Inc.  
1552 Eureka Road, Suite 100  
Roseville, CA 95661

Any notice so delivered personally shall be deemed to be received on the date of delivery, and any notice mailed shall be deemed to be received five (5) days after the date on which it was mailed.

28. **Non-assignability.** This Agreement, and the rights and duties thereunder, shall not be assigned in whole or in part without the express written consent of COUNTY.
29. **Jurisdiction.** This Agreement shall be administered and interpreted under the laws of the State of California. Jurisdiction of litigation arising from this Agreement shall be in that State. Initial venue shall be Placer County, California. The parties each waive any federal court removal and/or original jurisdiction rights they may have. If any part of this Agreement is found to be in conflict with applicable laws, such part shall be inoperative, null, and void insofar as it is in conflict with said laws, but the remainder of this Agreement shall be in full force and effect.

Executed as of the day first above stated:

**COUNTY OF PLACER**

By: \_\_\_\_\_ Date: \_\_\_\_\_  
David Boesch, County Executive Officer

Approved as to Form – County Counsel:

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

**CONSULTANT – Mackay & Soms Civil Engineers, Inc.\***

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

Mark J. Sauer, P.E., Vice President John Kuzia, Corporate Secretary

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

*\*If a corporation, Agreement must be signed by two corporate officers; one must be the secretary of the corporation, and the other may be either the President or Vice President, unless an authenticated corporate resolution is attached delegating authority to a single officer to bind the corporation.*

**ATTACHMENTS:**

- Exhibit A - Scope of Services
- Exhibit B - Location Map
- Exhibit C - Payment Schedule
- Exhibit D - Consultants Standard Charge Rates

## **EXHIBIT A SCOPE OF SERVICES**

# PLACER RANCH

## Proposal to Prepare Specific Plan and Technical Studies

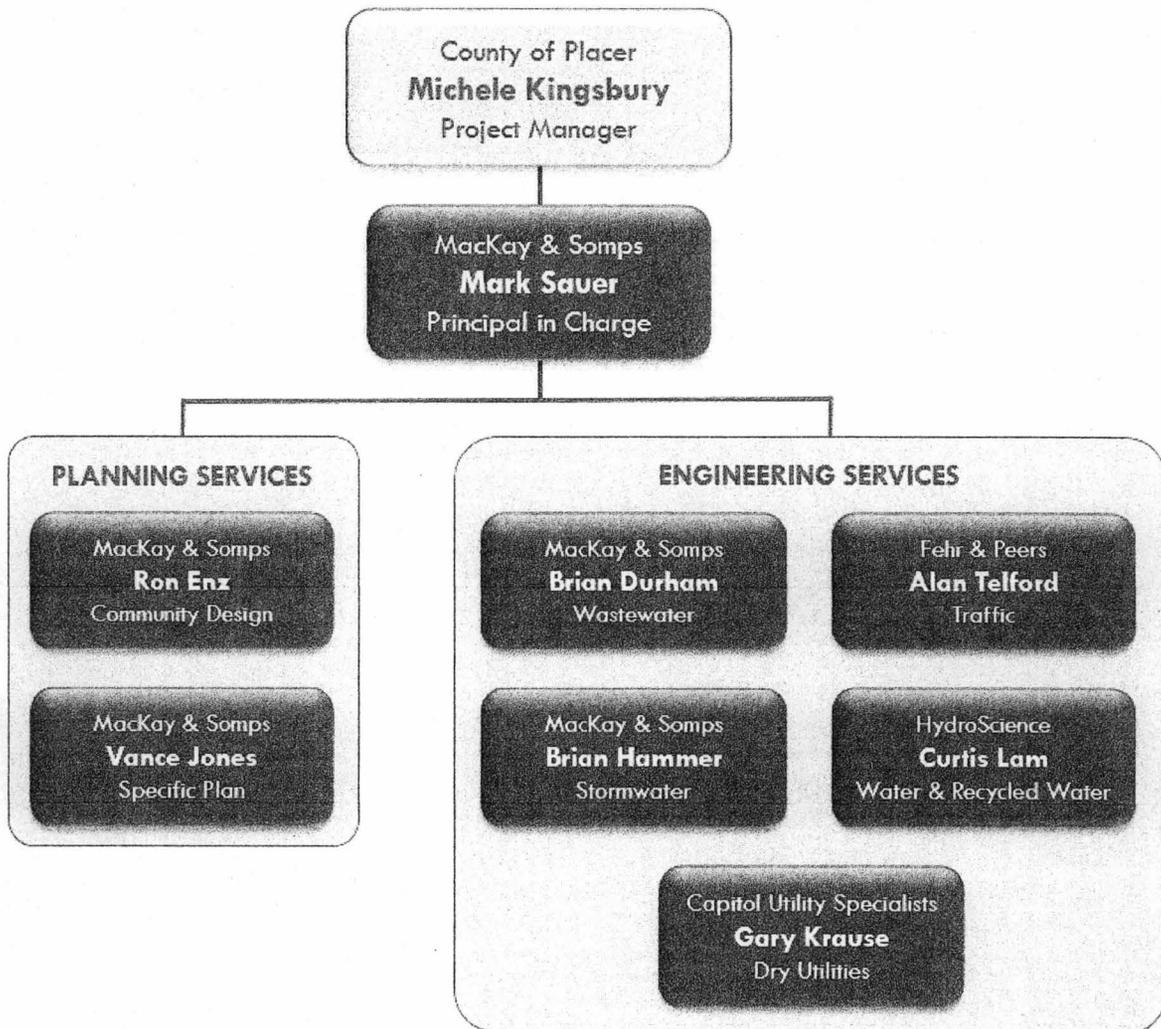
### Introduction

This Scope of Work is submitted by MacKay & Soms at the request of the County of Placer to prepare the Placer Ranch Specific Plan and associated Technical Studies for a master-planned development north of Roseville in Placer County, California. This Scope of Work identifies the services proposed to produce a Specific Plan, Traffic Study, several Utility Master Plans, a Phasing Plan, and several related Planning and Engineering services.

### Project Team

Working under the direction of County staff, the MacKay & Soms Project Team ("Consultant") includes key in-house staff, who are augmented by the expertise of several consultants. Our Team is comprised of the following individuals:

### Placer Ranch Project Team



## Scope of Work

The following Scope of Work outlines the key tasks for the concurrent preparation of the Placer Ranch Specific Plan and associated Technical Studies to facilitate development of the project. Tasks will be completed by different members of the Project Team, as noted within the Scope of Work for each task. While individual tasks are presented in sequential order, actual completion of the Scope of Work will likely involve overlap and simultaneous preparation.

### TASK 1: LAND USE PLAN(S)

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#### Task 1.1 Existing Land Use Plan, August 18, 2015

The Scope of Work is predicated on the current Land Use Plan, dated August 18, 2015, being used to prepare the Specific Plan and various Technical Studies. While no substantive changes are anticipated, Consultant will adjust the existing land use plan's format to reflect County land use designations and a project-specific land use coloring scheme. Except for these minor adjustments, it is assumed that no changes to the land use plan will occur, including but not limited to, the following:

- Size and distribution of parcels and assigned land uses;
- Unit allocations;
- Road sections and associated rights-of-way;
- Location, size, and distribution of schools, parks, and open space areas;
- Planned bikeways and off-street trail networks; and/or
- Any other elements that would affect the development assumptions reflected in the August 18, 2015 land use plan.

Modifications to the Land Use Plan will be scoped and budgeted separately.

#### → Deliverables:

- Reformatted Land Use Plan and Land Use Table that reflects adjusted coloring scheme, development intensities, and corresponding County land use designations (one electronic soft copy in pdf format, two 400-scale plots, and ten 11x17 hard copies)

#### Task 1.2 Alternative Land Use Plans

Consultant shall prepare Alternative Land Use Plans as directed by County staff as follows:

- Two alternatives will be prepared as "no project" alternatives, as required by CEQA (1. "No project/no development" alternative, and 2. "No project/existing SIA Plan buildout" alternative).
- Up to three action alternatives will be developed through consultation with the County which will focus on reducing significant environmental impacts as determined by County resulting from the proposed Land Use Plan, August 18, 2015.

Consultant assumes that the road network will not be changed, that parcel sizes will remain substantially the same, and that slight variations in land use intensities will be introduced.

The Alternative Land Plans will be accompanied by a corresponding Land Use Summary Table. The technical studies and analysis are not anticipated to be updated or modified to accommodate the Land Use Plans. Consultant has included up to 80 hours of work effort to complete Task 1.2.

## TASK 2: SPECIFIC PLAN

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Consultant has previously prepared several draft chapters of the Placer Ranch Specific Plan document. Because the project was proposed to be located within the City of Roseville, some of the information and data contained in the document includes references to Roseville's standards and project objectives. When the Placer Ranch project was suspended in August 2015, the document had not been fully completed. Moving forward, Consultant will build upon the previously-drafted chapters and prepare a complete Specific Plan document, including development standards and design guidelines, for County review. This Scope of Work is predicated on the Specific Plan containing the following chapters:

- Chapter 1 – Specific Plan Overview (previously-drafted)
- Chapter 2 – Urban Design & Vision (previously-drafted)
- Chapter 3 – Land Use (previously-drafted)
- Chapter 4 – University Town Center
- Chapter 5 – Affordable Housing (previously-drafted)
- Chapter 6 – Circulation
- Chapter 7 – Public Services (previously-drafted)
- Chapter 8 – Utilities
- Chapter 9 – Resource Management (previously-drafted)
- Chapter 10 – Administration/Implementation (previously-drafted)
- Chapter 11 – Development Standards
- Chapter 12 – Design Guidelines

Our assumptions for this task are as follows:

- That the format, content, and structure of the previously-drafted chapters of the Specific Plan (as noted above) can be utilized, and that adjustments to these chapters are limited to changes needed to make the information conform to Placer County Policies and standards (versus City of Roseville standards, as currently written). Chapter 5 will include information on Affordable Housing and how it will conform to County Policies and standards. Chapter 7 will include a discussion regarding County parks standards, dedication requirements and credits. Dedication requirements and credits will be summarized in tabular format. Chapter 9 will include a discussion regarding the PCCP.
- That comments on each draft of the Specific Plan will be provided by the County to Consultant in a consolidated format and that any conflicting comments will be resolved by the County prior to providing to Consultant for inclusion in the document.
- That the Specific Plan will be based off of the land use plan, dated August 18, 2015.
- That the design of circulation systems (roadways, bikeways, trails, etc.) remains unchanged.
- That a Financing Plan will be prepared by others and will be included in the Specific Plan by reference only.
- That there are no major revisions to, or significant changes in the direction of, the proposed project that would require the previously-prepared chapters to be re-written.
- Policies regarding the landfill will be addressed in Section 1.2 Project Objectives.

### Task 2.1 Prepare Specific Plan Exhibits

Consultant will prepare the plan-level graphics and exhibits, and provide the photo imagery, for the Specific Plan document. The Scope and Budget provides for up to twenty-five (25) exhibits in the Specific Plan document, up to eight (8) in the Development Standards, and up to fifteen (15) in the Design Guidelines. For this effort, it is assumed that all exhibits will be incorporated into the document and that County comments on exhibits will be generated during review of the Specific Plan. As such, the Scope of Work provides for two drafts and one final version of each exhibit and Consultant assumes that revisions needed to the second draft of each exhibit are minor. This Scope of Work provides for the preparation of the following plan-view exhibits and/or concept plans:

- **Introductory/Vision Exhibits** – Including a vicinity map, aerial imagery, districts exhibit, and supporting imagery that introduces the development plan and articulates the project vision.
- **Land Use Plan** – Including a final land use plan (as noted in the task above), formatted for the document.
- **Circulation** – Including elements for automobiles, bicyclists, and pedestrians. This involves preparing diagrams for the circulation system, roadway sections, bicycle routes, trails plan, and transit.
- **Utilities** – Including backbone layouts for water, sewer, recycled water, drainage, and dry utilities, as well as Low Impact Development measures.
- **Parks and Open Space** – Including a parks and open space plan, and concept plans for up to four parks (including conceptual park programming). A trail plan exhibit will be included.
- **Resource Management** – Including a plan for open space, with key natural resources in preserve areas identified. Note: This component will be reliant on information provided by the County or other sources.
- **Backbone Infrastructure Phasing** – Including a conceptual plan for probable project phasing with associated land uses and residential units by phase.
- **Residential Plot Plans** – Including typical housing plot plans (up to eight) that support the residential development standards, which include low and medium-density lot layouts to illustrate setbacks and coverage.
- **Concept Plans and Diagrams for University Town Center and Design Guidelines** – Including concept plans (up to fifteen) for key site-specific “Design Elements” as well as project-wide design features. This includes:
  - University Center Conceptual Site Plan
  - University Center Street Edge Plan
  - Street Tree Plan
  - Plant Palettes
  - Landscape concept for unique features (Placer Parkway buffer, powerline corridor, paseos)
  - Entry Feature Plan
  - Wall and Fencing Plan
  - Diagrams to support Subdivision Design Guidelines
  - Photo imagery for project features

→ **Deliverables:**

- Exhibits noted in the task above, provided in each submittal of the Specific Plan document.

## **Task 2.2 Prepare Specific Plan Document**

Consultant will prepare Draft #1 of the Specific Plan for review and comment by County staff. The document will follow the structure noted above and will build upon the draft chapters completed to date. Previously-drafted components of the Specific Plan will be reviewed and adjusted to incorporate County standards and project objectives, although substantive changes to the document’s structure or information are not anticipated or provided for in this Scope of Work. The content of the document will meet the legal requirements for a Specific Plan as outlined in the California Government Code and will provide references to a Financing Plan, assumed to be prepared by others and provided to Consultant by the County.

Upon direction from the County, Consultant will prepare Draft #2 of the Specific Plan document for County review. This version will reflect comments and direction received on Draft #1. For this task, we have assumed that the County’s comments on the previous draft do not significantly change the project description, and that revisions are not required to be annotated throughout the document. This version of the document is also assumed to be used for review by the Planning Commission and Board of Supervisors during the public hearing process.

Upon adoption by the Board of Supervisors, Consultant will prepare a Final Specific Plan document. The Final document will incorporate direction received through the public hearing process, including any interim revisions or change-pages prepared, as directed by the County pursuant to the optional task (Interim Specific Plan revisions),

described herein. The Scope of Work assumes that any revisions to the Specific Plan are limited and do not result in substantial changes to the project.

→ Deliverables:

- Draft #1 Specific Plan (one electronic soft copy in pdf format and 10 hard copies)
- Draft #2 Specific Plan (one electronic soft copy in pdf format and 10 hard copies)
- Final Specific Plan document (one electronic soft copy in pdf format and 10 hard copies)

### Task 2.3 Prepare Interim Specific Plan Revisions (Optional Task)

Consultant will prepare "as needed" Interim Specific Plan document revisions for submittal to the County prior to, or concurrent with, the public hearing process. The Interim revisions will only be prepared if directed by the County in order to address comments received by County staff, the public, or other parties. For this task, the Scope of Work assumes that such revisions are limited and are presented as minor edits or "change pages". It is also assumed that any change pages prepared by Consultant will be used through the duration of the public hearing process (in lieu of creating a revised "clean" document), up through the Board of Supervisors' adoption of the Specific Plan.

→ Deliverables:

- Not included in this Scope of Work or Budget – Scope and Budget for Interim Revisions to be determined as needed.

## TASK 3: TRANSPORTATION IMPACT STUDY

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The Scope of Work for the Transportation Impact Study builds off of traffic analyses performed in 2015 by Fehr & Peers for the Placer Ranch Specific Plan project when it was being processed through the City of Roseville. Moving forward, we will use traffic counts conducted in 2015 and the existing conditions analysis also completed in 2015, with one exception. The exception is due to the planned June 2016 opening of the SR 65/Whitney Ranch Parkway Interchange in Rocklin. The new interchange will affect travel patterns and traffic volumes on nearby roads such as Whitney Ranch Parkway, Twelve Bridges Drive, and Sunset Boulevard, on intersections along those roads, and on SR 65 from Sunset Boulevard to Twelve Bridge Drive. Therefore, we propose to perform new roadway and intersection counts (at locations described in this Scope of Work) in early September 2016 when schools are in session and when the traveling public are aware of the new interchange. Following the collection of the new traffic counts we will perform new No Project and Plus Project analyses for those specific roadways and intersections.

The scope of work, schedule, and budget contained herein also assume that the Placer Ranch Specific Plan project is identical to the project description that was prepared by Westpark Communities in 2015. This means that the trip generation and distribution estimates we prepared in 2015 will be directly used, without modifications, for the transportation analysis.

Based on our recent meetings with County staff, two 2035 cumulative scenarios will be analyzed. The only difference between the two cumulative scenarios will be land use assumptions for the Sunset Industrial Area (SIA) portion outside of the Placer Ranch Specific Plan. One scenario will assume the currently approved plan, and the other scenario will assume one of the plans that are currently being developed by another study team, (presumably the most land use intensive plan).

Consultant will share all model runs, traffic volume forecasts, and LOS analyses with the SIA project team to ensure consistency in results for identical scenarios.

The objective of this traffic analysis is to understand the impact of the proposed Placer Ranch Specific Plan on the existing and future (year 2035) roadway networks. The following scenarios will be analyzed:

→ Existing Conditions

- No Project
- Plus Project

→ 2035 Cumulative Conditions with current SIA

- No Project
- Plus Project
- 2035 Cumulative Conditions with proposed SIA
  - No Project
  - Plus Project
- 2035 Roseville CIP Plus Project, with proposed SIA (for informational purposes only)

The following describes each task to be performed for the transportation study.

### Task 3.1 Determine Existing Conditions

Consultant will conduct the following analyses to document existing conditions within the study area for the roadway, bicycle, pedestrian, and transit systems.

#### Task 3.1a EXISTING AM AND PM PEAK HOURS LOS

The following lists the intersections to be analyzed using the analysis methodology preferred by the respective jurisdiction.

##### Placer County

- |                                  |   |
|----------------------------------|---|
| ▪ Watt Ave/PFE Rd                | ▪ Industrial Ave/South Loop Rd              |
| ▪ Walerga Rd/PFE Rd              | ▪ Sunset Blvd/South Loop Rd                 |
| ▪ Fiddymment Rd/Athens Ave       | ▪ Industrial Ave/Placer Corporate Center Dr |
| ▪ Industrial Ave/Athens Ave      | ▪ Sunset Blvd/Cincinnati Ave                |
| ▪ Athen Ave/Foothills Blvd       | ▪ Baseline Rd/Locust Rd                     |
| ▪ Fiddymment Rd/Sunset Blvd West |   |

##### Roseville

- |   |   |
|---|---|
| ▪ 158 signalized intersections from City's database (from spring 2015 conditions), plus | ▪ Woodcreek Oaks Blvd/Parkside Way      |
| ▪ Woodcreek Oaks Blvd/Diamond Woods Circle/ Hopscotch Way                               | ▪ Woodcreek Oaks Blvd/Painted Desert Dr |
| ▪ Woodcreek Oaks Blvd/Diamond Woods Circle/ Northpark Dr                                | ▪ Fiddymment Rd/Angus Rd/Parkland Way   |
|   | ▪ Industrial Ave/ Alantown Dr           |
|   | ▪ Industrial Ave/ Packard Dr            |

##### Rocklin

- |                                 |                                 |
|---------------------------------|---------------------------------|
| ▪ Blue Oaks Blvd/Lone Tree Blvd | ▪ Sunset Blvd/Park Dr           |
| ▪ Blue Oaks Blvd/Fairway Dr     | ▪ Sunset Blvd/Stanford Ranch Rd |
| ▪ Sunset Blvd/Blue Oaks Blvd    |                                 |

##### Lincoln

- |                                  |                                     |
|----------------------------------|-------------------------------------|
| ▪ Fiddymment Rd/Moore Rd         | ▪ Ferrari Ranch Rd/Joiner Pkwy      |
| ▪ Sorrento Pkwy/Ferrari Ranch Rd | ▪ Twelve Bridges Dr/Industrial Blvd |
| ▪ Ferrari Ranch Rd/Groveland Ln  |                                     |

##### Sutter County

- Pleasant Grove North Rd/Riego Rd
- Pleasant Grove South Rd/Riego Rd
- SR 99/Riego Rd

##### Sacramento County

- |                          |                         |
|--------------------------|-------------------------|
| ▪ Antelope Rd/Watt Ave   |                         |
| ▪ Antelope Rd/Walerga Rd | ▪ Elkhorn Blvd/Watt Ave |

- Elkhorn Blvd/Walerga Rd
- Elverta Rd/Watt Ave
- Elverta Rd/Walerga Rd

For purposes of this study we assume that no new traffic counts will be conducted except for the following:

- The SR 65/Whitney Ranch Pkwy interchange is planned to open for traffic in June 2016. As such, we propose to perform new AM and PM peak hour traffic counts at the following intersections in early September 2016 when school is in session and when the traveling public is aware of the new interchange:
  - Whitney Ranch Pkwy/SR 65 NB ramps
  - Whitney Ranch Pkwy/University Ave
  - Twelve Bridges Dr/ SR 65 NB ramps
  - Twelve Bridges Dr/SR 65 SB ramps
  - Sunset Blvd/SR 65 NB ramps
  - Sunset Blvd/SR 65 SB ramps
  - Sunset Blvd/University Ave
  - Sunset Blvd/West Stanford Ranch Rd
- The list of study intersections includes the freeway ramp terminal intersections at all interchanges on SR 65 from I-80 to Lincoln Blvd, and on I-80 from SR 65 to Riverside Ave.
- All intersections will be analyzed using the 2010 update to the Highway Capacity Manual (HCM), Transportation Research Board, 2010.

#### Task 3.1b EXISTING DAILY LOS AT STUDY ROADWAYS

Consultant will analyze LOS on the following roadways using analysis methods preferred by the respective jurisdictions.

- Sunset Blvd east of Foothills Blvd (Placer)
- Foothills Blvd north of Sunset Blvd (Placer)
- Fiddymment Rd north of City limits (Placer)
- Industrial Ave north of City limits (Placer)
- Industrial Ave north of Athens Ave (Placer)
- Baseline Road west of Watt Ave (Placer)
- Watt Ave south of Baseline Rd (Placer)
- Walerga Rd south of Baseline Road (Placer)
- Sunset Blvd east of SR 65 (Rocklin)
- Whitney Ranch Pkwy east of SR 65 (Rocklin)
- Blue Oaks Blvd east of Lonetree Blvd (Rocklin)
- Lonetree Blvd north of Blue Oaks Blvd (Rocklin)

This task assumes that the 2015 counts will be used and that no new counts will need to be taken, except for the two segments listed above in bold. We will conduct daily counts at these two locations in early September 2015 for reasons described in Task 3.1a.

#### Task 3.1c EXISTING AM AND PM PEAK HOUR FREEWAY OPERATIONS

Consultant will analyze AM and PM peak hour operations using procedures described in the 2010 version of the Highway Capacity Manual and the Leisch Method (for weave sections) described in the Highway Design Manual (Caltrans, 2012) at the following facilities:

- SR 65 from I-80 to Lincoln Blvd
- I-80 from SR 65 to Riverside Ave

This task assumes that the 2015 traffic counts will be used and that no new traffic counts will need to be conducted, except for the SR 65 segments from Sunset Boulevard to Twelve Bridges Drive. These segments will be counted in early September 2016 for reasons described in Task 3.1a.

### **Task 3.1d EXISTING BICYCLE, PEDESTRIAN, AND TRANSIT SYSTEMS**

Consultant will describe the bicycle, pedestrian, and transit systems within the study area. This will include descriptions of existing transit services and routes, and graphics to convey existing facilities.

### **Task 3.2 Determine Project Travel Characteristics**

For purposes of this scope of work, Consultant assumes that the proposed project is identical to the Placer Ranch Specific Plan project that was recently prepared by the previous developer (Westpark Communities). As such, the previously-developed trip generation and base-year distribution assumptions will be used for this study.

### **Task 3.3 Conduct Existing Plus Project Analysis**

Consultant will use the results of the Existing Plus Project analysis that we conducted in 2015 when the specific plan was being processed in Roseville. However, we will need to perform new Existing Plus Project forecasts and traffic operations analyses at the intersections, roadways, and freeway segments affected by the opening of the SR 65/Whitney Ranch Pkwy Interchange (as was discussed in Task 3.1 a).

#### **Task 3.3a EXISTING PLUS PROJECTS TRAFFIC FORECASTS**

Consultant will run the City of Roseville travel demand model with the specific plan and assuming that the SR 65/Whitney Pkwy Interchange is open. We will employ the "difference method" in the forecasting process, consistent with the methodology used for the 2015 analyses.

#### **Task 3.3b EXISTING PLUS PROJECT TRAFFIC OPERATIONS**

Consultant will use the 2015 analysis results for all study intersections, roadways, and freeway facilities listed in Task 3.1 under "Existing Plus Project" conditions. We will re-analyze the intersections, roadways, and freeway segments that are affected by the new SR 65/Whitney Ranch Pkwy Interchange.

Since the project would create new public street connections, up to 10 additional intersections that do not currently exist will be studied.

The following exhibits will be prepared:

- Project site plan
- Roadway network connection assumptions
- Trip distribution
- Roadway number of lanes and ADTs under Existing Plus Project conditions
- AM and PM peak hour traffic volumes and LOS at all signalized intersections under Existing Plus Project conditions
- Intersections where LOS has changed with the addition of project traffic.

#### **Task 3.3c IMPACTS AND MITIGATION MEASURES**

Transportation policies of Placer County, Roseville, Rocklin, Lincoln, Sacramento County, Sutter County, and Caltrans will be used to develop thresholds of significance. Impacts to the roadway, bicycle, pedestrian, and transit systems will be analyzed using these significance criteria. Mitigation measures will be recommended for significant impacts.

### **Task 3.4 Determine Cumulative Conditions**

#### **Task 3.4a 2035 TRAFFIC FORECASTS**

Consultant will use a modified version of the City of Roseville's 2035 travel demand model that assumes certain land use and roadway assumptions agreed to by Placer County and the City of Roseville. This model assumes development of the Amoroso Ranch Specific Plan and the Campus Oaks project in Roseville, as well as other development projects throughout the region. The model also assumes new roadway facilities and the widening of

several roadways. Consultant will hold a meeting with County and City staff to verify all year 2035 no project land use and roadway assumptions.

Traffic forecasts will be prepared for two Year 2035 No Project scenarios. Both scenarios pertain to the Sunset Industrial Area (SIA). One scenario will assume the currently approved SIA plan, and the other scenario will assume one of the plans, that is currently being developed by the SIA study team (presumably the most intensive plan).

The 2035 No Project scenario will assume no development within the Placer Ranch Specific Plan area. Similarly, it will not assume construction of any roadways within the plan area with the exception of the planned widening of Fiddymont Road.

2035 Plus Project traffic forecasts will assume buildout of the Placer Ranch Specific Plan area, as well as the construction of the planned roadways within the plan area that are necessary to accommodate its development.

2035 Plus Project traffic forecasts will be developed for both cumulative scenarios describe above, for all study intersections, roadways, and freeway facilities listed in Task 3.1, plus primary roadways and intersections located within the Placer Ranch Specific Plan area.

Consultant will also develop traffic forecasts using the 2035 Roseville CIP model. These forecasts will also assume the proposed Placer Ranch project or the proposed SIA project. These forecasts will be used for informational purposes only (not for CEQA purposes) to assist in discussions with the City of Roseville regarding impacts on their intersections.

#### **Task 3.4b 2035 TRAFFIC OPERATIONS**

Consultant will analyze all study intersections, roadways, and freeway facilities for the following scenarios:

- 2035 with current SIA, No Project
- 2035 with current SIA, Plus Project
- 2035 with proposed SIA, No Project
- 2035 with proposed SIA, Plus Project
- 2035 Roseville CIP with proposed SIA, Plus Project (only Roseville intersections will be analyzed under this scenario, for informational purposes only).

Exhibits will be prepared that display the following:

- Roadway network connection assumptions
- Trip distribution
- Required roadway cross-sections
- Roadway ADTs
- AM and PM peak hour traffic volumes and LOS at all study intersections
- Intersections and roadways which are significantly impacted by the proposed project

#### **Task 3.4c IMPACTS AND MITIGATION MEASURES**

Impacts to the roadway, bicycle, pedestrian, and transit systems will be analyzed using the established significance criteria. Mitigation measures will be recommended for significant impacts.

#### **Task 3.5 Evaluate Project Access and On-Site Circulation**

This task consists of a focused analysis of project access conditions within the Placer Ranch project to/from various public streets, as well as a review of traffic control and lane configuration needs of various internal intersections.

#### **Task 3.5a ON-SITE TRAFFIC FORECASTS**

Consultant will use the base year and 2035 cumulative travel demand models to develop Existing Plus Project and 2035 Plus Project average daily traffic forecasts on arterial and collector roadways with the Placer Ranch Specific Plan. With consultation with County staff, one 2035 SIA scenario will be assumed for this analysis. In addition, AM and PM peak hour traffic forecasts will be developed for up to 20 internal intersections. This effort requires that

the project be disaggregated into more traffic analysis zones (TAZs) with traffic from those zones accurately loading onto the arterial and collector streets.

### **Task 3.5b ON-SITE CIRCULATION**

Consultant will use the peak hour intersection traffic forecasts to recommend traffic controls and lane configurations at key intersections within the plan area. If warranted by closely spaced intersections, Consultant will analyze certain corridors using the SimTraffic micro-simulation model. This model considers the effects of potential queuing on intersection operations. We will also review intersection spacing with respect to future access needs for individual parcels on major streets.

As part of this task, a variety of figures will be prepared including:

- ADT forecasts
- AM and PM peak hour intersection turning movement forecasts
- Recommended intersection controls and spacing.

### **Task 3.6 VMT Estimates**

Consultant will estimate the VMT for the project-specific and 2035 Cumulative scenarios. These estimates will be derived from the base-year and 2035 Cumulative versions of the travel demand model. We will coordinate with the County to confirm the appropriate method and format by which VMT will be estimated. This information will be used as part of the greenhouse gas emissions analysis.

### **Task 3.7 Project Alternatives**

Consultant will analyze up to three project alternatives. They will be analyzed from a trip generation perspective. They will also be evaluated to determine whether a certain alternative could avoid or reduce in severity proposed project impacts.

### **Task 3.8 Documentation**

Consultant will identify project-specific and 2035 cumulatively significant impacts of the proposed project. Impacts within each jurisdiction will be based on their respective agency's significance criteria.

Consultant will prepare a draft traffic impact study based on the tasks listed above. County staff will review and comment on the draft study (one set of non-conflicting comments), then Consultant will submit a final study that incorporates relevant comments. The study will include existing conditions, project-related impacts, and recommended mitigation measures, as well as tables, graphics, and technical appendices supporting the analyses.

## **TASK 4: POTABLE WATER MASTER PLAN**

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Consultant will prepare the Potable Water Master Plan (PWMP) with the intent that the PWMP will define the backbone infrastructure required to serve potable water to Placer Ranch, and the quantity of water required.

### **Task 4.1 Update and Conduct Analysis**

The PWMP will be prepared by Consultant for adoption by Placer County and inclusion as a technical attachment to the Placer Ranch Environmental Impact Report (EIR). To achieve these dual goals, Consultant will perform the following work to support development of the Placer Ranch PWMP.

- **Data collection:** Consultant will obtain and review a copy the PCWA (Zone 1) and City of Roseville potable water hydraulic models, as well as the August 18, 2015 land use plan for the basis for the PWMP.
- **Demand calculations:** Consultant will analyze the land use plan for the Project to determine the Average Day, Maximum Day and Peak Hour water demands.
- **Design criteria:** Consultant will recommend design criteria for the water transmission and backbone distribution system per Placer County Water Agency (PCWA) standards. Specific items to be evaluated

include: 1) Minimum and maximum operational pressures; 2) Target minimum and maximum pipeline velocities; and 3) Local storage and pumping requirements, if applicable.

- **Water supply source:** It is assumed that all water will be supplied by PCWA through existing and planned water infrastructure (including the Whitney Ranch pipelines). Off-site infrastructure upsizing is not expected to be required as part of this authorization. It is assumed that potable water supply will be provided by PCWA and that PCWA will be the potable water retail provided for the project.

#### Task 4.2 Update Hydraulic Modeling

Consultant will update PCWA's existing hydraulic model using the InfoWater software to include Placer Ranch. Modeling design criteria will be based on PCWA's pressure, reliability, and infrastructure standards, and the available potable water supply. The modeling results will identify infrastructure requirements for each Project phase, including pump station capacity, storage tank volume, and optimization of pipeline sizes.

#### Task 4.3 Prepare Potable Water Master Plan Report

Consultant will prepare two drafts and one final Potable Water Master Plan for review by PCWA and the County. Comments on Draft #1 of the PWMP will be incorporated into Draft #2 of the PWMP. Comments on Draft #2 will be incorporated into the Final Potable Water Master Plan. This document will be prepared to the extent where it will form the basis for the subsequent design of the identified potable water infrastructure.

##### → Deliverables:

- Draft #1 Potable Water Master Plan (one electronic soft copy in pdf format and 5 hard copies)
- Draft #2 Potable Water Master Plan (one electronic soft copy in pdf format and 5 hard copies)
- Final Potable Water Master Plan (one electronic soft copy in pdf format and 5 hard copies)
- Infowater hydraulic model runs for Project distribution system

### TASK 5: RECYCLED WATER MASTER PLAN

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Consultant will prepare the Recycled Water Master Plan (RWMP) for Placer Ranch, which will define the following: 1) required on-site and off-site transmission, storage and distribution system infrastructure, 2) location, demand, and uses of recycled water within Placer Ranch, 3) pumping and storage requirements, and 4) operational and jurisdictional considerations. The RWMP will be prepared by Consultant for adoption by the County and inclusion as a technical attachment to the Placer Ranch EIR.

Components of the Master Plan will include:

- **Data collection:** Consultant will obtain and review a copy the City of Roseville's current recycled water hydraulic model and the August 18, 2015 Placer Ranch land use plan to be used as the basis for the RWMP.
- **Market Assessment:** Consultant will analyze the proposed land use plan to develop the annual, peak day, and diurnal recycled water demands and uses in the development. Consultant will also confirm the intent for overall recycled water uses within the Project. It is intended that the recycled water market assessment will assume that recycled water will be used for typical Title 22 uses, which will include the irrigation of public parks, streetscapes, agricultural/residential areas, commercial, and industrial areas.
- **Design Criteria:** Consultant will identify the appropriate design criteria for the recycled water distribution system based on similar projects Consultant has recently completed. These design criteria will include: 1) Pumping requirements; 2) Minimum delivery pressures; 3) Pipeline sizing; and 4) Storage needs.
- **Recycled Water Supply Source:** The South Placer Wastewater Authority has the ability to provide recycled water from either Pleasant Grove or Dry Creek treatment plants to the City of Roseville distribution system.
- **Operational Considerations:** Placer County will need to determine who will retail recycled water to Placer Ranch, and Consultant will determine if the City of Roseville's pressure and storage can be utilized to supply customers in Placer Ranch at adequate pressure. Consultant will work with Placer County to identify scenarios for either the City of Roseville or Placer County to retail recycled water to Placer Ranch and make

a recommendation. County will assist Consultant and facilitate gathering the necessary information from the City of Roseville to complete this task.

- **Modeling:** Consultant will model the Placer Ranch recycled water distribution system to determine the required infrastructure using Infowater. Project modeling will evaluate infrastructure requirements for one interim Project phase and Project buildout. Modeling design criteria will be based on the City of Roseville's pressure, reliability, and infrastructure standards, and the available recycled water supply. The modeling results will identify infrastructure requirements for each Project phase, including pump station capacity, storage tank volume, and optimization of pipeline sizes.
- **Infrastructure:** A location for an on-site recycled water storage tank and pump station has not been finalized but may be required. Options to consider include expanding the existing site on Woodcreek Oaks Boulevard in the City of Roseville or finding an alternate tank and pump station site in Placer Ranch. Consultant will identify the area and potential location for this infrastructure.

Pipeline sizes and alignments will be coordinated with the Project's land use plan, and may be modified to optimize their cost and facilitate construction.

Consultant will prepare two drafts and one final Recycled Water Master Plan (RWMP) for review by the County. Comments on Draft #1 of the RWMP will be incorporated into Draft #2 of the RWMP. Comments on Draft #2 will be incorporated into the Final Recycled Water Master Plan. This document will be prepared to the extent where it will form the basis for the subsequent design of the identified recycled water infrastructure.

→ **Deliverables:**

- Draft #1 Recycled Water Master Plan (one electronic soft copy in pdf format and 5 hard copies)
- Draft #2 Recycled Water Master Plan (one electronic soft copy in pdf format and 5 hard copies)
- Final Recycled Water Master Plan (one electronic soft copy in pdf format and 5 hard copies)

## TASK 6: WATER CONSERVATION PLAN

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Consultant will prepare a Water Conservation Plan (WCP) for the Placer Ranch project. The WCP will document the design features and recommended approach to minimize the Project's overall water usage by approximately 20%.

Consultant will estimate how water will be used by the original planned facilities, develop the water use inventory, identify potentially feasible water conservation measures, quantify water use reduction for each measure, and make recommendations regarding appropriate water conservation measures to meet the water conservation target. Strategies are expected to be focused on reducing potable water demand, and not replacing potable water demand with non-potable or untreated water demand.

Draft #1 of the Water Conservation Plan will be prepared for review and comment by the County and project team. Upon receiving a consolidated set of comments, Draft #2 Water Conservation Plan will be prepared that addresses comments received on Draft #1. Comments on Draft #2 will be incorporated into the Final Water Conservation Plan, which is assumed to be used as an appendix to the EIR.

→ **Deliverables:**

- Draft #1 Placer Ranch Water Conservation Plan (one electronic soft copy in pdf format and 5 hard copies)
- Draft #2 Placer Ranch Water Conservation Plan (one electronic soft copy in pdf format and 5 hard copies)
- Final Placer Ranch Water Conservation Plan (one electronic soft copy in pdf format and 5 hard copies)

## TASK 7: SEWER MASTER PLAN

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### Task 7.1 Update and Conduct Analysis

Consultant has previously begun drafting a Sewer Master Plan for Placer Ranch. However, the work completed to date assumed that the project would be located in the City of Roseville and is therefore reflective of Roseville's standards. Moving forward, the flow factors to be used (previous and current) are assumed to be from the South

Placer Regional Waste Water and Recycled Water System Evaluation Final Report, dated December 2009, as prepared for the South Placer Waste Water Authority (SPWA). Consultant will build upon the previously-completed work and will prepare a complete and comprehensive Master Plan. This effort will consist of the following work effort:

- Update the Land Use Map and corresponding flows from the various land uses from April 8, 2015 Land Use Plan to the August 18, 2015 Land Use Plan.
- Offsite flows from the SIA and other urban growth areas through Placer Ranch will be identified, calculated, and described in the report. This will allow for identifying cost sharing of infrastructure components.
- Pipelines 18" and larger will be hydraulically modeled per the requirements of the SPWA Systems Evaluations Report. Consultant will coordinate this analysis with the County's consultant performing the Athens Avenue Sewer Alternative Analysis in the SIA.
- Areas within Placer Ranch and the SIA that flow into the City of Roseville sewer collection system will be identified. These corresponding flows will need to be metered at the City connection points.

### **Task 7.2 Sewer Lift Station Conceptual Planning** (included in Sewer Master Plan)

Consultant will prepare a conceptual design report for the Placer Ranch Specific Plan Sewer Lift Stations and Force Mains. It will supplement the Sanitary Sewer Master Plan and will be suitable in the future for use as the basis for final design. This section summarizes the subtasks Consultant will perform to prepare this conceptual design.

- **Data Collection and Analysis:** Consultant will review the design and average daily flows for the Project. Land use projections will also be reviewed and coordinated with the project team to verify that flows are adequately characterized.
- **Hydraulic Design Criteria:** Preliminary hydraulic and pump investigation will be performed and included in the feasibility level design development. Pumping capacity will be provided for each lift station to pump the portion of the Project's sewage requiring pumping.
- **Civil/Site Evaluation:** Civil site work will be performed to prepare design development site plans, piping plans, and a site layout.
- **Initial Phasing:** Facilities to support an interim phase of construction will be preliminarily evaluated to determine if an interim condition would be preferred.
- **Site Constraints and Impact Evaluation:** A preliminary site constraints and impact evaluation will be performed. This review will identify measures to reduce construction site constraints.

### **Task 7.3 Sewer Collection System Hydraulic Modeling** (included in Sewer Master Plan)

Consultant will provide sewer hydraulic modeling services for Placer Ranch and inflows from adjacent offsite land uses. The existing South Placer Wastewater Authority hydraulic model will be expanded to include sewer pipelines in Placer Ranch 18-inches and larger, and include point flows from the future developments. It is assumed that sewer sheds contributing to each manhole will be identified along with the corresponding flows. Consultant will model the required sewer pipe sizes of the Placer Ranch sewers and identify the available capacity of the trunks within the existing collection system based on the existing model to support the new flows. Consultant will also conceptually size the required sewer pump station and force main.

Modeling would be performed in H2O Map Sewer. It is assumed that Consultant will evaluate one land use scenario under steady state conditions and that electronic copies of the existing SPWA hydraulic model will be provided by the County (or other sources) to Consultant.

### **Task 7.4 Prepare Sewer Master Plan Report**

Consultant will prepare a Draft #1 of the Sewer Master Plan for review and comment by the County. This will incorporate the data, analysis, and outcomes derived through completion of the sub-tasks outlined above. The Report will include re-evaluating onsite collection and transmission pipelines, force mains and lift station requirements based on proposed flows from the August 18, 2015 Land Use Plan. In addition, the text, tables, and exhibits previously-

prepared in the initial draft Master Plan will be updated to reflect the August 18, 2015 Land Use Plan and the project's location within Placer County.

The report will contain two scenarios:

- **Scenario 1** will include a portion of Placer Ranch that will convey flows to the east through the SIA to an outfall located in Cincinnati Ave. and the majority to the central portion of Placer Ranch to an outfall along Fiddymont Road.
- **Scenario 2** includes all flows conveyed to the central, portion of Placer Ranch to an outfall along Fiddymont Road and no flows through the SIA.

The two scenarios will allow future flexibility for development and phasing of Placer Ranch.

Upon direction from the County, Consultant will prepare Draft #2 of the Sewer Master Plan. This version will reflect the County's comments and direction received on Draft #1. For this task, we have assumed that the County's comments on the previous draft do not significantly change the project description, and that County comments are provided in a consolidated format with clear direction.

Upon direction from the County, Consultant will prepare the Final Sewer Master Plan, which reflects comments received on Draft #2. For this effort, we have assumed that the comments are minor and result in no significant changes to the Master Plan. We have also assumed that this version will be utilized as an appendix to the Environmental Impact Report.

→ **Deliverables:**

- Draft #1 Sewer Master Plan (one electronic soft copy in pdf format and 5 hard copies)
- Draft #2 Sewer Master Plan (one electronic soft copy in pdf format and 5 hard copies)
- Final Sewer Master Plan (one electronic soft copy in pdf format and 5 hard copies)

### **Task 7.5 Coordination Meetings**

Preparation of the Sewer Master Plan will involve several targeted meetings with County staff and affected agencies. For this effort, we have assumed two meetings for coordination with the Athens Avenue Sewer Alternatives Consultant, two meetings for coordination with City of Roseville Environmental Utilities staff, and two meetings for coordination with Placer Department of Public Works and Facilities.

## **TASK 8: DRAINAGE MASTER PLAN**

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Consultant will prepare a Drainage Master Plan for the project that evaluates pre- and post-project stormwater hydrology. Consultant will work with County to ensure that Master Plan conforms to County standards. This effort will consist of the following work efforts:

- Verify existing conditions and water sheds and revise as necessary.
- Verify, revise, and update hydrology (HEC-1) models to the land use plan, dated August 18, 2015.
- Obtain (from the City of Roseville), review, and modify the HEC-RAS model as prepared by others for the 2010 Pleasant Grove Creek Drainage Study.
- Export trunk storm drain to XPStorm. Verify and modify sheds as needed.
- Prepare and revise Low Impact Development (LID) measures based on new requirements (West Placer Storm Water Quality Design Manual) and update swale designs.
- Coordinate with County staff, the Project Team, and EIR consultant as modeling is updated.
- Prepare land use GIS exhibits and tables, exhibits for Master Plan, and floodplain mapping.

Our assumptions for this task are as follows:

- That the project's retention basin will be located in Reason Farms and that the County agrees to the same volume conditions as required by the City of Roseville. The County will assist with City discussions/negotiations.

- That a CLOMR application is not included in this Scope of Work.
- That roadway and trail crossings over waterways have been determined (for example, a culvert versus bridge versus a con-span for a creek crossing).
- That flood control detention will occur in on-site creeks.
- That pipes will be sized to maintain all lanes clear for arterial streets except for the bike lane and outside travel lane and 12' clear travel way for collectors. Overland release calculations will not be provided at this level of analysis.
- LID measures and hydro-modification will be determined per the West Placer Storm Water Quality Design Manual (April 2016).
- HEC-RAS modeling outside of the project area (2010 Pleasant Grove Creek Drainage Study) is current and accepted (i.e. no changes to be made outside of project area).
- That the HEC-RAS model is set at the same datum as topography, or that conversion is obtainable.
- That wetland information is available from previous work completed by Gibson & Skordal.
- That wetlands can be impacted by flood control measures and that wetlands do not affect flood control/detention.

Consultant will prepare a Draft #1 of the Drainage Master Plan for review and comment by the County and Flood Control District. This effort will also consist of a write-up for inclusion in the Specific Plan document. Upon receipt of comments from County and Flood Control staff, Consultant will prepare Draft #2 of the Drainage Master Plan. This version will reflect the comments and direction received on Draft #1. For this task, we have assumed that the comments on the previous draft do not significantly change the project description, and that comments are provided in a consolidated format with clear direction.

Upon direction from the County, Consultant will prepare the Final Drainage Master Plan, which reflects comments received on Draft #2. For this effort, we have assumed that the comments are minor and result in no significant changes to the Master Plan. We have also assumed that this version will be utilized as an appendix to the Environmental Impact Report.

→ **Deliverables:**

- Draft #1 Drainage Master Plan (one electronic soft copy in pdf format and 5 hard copies)
- Draft #2 Drainage Master Plan (one electronic soft copy in pdf format and 5 hard copies)
- Final Drainage Master Plan (one electronic soft copy in pdf format and 5 hard copies)

## TASK 9: TECHNICAL DRY UTILITIES STUDY

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Consultant will conduct the dry utility planning needed to support development of the project. The dry utility planning level study identifies the dry utility infrastructure needed to serve the Placer Ranch Specific Plan with electric, natural gas, telephone, broadband, and cable television. There will be significant changes to the initial study due to it now receiving electric service from PG&E and cable/broadband service from Wave Broadband. Additionally, with the project no longer within the Roseville city limits, service options for the University have expanded.

Preparation of the Dry Utilities Study consists of the following work efforts:

- Prepare discussion and analysis of service from PG&E Electric and Wave Broadband, including a description of existing facilities and the facilities required to serve the project at buildout. This will also include a discussion of unusual challenges or potential costs in serving the project, such as a change in voltage classification from 12 kV to 21 kV for the entire plan area, making PG&E 21 kV power available to serve Phase 1, and difficulty of taking service from PG&E at two different voltages. Offsite bring-up challenges with PG&E substations will also be described. Consultant will work with PG&E to determine need for and the requirements for any electrical substation within the plan area or within the SIA.
- Update conceptual level peak demands for electric service to the project at buildout using PG&E design criteria.
- Prepare conceptual level backbone designs for PG&E electric system and Wave Broadband telecom system.

- Update all necessary text, tables and exhibits to correspond to August 18, 2015 Land Use Plan.
- Re-evaluate all existing dry utility facility locations (PG&E – Electric, PG&E – gas, AT&T – telecom, Wave – cable television/broadband, Sprint – Fiber Trunk Line) and determine potential conflicts with proposed improvements.
- It is anticipated that since the project is not within the City of Roseville, the previously-proposed 60 kV electrical loop will not need to be built through the project site.
- To provide service to the new University, re-evaluate and update electric & telecom service options, and the university site itself will be treated as a “future development area” with utilities stubbed to the site.

This effort assumes two field trips and three meetings/conference calls with utility companies.

Using the information derived from the work tasks above, Consultant will prepare Draft #1 of the Technical Dry Utilities Study for County review and comment. Comments received on Draft #1 will be addressed and incorporated into Draft #2 of the Technical Dry Utilities Study. Based on comments generated on Draft #2, Consultant will prepare the Final Technical Dry Utilities Study, which is assumed to be used as an appendix to the EIR.

→ **Deliverables:**

- Draft #1 Technical Dry Utilities Study (one electronic soft copy in pdf format and 5 hard copies)
- Draft #2 Technical Dry Utilities Study (one electronic soft copy in pdf format and 5 hard copies)
- Final Technical Dry Utilities Study (one electronic soft copy in pdf format and 5 hard copies)

## TASK 10: GRADING PLAN

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Consultant will prepare a high level/conceptual 5 ft. Contour Interval Grading Plan over the project site, which will include street centerline grades at intersections of major roads and significant high and low points along major roads. From the Grading Plan, Consultant will prepare a Preliminary Earthwork Analysis which will identify general cut and fill areas within each phase (from the Phasing Plan) and describe in tabular form the net export and import for each phase.

Consultant will prepare one Draft of the Grading Plan for review and comment by the County. The Draft will be based on the work effort described above and preliminary discussions with the County. Based upon direction from the County, Consultant will prepare a Final Grading Plan submittal. For this effort, it is assumed that revisions to the Grading Plan are minor and do not result in significant changes to the overall approach prepared for the Draft.

→ **Deliverables:**

- Draft Grading Plan submittal (one electronic soft copy in pdf format and 5 hard copies)
- Final Grading Plan submittal (one electronic soft copy in pdf format and 5 hard copies)

## TASK 12: PHASING PLAN EXHIBIT

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Consultant will utilize Draft #2 or the Final Technical Studies as a basis to determine probable construction phasing for the project. In addition, a previously-prepared phasing schematic plan will be utilized. The Phasing Plan Exhibit will be accompanied by general text that identifies the criteria (i.e. performance criteria) that will be used to establish the conditions and requirements for each development phase. Detailed information such as maps, analysis, and written detail of improvements to the satisfaction of the County, will be prepared subsequent to the Specific Plan.

Consultant will prepare one Draft #1 of the Phasing Exhibit for review and comment by the County. Draft #1 will be based on the information above and review findings with the County. Based upon direction from the County, Consultant will prepare Draft #2 and a Final Phasing Exhibit for incorporation into the Specific Plan. For this effort, it is assumed that each subsequent revision to the Phasing Plan is minor and does not result in significant changes to the overall approach prepared for Draft #1.

→ **Deliverables:**

- Draft #1 Phasing Plan Exhibit (one electronic soft copy in pdf format and 5 hard copies)

- Draft #2 Phasing Plan Exhibit (one electronic soft copy in pdf format and 5 hard copies)
- Final Phasing Plan Exhibit (one electronic soft copy in pdf format and 5 hard copies)

## TASK 12: COST ESTIMATES FOR IMPROVEMENTS

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Consultant will use the Final Technical Studies that include Backbone Infrastructure Layouts that will be the basis for the Placer Ranch Backbone Infrastructure Cost Estimate. The backbone components consist of major infrastructure as follows:

- Major Roads.
- Utilities within major roads, such as water transmission mains, sewer trunks/force mains, recycled water, storm drainage, and dry utilities.
- Other significant infrastructure items such as Sewer Lift Stations, Potable and Recycled Water Tanks, Water Wells, Detention Basins, and Bridge Crossings.

The Cost Estimate will be broken down into onsite and offsite backbone infrastructure that will serve Placer Ranch. Reimbursable components for SIA or regional properties that benefit beyond Placer Ranch will be identified. It is assumed that the County will advise Consultant on unit prices to be used. Grading of major roadways will be included in the Cost Estimates, however grading outside of the major roads are not included in this Scope of Work.

Consultant will prepare one draft of the Cost Estimates for the overall project and the first phase of the project, for review and comment by the County. Upon receipt of comments, Consultant will prepare one Final Cost Estimate, which addresses comments received on the Draft.

### → Deliverables:

- Draft Cost Estimates (one electronic soft copy in pdf format and 5 hard copies)
- Final Cost Estimates (one electronic soft copy in pdf format and 5 hard copies)

### Optional Task:

At the County's request, Consultant can prepare a Cost Estimate based on Project Phasing (i.e. broken out by phase). Should the County desire this service, the County and Consultant may update the Scope of Work and Budget accordingly.

## TASK 13: CEQA SUPPORT SERVICES

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Preparation of the Placer Ranch Environmental Impact Report (EIR) will require the participation of all Project Team members to provide technical data and other materials to the County's EIR consultant. As directed by the County, the Project Team will support the EIR consultant by performing peer review of technical sections, preparing exhibits, reviewing mitigation measures, responding to comments on the Draft EIR. To provide these services, each member of the Project Team has allocated a limited level of effort in the Budget, which is to be utilized on a time and materials basis. Services will be provided as directed by the County, up to the allocated budget.

### → Deliverables:

- Tasks, exhibits, etc., as directed by the County, performed on a time and materials basis, up to the allocated budget.

## TASK 14: OS PRESERVE/ PCCP COORDINATION

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Consultant has previously prepared several open space plans and resource avoidance alternatives for the project, which includes a PCCP alternative. For this effort, we have assumed that the open space preserves, as shown on the August 18, 2015 Land Use Plan, substantially conforms to the County's preferred open space preservation plan and that no further Land Use modifications to the open space boundaries are anticipated. Consultant will provide the County with information prepared to date and will prepare for, and attend, up to two meetings to discuss PCCP-

related matters. Consultant will provide a pdf copy of the previously-prepared PCCP alternative to County at no charge. State and Federal permitting assistance is not included herein. Consultant shall prepare a scope and fee to participate/coordinate if required.

## **TASK 15: COORDINATION WITH SUNSET AREA PLAN UPDATE**

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Processing of the Placer Ranch project will involve several simultaneous coordination efforts to address various matters associated with the project. Consultant has identified several of these items and provided for them in this Scope of Work, as noted below:

### **Task 15.1 Meetings with Sunset Area Project Team**

Ongoing coordination with the Sunset Area Project Team is anticipated throughout the project timeline to ensure that work efforts are in sync and that each project's status and information is shared in a time-appropriate manner. To facilitate this ongoing effort, the Scope of Work provides for Consultant attendance at up to four meetings with the SIA Project Team and ongoing communication efforts.

→ **Deliverables:**

- Four coordination meetings

### **Task 15.2 Foothills Boulevard Alignment**

Consultant previously prepared several alternatives for the alignment of Foothills Boulevard to the north of Roseville's City boundary. Consultant will provide a pdf copy of the previously-prepared alternatives to County at no charge. Based on prior discussions, a preferred alignment had been conceptually agreed upon by the County and City of Roseville. This Foothills Boulevard alignment will be provided to the County for review and comment. Consultant will meet once with the County to review and discuss alignment parameters and issues. Based on the outcomes of this discussion, Consultant will prepare one revised and one final alignment for Foothills Boulevard.

→ **Deliverables:**

- One revised and one Final Foothill Boulevard alignment exhibit (one electronic soft copy in pdf format, one full-size, scaled exhibit, and ten 11x17 hard copies)
- One coordination meeting

### **Task 15.3 Sunset Boulevard Alignment**

Consultant will coordinate with the SIA team to determine the appropriate road cross section and landscape corridors for Sunset Boulevard as the "Front Door" to Placer Ranch. This work effort will focus on the portion of Sunset Boulevard located within the Placer Ranch project area. Consultant will provide the County with the previous developer's existing condition and proposed geometry for a four lane facility. Consultant will provide a pdf copy of the previously-prepared exhibit to County at no charge.

→ **Deliverables:**

- One coordination meeting
- Sunset Boulevard Roadway Section design exhibit (one electronic soft copy in pdf format, one full-size, scaled exhibit, and ten 11x17 hard copies)

### **Task 15.4 Placer Parkway Alignment**

Consultant has assumed that the County alignment of the Placer Parkway, as shown on the August 18, 2015 Land Use Plan, substantially conforms to the County's preferred alignment and no further Land Use modification/alignment modification are anticipated. Consultant will prepare for, and attend, one meeting to discuss alignment-related matters. Consultant will provide a pdf copy of the previously-prepared street section for Placer Parkway to the County at no charge.

### Task 15.5 Landfill

Consultant assumes that the Landfill and related opportunities and constraints are part of the SIA scope and does not anticipate any land use changes or other work efforts. To ensure that potential issues related to the landfill can be addressed, Consultant will prepare for, and attend, one meeting to discuss landfill-related issues.

### Task 15.6 Adjacent Jurisdictions

Project coordination with adjacent jurisdictions may be required as the Placer Ranch project is processed. Consultant has provided for attendance at up to three meetings, one each with the cities of Roseville, Rocklin, and/or Lincoln to provide project status updates, share information, and/or coordinate development linkages (i.e. roadways, Amoruso Ranch, etc.).

## TASK 16: ADMINISTRATION, MEETINGS, AND HEARINGS

### Task 16.1 Project Administration

Project administration will occur continuously throughout the County's review process. Responsibilities will include ongoing communication with County staff, coordination of MacKay & Soms staff and sub-consultants on the Project Team, overall project direction, schedule and budget management, and quality assurance. For the purposes of this task, the Scope of Work assumes up to 8 hours per month over a 24-month duration for this work effort.

### Task 16.2 County Staff/Project Team Meetings

Completion of the Scope of Work will involve several ongoing meetings with Placer County staff, other agencies, and/or Project Team members to address project-related matters. Unless otherwise identified in this Scope of Work, the Project Team's participation at meetings consists of the following:

- **MacKay & Soms:** It is assumed that up to three MacKay & Soms staff will attend an average of two meetings per month during the project's first 12 months of County processing, and an average of one meeting per month during the project's second 12 months of County processing. The Scope of Work assumes a total project schedule of 24 months, resulting in a total of 36 meetings. Additional 'offline' meetings that are not otherwise identified in this Scope of Work are not included or budgeted. Should the need arise for attendance at additional meetings, the County and MacKay & Soms can amend the Scope of Work and Budget accordingly. It is assumed that all meetings will occur at the Placer County Community Development Resource Agency's offices in Auburn.
- **Fehr & Peers:** Fehr & Peers will be available to attend up to three project team meetings and three public hearings during the course of the study. If additional meetings are required, Fehr & Peers will coordinate with County staff and MacKay & Soms regarding additional budget for these meetings.
- **HydroScience:** It is assumed that HydroScience will attend up to three meetings with the Placer County Water Agency, up to three meetings with the City of Roseville, Environmental Utilities; up to six meetings with County staff and/or the Project Team; and up to three additional meetings as directed. In total, HydroScience has included up to 15 meetings in this Scope of Work. Each of these meetings would be attended by either Curtis Lam or our project staff who are executing the project. HydroScience will prepare meeting agendas, items to distribute, and will follow up on various action items as appropriate.
- **Capitol Utility Specialists:** It is assumed that Capitol Utility Specialists will attend an average of one meeting with the County and/or Project Team per quarter over the project's 24-month schedule (8 meetings total) to support efforts related to the Technical Studies, Specific Plan, Environmental Impact Report (EIR) and other dry utility related issues as they arise. In addition, the Scope and Budget provides for attendance at three additional meetings with University staff and/or Placer County staff.

### Task 16.3 Public Hearings

In coordination with County staff, Consultant will prepare for and attend public meetings and/or hearings for the project. The Scope of Work provides for meetings/hearings with the following reviewing bodies:

- Municipal Advisory Council/Public Outreach (2 meetings)
- Planning Commission (3 meetings)
- Board of Supervisors (2 meetings)

## TASK 17: CONTINGENCY TASKS

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From time to time, work tasks arise that are not included in the Scope of Work but that require immediate attention. At the request of the County, Consultant can provide additional Planning or Engineering services for unforeseen work tasks. No budget has been formally allocated to this task and Consultant assumes that any work efforts would be funded via the contingency budget. Work efforts would be conducted on a task-by-task basis, as directed by the County.

The types of additional services that could be authorized under this task include, but are not limited to, the following:

- **Engineering Analysis** – Conducting additional analysis for the utility master plans, traffic study, etc.
- **Project-Related Exhibits** – Preparing project-related exhibits, alternative design solutions, etc.

## Additional Tasks for Year 2

Pursuant to prior discussions with County staff, Consultant may be requested to provide additional services not included in the Scope of Work or Budget. These tasks are described below. Upon direction from the County, the Scope and Budget may be amended to include these additional tasks.

## TASK 19: LARGE LOT TENTATIVE MAP

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Consultant will prepare a Large Lot Tentative Map (LLTM) for the project, which will be derived from the land use plan, dated August 18, 2015. This package will conform to the County's submittal requirements as outlined in Article 16.12, Tentative Maps, of the Placer County Code. The LLTM will provide for the creation of approximately 115 parcels, plus provide the land area/ highway easements needed for Placer Parkway and public roads, as depicted on the land use plan. For this effort, it is assumed that the LLTM will be based off of the land use plan and circulation system design (including street right-of-ways and street sections) are as shown on the August 18, 2015 land use plan.

Consultant will prepare Draft #1 of the Large Lot Tentative Map for review and comment by the County. After addressing County comments, Consultant will prepare Draft #2 of the LLTM. This version will reflect the County's comments and direction received on Draft #1. For this task, we have assumed that the County's comments are provided in a consolidated format, and that any conflicting comments have been addressed internally among County staff, such that clear direction is given to Consultant regarding LLTM revisions.

As part of this effort, Consultant will work with County staff to develop, review, and revise Conditions of Approval for the LLTM. The Scope of Work provides for participation in two review cycles of the Draft Conditions, plus up to four meetings with County staff, prior to finalization of Conditions for the Public Hearing process.

Upon direction from the County, Consultant will prepare the "Public Hearing" version of the LLTM, which reflects comments received on Draft #2. For this effort, we have assumed that comments received on Draft #2 are minor and result in no significant changes to the LLTM.

### → Deliverables:

- Draft #1 Large Lot Tentative Map (one electronic soft copy in pdf format and 5 full-scale plot packages)
- Draft #2 Large Lot Tentative Map (one electronic soft copy in pdf format and 5 full-scale plot packages)
- Final Large Lot Tentative Map (one electronic soft copy in pdf format and 5 full-scale plot packages)

## Project Schedule & Budget

### PRELIMINARY SCHEDULE

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It will be critical to coordinate the timing of the Specific Plan and Technical Studies with preparation of the Environmental Impact Report (EIR) by the EIR consultant, which will be affected by progress made on the Sunset Area Plan update. The EIR, Specific Plan, and Technical Studies will rely on much of the same information, and therefore, coordination is essential to ensure consistency between all work efforts. The details of the EIR schedule have yet to be determined. To allow for concurrent review and approval, Consultant will work with County staff to ensure that the Draft #2 of the Specific Plan and the final Technical Studies are completed prior to or concurrent with the release of the Draft EIR.

For the traffic study, due to the planned opening of the SR 65/Whitney Ranch Pkwy Interchange in June 2016, new traffic counts will be conducted in early September, and the draft transportation impact analysis will be submitted to the County for review in mid-October. After we receive the County's comments, Consultant will need two weeks to prepare the final transportation impact study report.

A detailed schedule for the Specific Plan and Technical Studies can be developed in coordination with the County once an initial EIR schedule is established.

For the purposes of this Scope of Work, Consultant has assumed a 24-month project schedule commencing upon the County's authorization to proceed. During our initial kick-off meeting, Consultant will work with County staff to define a detailed project schedule that establishes deadlines and timeframes for completion of the individual tasks contained in the Scope of Work.

### BUDGET

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The cost estimate to complete the Scope of Work is summarized in the attached budget. The Scope of Work assumes the concurrent preparation of the Specific Plan and related Technical Studies, as well as the updated Sunset Area Plan and associated EIR. Should progress on the Specific Plan, Sunset Area Plan, or EIR be delayed and not proceed concurrently, the budget would need to be adjusted to accommodate for the resulting inefficiencies.

The proposed budget is included in a separate attachment to this proposal.

### SCHEDULE & BUDGET ASSUMPTIONS

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There are a number of factors that could influence the budget, as well as the project schedule. Some of the key assumptions include:

- That the Placer Ranch Land Use Plan and corresponding roadway right-of-way's/street sections depicted on the August 18, 2015 land use plan, is to be used to complete this Scope of Work.
- There are no revisions to, or changes in the direction of, the proposed project.
- The County's review process will occur over a 24-month time period, commencing with the County's authorization to proceed.
- Information identified as being required from the County and produced by other members of the project team is complete, in a form that can be used by Consultant, and is provided in a timely manner.
- The number of required drafts or hard copies of the Specific Plan or the Technical Studies described herein does not exceed that outlined in the Scope of Work.
- Comments on each draft of the Specific Plan, Technical Studies, or other deliverables are provided to the Project Team in a consolidated format, with conflicting comments resolved by County staff, such that the Project Team receives clear direction on how to proceed with document revisions.
- Comments received from the County, project team, public, or decision makers do not result in changes to the project or need to restructure the Specific Plan.

- ▣ Interim revisions to the Specific Plan are limited, can be dealt with as “change pages”, and do not require preparation of additional drafts of the Specific Plan.
- ▣ The number of meetings and/or public hearings does not exceed that assumed in the Scope of Work.
- ▣ The processing of the project is not delayed beyond the projected 24-month duration due to technical, political or other issues.
- ▣ All draft text submittals will be provided in track changes format for both the County and Consultant.
- ▣ Submittals to the County shall include a CD with AutoCAD Civil 3D Files, pdf, or other electronic format as appropriate.

**EXHIBIT B LOCATION MAP**



## EXHIBIT C PAYMENT SCHEDULE

Payment requests shall be subject to review and approval by Placer County. Each invoice request shall provide a breakdown by staff member hours for work activities identified by task as described in the scope of work. All payment requests shall be subject to the following budget:

<u>Task #</u>	<u>Description of Tasks</u>	<u>Not to Exceed</u>
Task 1.0	Land Use Plan	\$30,312
Task 2.0	Specific Plan	\$131,264
Task 3.0	Transportation Impact Study (including Traffic Counts)	\$190,684
Task 4.0	Potable Water master Plan	\$55,264
Task 5.0	Recycled Water Mater Plan	\$30,192
Task 6.0	Water conservation plan	\$9,741
Task 7.0	Sewer Master Plan	\$87,681
Task 8.0	Drainage Master Plan	\$117,808
Task 9.0	Technical Dry Utilities Study	\$20,155
Task 10.0	Grading Plan	\$29,728
Task 11.0	Phasing Plan Exhibit	\$6,288
Task 12.0	Cost Estimates for Improvements	\$49,128
Task 13.0	CEQA Support Services	\$53,005
Task 14.0	Open Space Preserve and PCCP Coordination	\$2,248
Task 15.0	Coordination with Sunset Area Plan Update	\$29,889
Task 16.0	Administration, Meetings & Hearings	\$146,849
Task 17.0	Contingency Tasks	\$115,558
Task 18.0	Large Lot Tentative Map	\$149,840
	Direct Expenses	\$15,506
<b>Agreement Total</b>		<b>\$1,271,140</b>

Total payment shall not exceed \$1,271,140 without modification to the agreement signed by both parties. The COUNTY, as shown above, may reallocate budget amounts, within work items without modifications of this agreement, subject to approval. CONSULTANT shall not undertake such work without prior written approval of the COUNTY.

**EXHIBIT D CONSULTANT STANDARD CHARGE RATES**

HOURLY RATE FEE SCHEDULE – APRIL 1, 2016 TO MARCH 31, 2017

- RATES SUBJECT TO ADJUSTMENT APRIL 1, 2017 -

OFFICE AND PROFESSIONAL

PRINCIPAL ENGINEER/PRINCIPAL SURVEYOR.....	\$250.00 PER HOUR
ASSOCIATE/ENGINEERING/PLANNING MANAGER .....	\$224.00 PER HOUR
SENIOR PROJECT ENGINEER/PLANNER/LAND SURVEYOR.....	\$204.00 PER HOUR
SENIOR ENGINEER/PLANNER/LAND SURVEYOR.....	\$190.00 PER HOUR
ASSOCIATE ENGINEER/PLANNER/LAND SURVEYOR.....	\$170.00 PER HOUR
ASSISTANT ENGINEER/PLANNER/SURVEYOR .....	\$142.00 PER HOUR
JUNIOR ENGINEER/PLANNER/SURVEYOR.....	\$120.00 PER HOUR
FIELD WORK SUPERVISOR .....	\$150.00 PER HOUR
PRINCIPAL TECHNICIAN.....	\$148.00 PER HOUR
SENIOR TECHNICIAN.....	\$124.00 PER HOUR
TECHNICIAN .....	\$104.00 PER HOUR
ADMINISTRATIVE ASSISTANT .....	\$94.00 PER HOUR
CLERICAL.....	\$74.00 PER HOUR
OFFICE ASSISTANT .....	\$58.00 PER HOUR

FIELD

1 MAN FIELD PARTY* .....	\$170.00 PER HOUR
2 MAN FIELD PARTY*.....	\$278.00 PER HOUR
3 MAN FIELD PARTY*.....	\$350.00 PER HOUR

\*INCLUDES GPS EQUIPMENT WHEN APPROPRIATE

OTHER

MILEAGE.....	PER IRS STANDARD MILEAGE RATE
DIRECT COSTS AND OUTSIDE CONTRACT SERVICES .....	COST PLUS 15%

